

<i>SERFF Tracking Number:</i>	<i>AGNY-125879611</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New Hampshire Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AIC-08-EO-21</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>Title Agents Professional Liability Insurance Program</i>		
<i>Project Name/Number:</i>	<i>Title Agents Professional Liability Insurance Program/AIC-08-EO-21</i>		

Filing at a Glance

Company: New Hampshire Insurance Company

Product Name: Title Agents Professional Liability Insurance Program
 SERFF Tr Num: AGNY-125879611 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.1019 Professional Errors & Omissions Liability	Co Tr Num: AIC-08-EO-21	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Edith Roberts, Brittany Yielding

Author: Jameka Harris	Disposition Date: 12/12/2008
Date Submitted: 10/29/2008	Disposition Status: Approved

Effective Date Requested (New): 11/26/2008

Effective Date Requested (Renewal): 11/26/2008

State Filing Description:

General Information

Project Name: Title Agents Professional Liability Insurance Program
 Status of Filing in Domicile: Authorized

Project Number: AIC-08-EO-21

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 12/12/2008

State Status Changed: 11/04/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is to add New Hampshire Insurance Company (the "Company") to American Home Assurance Company's Title Agents Professional Liability Insurance Program (the "Program") currently on file with your Department (filing no. AIC-01-PR-06).

For your information, the policy, application(s), and declaration page(s) have been revised to reflect the name of the

SERFF Tracking Number: AGNY-125879611 State: Arkansas
 Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AIC-08-EO-21
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Title Agents Professional Liability Insurance Program
 Project Name/Number: Title Agents Professional Liability Insurance Program/AIC-08-EO-21

Company and new numbers assigned to the forms. The fraud warnings, cancellation/non-renewal endorsements and other state amendatory endorsements have also been revised to comply with your state insurance laws and regulations. No other changes have been made to these previously approved forms.

No changes are being made to the rating methodology currently on file for this Program under filing no. AIC-01-PR-06.

Your favorable review and consideration are respectfully requested.

Company and Contact

Filing Contact Information

Jameka Harris, Filings Analyst jameka.harris@aig.com
 175 Water Street, 17th Floor (212) 458-7056 [Phone]
 New York, NY 10038 (212) 458-7077[FAX]

Filing Company Information

New Hampshire Insurance Company CoCode: 23841 State of Domicile: Pennsylvania
 70 Pine Street Group Code: Company Type:
 New York, NY 10270 Group Name: State ID Number:
 (212) 770-7000 ext. [Phone] FEIN Number: 02-0172170

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New Hampshire Insurance Company	\$50.00	10/29/2008	23558118

SERFF Tracking Number: AGNY-125879611 State: Arkansas
 Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AIC-08-EO-21
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Title Agents Professional Liability Insurance Program
 Project Name/Number: Title Agents Professional Liability Insurance Program/AIC-08-EO-21

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/12/2008	12/12/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	11/04/2008	11/04/2008	Jameka Harris	12/02/2008	12/02/2008

SERFF Tracking Number: *AGNY-125879611* *State:* *Arkansas*
Filing Company: *New Hampshire Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AIC-08-EO-21*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions*
Liability

Product Name: *Title Agents Professional Liability Insurance Program*
Project Name/Number: *Title Agents Professional Liability Insurance Program/AIC-08-EO-21*

Disposition

Disposition Date: 12/12/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125879611 State: Arkansas
 Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AIC-08-EO-21
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Title Agents Professional Liability Insurance Program
 Project Name/Number: Title Agents Professional Liability Insurance Program/AIC-08-EO-21

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Form (revised)	APPLICATION	Approved	Yes
Form	APPLICATION	Approved	Yes
Form	DECLARATIONS	Approved	Yes
Form	POLICY	Approved	Yes
Form	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS EXCLUSION ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS EXCLUSION ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS EXCLUSION/INCREASED LIMITS ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS EXCLUSION ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS EXCLUSION/ADDITIONAL NAMED INSURED ENDORSEMENT	Approved	Yes
Form	FIRST DOLLAR DEFENSE ENDORSEMENT	Approved	Yes
Form	SPECIFIC CLAIM EXCLUSION ENDORSEMENT	Approved	Yes
Form	NAME CHANGE ENDORSEMENT	Approved	Yes
Form	SPECIFIC ENTITY EXCLUSION ENDORSEMENT	Approved	Yes
Form	ADDITIONAL NAMED INSURED ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS EXCLUSION/INCREASED LIMIT ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS EXCLUSION ENDORSEMENT	Approved	Yes
Form	SPECIFIC SERVICE EXCLUSION ENDORSEMENT	Approved	Yes
Form	CHANGE ENDORSEMENT	Approved	Yes

