



UNDERWRITERS AGENCY OF TEXAS

P.O. Box 140106 • Austin, TX 78714-0106

June 19, 2020

5054508-1
Natalie Montano
11639 Chickwood Dr
Houston, TX 77089

Dear Natalie Montano,

Thank you for choosing Notary Public Underwriters Agency for your Notary Public Errors and Omissions Insurance.

Enclosed is your Notary Public Errors and Omissions policy as well as important information pursuant to Texas Department of Insurance's guidelines. We encourage you to review the enclosed documents and keep them for your records. If you have purchased products, they will be shipped separately.

We appreciate the opportunity to serve you and will always strive to exceed your expectations! If you have any questions, please contact us at 1-800-821-0822.

Best Regards,

Customer Care Team
Notary Public Underwriters Agency of Texas

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Texas

UNIVERSAL SURETY OF AMERICA

NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

Policy No. 611305

Premium \$ 51.00

UNIVERSAL SURETY OF AMERICA (the "Company") will pay on behalf of _____

Natalie Montano (the "Insured")

of 11639 Chickwood Dr, Houston, TX 77089, all sums
(Address)

which the Insured shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the Insured by reason of any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public.

POLICY PERIOD: This policy applies only to negligent acts, errors or omissions which occur during the policy period and then only if claim, suit or other action arising therefrom is commenced during the policy period or within the applicable Statute of Limitations pertaining to the Insured.

The Policy Period commences at 12:01 a.m. on June 18th, 2020, and ends at midnight on June 9th, 2024.

LIMITS OF LIABILITY INCLUDING DEFENSE COSTS: The total liability of the Company for all loss (defined below) for all claims under this insurance including defense costs (defined below) shall not exceed the amount of

*****Twenty-five thousand and 00/100***** DOLLARS (\$ 25,000.00*****).

This limit shall apply in the aggregate so that the Company's total liability for all claims and/or defense costs shall in no event exceed this amount.

DEFENSE SETTLEMENT: With respect to such insurance as is afforded by this policy, the Company shall, provided the policy limit has not been exhausted, defend, in the Insured's name and behalf, any claim or suit against the Insured alleging such negligent act, error or omission and seeking damages on account thereof, even if such claim or suit is groundless, false, or fraudulent. The Company shall give the Insured written notification of an initial offer to settle or compromise a claim no later than ten (10) days after the date on which the offer is made. The Company shall give the Insured written notification of any settlement of a claim no later than thirty (30) days after the date of settlement.

DEFINITIONS: Wherever used in this policy, these words shall have the following meanings:

- (a) "Defense costs" shall mean any and all: (1) expenses, including attorneys' or investigators' fees, paid or incurred by the Company in the investigation, settlement or defense of claims or suits; (2) costs taxed against the Insured in a suit defended by the Company; (3) premiums for bonds required in a suit defended by the Company, which bonds the Company shall have no obligation to furnish, but only for bonds up to the Company's limit of liability; (4) interest on a judgment as required by law until the Company offers the amount due under this insurance; and (5) reasonable expenses incurred by the Insured at the Company's request, other than loss of earnings.
- (b) Subject to all of the Exclusions of this policy (stated below), "loss" shall mean the total of: (1) sums the Insured legally must pay as direct compensatory damages because of claims covered by this insurance; (2) sums the Company agrees to pay in settlement of such claims, whether or not the Insured's legal liability has been determined; and (3) "defense costs" as defined above.

EXCLUSIONS: Coverage under this policy does not apply to any (i) dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of the Insured; (ii) willful or intentional disregard of the law; (iii) bodily injury to, or sickness, disease or death of any person, including but not limited to, emotional or mental distress and related conditions; (iv) injury to or destruction of any tangible property, including the loss of use thereof; (v) fines or penalties imposed by law on the Insured; (vi) punitive, treble, exemplary or similarly categorized damages, including fines and penalties; or (vii) performance of notarial service for any business which the Insured owns, is a partner of, manages or controls.

**THIS POLICY NOT VALID IF PREMIUM NOT PAID
WITHIN 30 DAYS OF EFFECTIVE DATE HEREOF.**

OTHER INSURANCE: This insurance is excess over any other applicable insurance whether such insurance is primary, excess, contributory, contingent, or otherwise and whether such insurance is collectible or not, unless such other insurance is written to be specifically excess over the insurance provided by this policy.

INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:

- (a) Upon knowledge of any occurrence which may reasonably be expected to result in a claim or suit, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the potential claimant and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable, but in no event longer than forty-five (45) days after discovery.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by it or its representative.
- (c) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured for acts, errors or omissions with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, admit any liability, assume any obligation or incur any expense except with the prior written consent of the Company.

SUBROGATION: In the event of any payment for any loss under this insurance, the Company shall be subrogated to all of the Insured's rights of recovery thereafter against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights to the Company. The Insured shall do nothing after loss to prejudice such rights.

ASSIGNMENT: This policy shall be void if assigned or transferred without the Company's written consent.

ACTION AGAINST COMPANY: No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment after actual trial or by written agreement of the Insured, the claimant, and the Company.

Any person or organization or the legal representative thereof, who is signatory to such judgment or written agreement, shall thereafter be able to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or the Insured's legal representative.

CANCELLATION: This policy may be cancelled by the Insured by surrender hereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. If this policy has been in effect less than sixty (60) days, it may be cancelled by the Company for any reason. If this policy has been in effect for sixty (60) days or more, it may be cancelled by the Company prior to expiration for any one of the following reasons: (1) fraud in obtaining coverage; (2) failure to pay premiums when due; (3) on an increase in hazard within the control of the Insured which would produce an increase in rate; (4) loss of the Company's reinsurance covering all or part of the risk covered by the policy; or (5) on the Company being placed in supervision, conservatorship, or receivership, if the cancellation or nonrenewal is approved or directed by the supervisor, conservator, or receiver. Cancellation given by the Company under this section shall not be effective prior to ten (10) days after the Company mails or delivers written notice to the Insured, including the reason for cancellation. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period.

If the Insured or the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected, or as soon as practicable after cancellation becomes effective, but payment of unearned premium is not a condition of cancellation. The Company may not cancel or refuse to renew this policy based solely on the fact that the Insured is an elected official.

NONRENEWAL: The Company may refuse to renew this policy by delivering or mailing written notice of nonrenewal including the reason for nonrenewal to the Insured not later than sixty (60) days before expiration of this policy. If such notice is not timely, coverage hereunder shall remain in effect until the sixty-first (61st) day after the notice is delivered or mailed. Earned premium for any coverage thus extending beyond the expiration date of this policy shall be computed pro rata based on the previous year's rate.

Dated, signed and sealed this 19th day of June, 2020.

UNIVERSAL SURETY OF AMERICA

By Paul T. Bruffat
Paul T. Bruffat, Vice President

Address claims to:
CNA Surety, Surety Claims
151 North Franklin, 17th Floor
Chicago, IL 60606

Figure: 28 TAC §1.601(a)(3)

IMPORTANT NOTICE

- 1 To obtain information or make a complaint:

- 2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

- 3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

- 4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

- 5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

- 6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

- 7 PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

- 8 ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

- Para obtener informacion o para someter una queja:

- Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

- Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

- Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

- Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

- Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

- DISPUTAS SOBRE PRIMAS O RECLAMOS:**
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

- UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



POLICYHOLDER NOTICE - TEXAS

IMPORTANT INFORMATION

TO OUR PROFESSIONAL LIABILITY POLICYHOLDERS DOING BUSINESS IN THE STATE OF TEXAS

As your professional liability insurance carrier, we encourage you to establish a quality control program to reduce the risk of errors and omissions. While CNA cannot assume this responsibility, we can assist you with the following services:

1. Consultations on professional liability risk management questions;
2. Recommendations to improve quality control programs;
3. Published or self study materials on professional liability risk management matters.

The above services are available to our policyholders at no additional charge and shall be provided upon request directly to the policyholder. We have professional resources available to assist you or can provide support information and materials for your continuing risk management activities. If you would like more information on our services please call or write.

CNA Insurance Companies
Attn: Risk Control
700 N. Pearl Street
Suite 300
Dallas, Texas 75201
(866) 262-0540

Again, if you have any questions or would like to discuss these services, please give us a call at the phone number listed above. For additional resources, visit our website at www.cna.com