

**MERCHANTS**  
**BONDING COMPANY**

MERCHANTS BONDING COMPANY (MUTUAL) P.O. Box 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 876-6827 FAX: (800) 833-1211

**NOTARY PUBLIC ERRORS AND OMISSIONS POLICY**

Effective Date: 12:01 AM JUNE 12, 2016

Policy No. 41744756E

Expiration Date: 12:01 AM JUNE 12, 2017

Premium: \_\_\_\_\_

**COVERAGE:** MERCHANTS BONDING COMPANY (MUTUAL) ("the Company") will pay on behalf of JOSEPH R REEVES JR. of SHERMAN, TX ("the Insured"), all sums, subject to the Limit of Liability stated below, 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. The Company will also pay on behalf of the Insured, subject to the Limit of Liability stated below, costs and expenses incurred in investigating, defending or settling the Insured's liability arising from 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 within the applicable statute of limitations pertaining to the Insured. The Policy Period commences on the Effective Date hereof and terminates upon the Expiration Date hereof.

**LIMIT OF LIABILITY:** The liability of the Company shall not exceed in the aggregate for all claims, costs and expenses under this policy the amount of ONE HUNDRED THOUSAND DOLLARS ( \$100,000.00 ) Dollars.  
(NOT VALID IF FILLED IN FOR MORE THAN \$100,000)

**THIS LIMIT OF LIABILITY INCLUDES COSTS AND EXPENSES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING LIABILITY. ONCE THE LIMIT OF LIABILITY STATED ABOVE HAS BEEN PAID, WHETHER BY SETTLEMENT OF A CLAIM OR CLAIMS, OR BY PAYMENT OF COSTS AND EXPENSES, THE COMPANY IS RELIEVED OF ANY FURTHER DUTY TO DEFEND OR INDEMNIFY THE INSURED UNDER THIS POLICY.**

**SETTLEMENT:** The Company, in the Insured's name and behalf, shall have the exclusive right to make any settlement of any claim, suit, or other action, as the Company deems expedient. We will notify the Insured in writing of (a) an initial offer to compromise or settle a claim made or suit brought against any Insured under this coverage, not later than the 10th day after the date on which the offer is made, and (b) any settlement of a claim made or suit brought against the Insured under this coverage, not later than the 30th day after the date of the settlement.

**CONDITIONS PRECEDENT:** As a condition precedent to the right of indemnification or defense hereunder, the Insured shall mail or deliver to the Company within ten (10) days after notice or knowledge of a claim or possible claim against the Insured copies of any written notice thereof and a complete description of the facts and circumstances alleged to give rise to such claim. Bankruptcy or insolvency of the Insured shall not release the Company or its liability hereunder.

**EXCLUSIONS:** Coverage under this policy as described in the COVERAGE section of the policy does not apply to any acts of or allegations of (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; or (vi) punitive, treble, exemplary or similarly categorized damages, including fines and penalties.

**CO-INSURANCE:** If the Insured has other insurance against a loss covered by this policy, the Company shall not be liable under this policy for a greater proportion of such loss than the limit of liability stated in this policy bears to the limit of liability of all other insurance against such loss.

**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.

**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 for less than 60 days, we may cancel this policy for any reason by giving 10 days advance written notice. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons: (a) nonpayment of premium; (b) fraud in obtaining coverage; (c) increase in hazard, within the Insured's control, that produces a rate increase; (d) loss of reinsurance; or (e) if the Company is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator, or receiver. If this policy is cancelled for any reason above, we will provide written notice to the Insured at least 10 days before the effective date 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. The reason for cancellation shall be stated on the notice.

The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. 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, return premium shall be computed pro rata.

EFFECTIVE DATE: 12:01 AM JUNE 12, 2016

EXPIRATION DATE: 12:01 AM JUNE 12, 2017



MERCHANTS BONDING COMPANY (Mutual)

By

A handwritten signature in cursive script that reads "Larry Taylor".

Larry Taylor, President