SERFF Tracking Number: *AGNY-125879611* *State:* *Arkansas*
Filing Company: *New Hampshire Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AIC-08-EO-21*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions Liability*

Product Name: *Title Agents Professional Liability Insurance Program*
Project Name/Number: *Title Agents Professional Liability Insurance Program/AIC-08-EO-21*

Form	EXTENDED REPORTING PERIOD ADDITIONAL OPTIONS ENDORSEMENT	Approved	Yes
Form	CANCELLATION ENDORSEMENT	Approved	Yes
Form	ARKANSAS CANCELLATION/NONRENEWAL ENDORSEMENT	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

SERFF Tracking Number: AGNY-125879611 State: Arkansas
Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-EO-21
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: Title Agents Professional Liability Insurance Program
Project Name/Number: Title Agents Professional Liability Insurance Program/AIC-08-EO-21

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/04/2008
Submitted Date 11/04/2008
Respond By Date
Dear Jameka Harris,

This will acknowledge receipt of the captioned filing.

\$100,000 limits of liability are available for selection on application. This coverage is defense within the limit of liability, which is accordance with AID Order # 2007-046, may be written only on risks of \$1,000,000 limits or greater. Please amend.

Please refer to Form 99751 (09/09), page 6, VI., Extended Reporting Period.

We do not see that there is a 60 day, free of charge, basic extended reporting period. Also, Arkansas does not allow that the insurer withhold either the basic or optional extended reporting periods for cancellation/termination due to non-payment of premium, or if deductibles, retentions or excess payments over the limit of liability reimbursements are owed. Also, if payment is received to purchase the optional extended reporting period, that payment must be applied to place the optional extended reporting period coverage into effect, rather than first applied to any monies owed on the terminating policy.

The optional Supplemental Extended Reporting Endorsement must comply with Ark. Code. Ann. §23-79-306 (f) which states that the limit of liability must be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate limit at policy inception.

With reference to the Subrogation clause, this clause should be amended to comply with Arkansas Supreme Court decision, Franklin vs. Healthsource of AR 942.S.W. 2nd 837 (Ark. 1997). It should specifically state that the insurer would be entitled to a recovery only after the insured has been fully compensated for the loss sustained. This includes reimbursement for deductible.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

SERFF Tracking Number: AGNY-125879611 State: Arkansas
 Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AIC-08-EO-21
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Title Agents Professional Liability Insurance Program
 Project Name/Number: Title Agents Professional Liability Insurance Program/AIC-08-EO-21

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 12/02/2008
 Submitted Date 12/02/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: 1. Please see form # 100372 (12/08) - Arkansas Title Agents Professional Liability Application. We have removed all of the limits of liability except for \$1,000,000.

2. Please see form # 100371 (12/08) - Arkansas Amendatory Endorsement. This form revises the Title Agents Professional Liability Policy by amending the Extended Reporting Period and Subrogation provisions as requested.

We hope this additional information will enable you to continue with a favorable review of our filing.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
APPLICATION	100372	(12/08)	Application/Binder/Enrollment	New		0	100372 12_08 AR Title Ins Agents Application.pdf
Previous Version							
APPLICATION	99749	(09/08)	Application/Binder/Enrollment	New		0	99749

SERFF Tracking Number: AGNY-125879611 State: Arkansas
 Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AIC-08-EO-21
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions
 Liability
 Product Name: Title Agents Professional Liability Insurance Program
 Project Name/Number: Title Agents Professional Liability Insurance Program/AIC-08-EO-21

ment

09_08
 Title Ins
 Agents
 Applicatio
 n.pdf
 100371
 12_08 AR
 Changes
 12-2-
 08.pdf

Arkansas Amendatory 100371 (12/08) Endorsement/AmendmentNew
 Endorsement /Conditions

SERFF Tracking Number: *AGNY-125879611* *State:* *Arkansas*
Filing Company: *New Hampshire Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AIC-08-EO-21*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions*
Liability

Product Name: *Title Agents Professional Liability Insurance Program*
Project Name/Number: *Title Agents Professional Liability Insurance Program/AIC-08-EO-21*

No Rate/Rule Schedule items changed.

Sincerely,
Jameka Harris

SERFF Tracking Number: AGNY-125879611 State: Arkansas
Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-EO-21
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: Title Agents Professional Liability Insurance Program
Project Name/Number: Title Agents Professional Liability Insurance Program/AIC-08-EO-21

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	APPLICATION	100372	(12/08)	Application/ New Binder/Enrollment		0.00	100372 12_08 AR Title Ins Agents Application.pdf
Approved	DECLARATIONS	99750	(09/08)	Declaration News/Schedule		0.00	99750 09_08 Title Ins Agents Declarations.pdf
Approved	POLICY	99751	(09/08)	Policy/Coverage Form		0.00	99751 09_08 Title Ins Policy.pdf
Approved	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT	75103	(9/01)	Endorsement/Amendment/Conditions		0.00	75103 09_01 Nuclear Energy.pdf
Approved	PRIOR ACTS EXCLUSION ENDORSEMENT	75197	(9/01)	Endorsement/Amendment/Conditions		0.00	75197 09_01 Prior Acts Exclu.pdf
Approved	PRIOR ACTS EXCLUSION ENDORSEMENT	75198	(9/01)	Endorsement/Amendment/Conditions		0.00	75198 09_01 Prior Acts Exc Endt.pdf
Approved	PRIOR ACTS EXCLUSION/INCREASED LIMITS ENDORSEMENT	75199	(9/01)	Endorsement/Amendment/Conditions		0.00	75199 09_01 Prior Acts Exc Inc Limits.pdf
Approved	PRIOR ACTS	75200	(9/01)	Endorsement/Amendment/Conditions		0.00	75200 09_01

SERFF Tracking Number: AGNY-125879611 State: Arkansas
 Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AIC-08-EO-21
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Title Agents Professional Liability Insurance Program
 Project Name/Number: Title Agents Professional Liability Insurance Program/AIC-08-EO-21

	EXCLUSION			nt/Amendm		Prior Acts
	ENDORSEMENT			ent/Condi		Exc Endt.pdf
				ons		
Approved	PRIOR ACTS EXCLUSION/ADDITIONAL NAMED INSURED ENDORSEMENT	75201	(9/01)	Endorseme New nt/Amendm ent/Condi ons	0.00	75201 09_01 Prior Acts Exc Nmaed Ins Endt.pdf
Approved	FIRST DOLLAR DEFENSE ENDORSEMENT	75202	(9/01)	Endorseme New nt/Amendm ent/Condi ons	0.00	75202 09_01 First Dollar Defense.pdf
Approved	SPECIFIC CLAIM EXCLUSION ENDORSEMENT	75203	(9/01)	Endorseme New nt/Amendm ent/Condi ons	0.00	75203 09_01 Specific Claim Ecl.pdf
Approved	NAME CHANGE ENDORSEMENT	75204	(9/01)	Endorseme New nt/Amendm ent/Condi ons	0.00	75204 09_01 Name Change.pdf
Approved	SPECIFIC ENTITY EXCLUSION ENDORSEMENT	75206	(9/01)	Endorseme New nt/Amendm ent/Condi ons	0.00	75206 09_01 Specific Entity.pdf
Approved	ADDITIONAL NAMED INSURED ENDORSEMENT	75208	(9/01)	Endorseme New nt/Amendm ent/Condi ons	0.00	75208 09_01 Additional Insured.pdf
Approved	PRIOR ACTS EXCLUSION/INCREASED LIMIT ENDORSEMENT	77291	(9/01)	Endorseme New nt/Amendm ent/Condi ons	0.00	77291 09_01 Prior Acts Exc Inc Limits.pdf
Approved	PRIOR ACTS EXCLUSION ENDORSEMENT	77292	(9/01)	Endorseme New nt/Amendm ent/Condi ons	0.00	77292 09_01 Prior Acts Exc Ebdt.pdf

SERFF Tracking Number: AGNY-125879611 State: Arkansas
 Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AIC-08-EO-21
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Title Agents Professional Liability Insurance Program
 Project Name/Number: Title Agents Professional Liability Insurance Program/AIC-08-EO-21

Approved	SPECIFIC SERVICE EXCLUSION ENDORSEMENT	77293	(9/01)	Endorsement/Amendment/Conditions	New	0.00	77293 09_01 Specific Services Ecl.pdf
Approved	CHANGE ENDORSEMENT	77294	(9/01)	Endorsement/Amendment/Conditions	New	0.00	77294 09_01 Change Endt.pdf
Approved	EXTENDED REPORTING PERIOD ADDITIONAL OPTIONS ENDORSEMENT	77898	(9/01)	Endorsement/Amendment/Conditions	New	0.00	77898 09_01 ERP Additional Opt.pdf
Approved	CANCELLATION ENDORSEMENT	77899	(9/01)	Endorsement/Amendment/Conditions	New	0.00	77899 09_01 Cancellation Endt.pdf
Approved	ARKANSAS CANCELLATION/ NONRENEWAL ENDORSEMENT	83675	(11/03)	Cancellation/NonRenewal Notice	New		83675 (11-03) Arkansas Amendatory Endorsement (Prof. Liability, including Med. Mal.).pdf
Approved	Arkansas Amendatory Endorsement	100371	(12/08)	Endorsement/Amendment/Conditions	New		100371 12_08 AR Changes 12-2-08.pdf



AMERICAN INTERNATIONAL COMPANIES®
New Hampshire Insurance Company

70 Pine Street
 New York, NY 10270
 (Herein called the "insurer", "company")

ARKANSAS
TITLE INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE APPLICATION

NOTICE: THIS IS A CLAIMS MADE POLICY. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST YOU AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

1. Name of Applicant: _____

Address: _____

_____ City _____ County _____ State _____ Zip Code

Telephone Number: (____) _____ Fax Number: (____) _____

2. Are there other office locations? Yes No If Yes, please list (including country): _____

3. Applicant is: Sole Proprietor Partnership Corporation

4. Date Established: ____ / ____ / ____
 Month Date Year

5. Have you ever changed the name of the firm, purchased, acquired, been acquired by, merged with or consolidated with any other firm or business in the last five (5) years? Yes No

If Yes, explain in detail: _____

6. Does any person or entity with any equity or ownership interest in the title agency also own, control, manage or operate any construction business, real estate investment or development company, financial institution or title insurance carrier?

Yes No If Yes, describe situation in detail: _____

7. Are any of the principals or key employees actively involved in any business or profession other than title agent, escrow agent, abstractor, etc. or is any other type of business or profession conducted?

Yes No If Yes, explain: _____

8. Have you ever performed any title services on properties outside the United States? Yes No

If Yes, explain: _____

9. Current staff (including owners). Please list names of staff, other than clerical, and assign activity codes and years of experience.

Activity codes
 Owner / Partner / Officer O
 Title Agent T
 Abstractor / Searcher A
 Escrow Agent E
 Closing Agent C

Name	Activity Code	Years of Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Carrier Represented – list all title insurers with whom business is or has been placed in the last five (5) years. All information must be completed. INCLUDE ANY BAR-RELATED TITLE INSURER OR FUND.

Name of Company	Date First Represented	Current Annual Premium Volume	Underwriting Authority?
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

11. Do the two largest clients make up more than 50% of your business? Yes No If Yes, what percentage of your gross annual revenues comes from each of these clients and what business or industry are these clients engaged?

12. Title Activities

Gross Revenue	Last 12 Months
a. Escrow Services	\$ _____
b. Title Agent Commissions / Abstracting / Search Fees	\$ _____
c. Other (describe) _____	\$ _____
Total Gross Revenues	\$ _____

13. Real Property Categories

What is the approximate percentage breakdown of your total gross revenues for the last twelve (12) months for the following categories or real estate?

- a. Residential _____ %
- b. Commercial / Industrial _____ %
- c. Agricultural _____ %
- d. Oil / Gas _____ %
- e. Precious Metals / Minerals
 (i.e. coal, gravel, etc.) _____ %
- f. Other _____ %

14. During the past two (2) years, have you handled disbursement of funds as construction progressed, or have you handled any periodic disbursement type escrows? Yes No

If Yes, provide explanation including percentages of any gross revenue emanating from these clients.

15. Has any person at the firm ever had any professional or business license of any kind suspended or revoked? Yes No

If Yes, explain.

16. Have any claims or suits been made during the past five (5) years against the applicant, its predecessor firm or any of the officers or employees of the firm? Yes No If Yes, please attach a statement of details. Information should include name of claimant, date claim made, nature of claim, amount sought, amounts paid, any reserve amounts and present status of claim.

17. Is the applicant, its predecessor firms or any officers or employees of the firm aware of any circumstance, act, error or omission which may result in a claim against them? Yes No If Yes, please attach a statement with specific details.

18. a) Prior coverage - list all title agents professional liability insurance carried during the past five (5) years. If none, state "none".

Insurance Company	Limit of Liability	Deductible	Premium	Policy Period
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

b) Have you been continuously insured for ten (10) or more years? Yes No If No, please indicate the date on which you first purchased continuous Errors & Omissions Coverage: _____ / _____ / _____
 Month Day Year

19. Has any application for title agents errors and omissions insurance on behalf of the applicant or any predecessor firm been declined, or has any been cancelled or non-renewed? Yes No If Yes, explain, including specific reason for cancellation or non-renewal: **(Missouri Applicants Need Not Reply)**

20. Coverage desired:

a) Limit:

\$1,000,000 Aggregate for the Policy Period

b) Deductible:

- \$1,500
 - \$2,500
 - \$5,000
 - \$10,000
 - Other _____
- Which will apply to each and every claim during the Policy Period

NOTICE TO APPLICANTS – FRAUD WARNINGS

NOTICE TO ARKANSAS APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

The undersigned represents that the statements set forth herein are true and accurate and that there has been no attempt at suppression or misstatement of any material facts known or that should be known, and agrees that this application shall become the basis of any coverage and part of any policy that may be issued by the Company. The execution of this application does not bind the undersigned to purchase any coverage offered, nor does the review and/or receipt of this application bind the Company to issue a policy or offer coverage.

The undersigned understands and accepts that any policy issued will provide coverage on a claims-made basis.

Signed _____

(Applicant)

Date _____

Title _____
(must be signed by authorized officer)

Organization _____
(Organization's Seal)

Attest _____

Producer _____

License Number _____

Address _____

Required submission materials: - In addition to this completed application, the following items are required:

1. Letterhead – Copy of your agency business stationary must be included.
2. Resumes – For agencies in operation for less than two (2) years, resumes on principals and key agency personnel are required.



AMERICAN INTERNATIONAL COMPANIES®
New Hampshire Insurance Company

70 Pine Street
 New York, NY 10270
 (212) 770-7000

(A CAPITAL STOCK COMPANY)

**TITLE INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE
 DECLARATIONS**

THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

NOTICE: This is a claims-made policy. Except to such extent as may otherwise be provided herein, the coverage of this policy is limited to liability for only those claims that are first made against you and reported in writing to us during the policy period. Please read the policy carefully and discuss the coverage thereunder with your insurance agent or broker.

NOTICE: The limit of liability available to pay judgments or settlements shall be reduced by amounts incurred for legal defense. Further note that amounts incurred for legal defense shall be applied against the deductible amount.

Policy Number:

Renewal of:

Item 1: Name Insured:

Address:

Item 2: Policy Period

From:

To:

At 12:01 A.M. standard time at the address of the Named Insured stated above

Item 3: Limits of Liability

a) \$
 b) \$

Each Claim
 Aggregate

Item 4: Deductible

a) \$
 b) \$

Each Claim
 Aggregate

Item 5: Retroactive Date: _____

This insurance does not apply to any claims made against the Insured based upon, arising out of or attributable to any act(s), error(s), omission(s) or personal injury(ies) committed or alleged to have been committed prior to the retroactive date.

Item 6: Premium: \$_____

The Declarations Page and the forms listed below and attached hereto, together with the completed and signed application shall constitute the contract between the Insured(s) and the Company.

Forms and endorsements which make a part of this policy are:

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of the policy

PRESIDENT

SECRETARY

This policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE

DATE

COUNTERSIGNED AT



AMERICAN INTERNATIONAL COMPANIES®
70 Pine Street
New York, NY 10270
(212) 770-7000

TITLE INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE

This is a Claims Made Policy - Please Read it Carefully

NOTICE: The limits of liability available to pay judgments or settlements shall be reduced by amounts incurred for legal defense. Further note that amounts incurred for legal defense shall be applied against the deductible amount. In consideration of the payment of the premium and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to all of the terms of the policy, New Hampshire Insurance Company (hereinafter referred to as the "Company") agrees with the Named Insured to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE-PROFESSIONAL LIABILITY

The Company will pay on behalf of the Insured those sums in excess of the deductible which the Insured shall become legally obligated to pay as Damages as a result of CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD and reported to the Company in writing during the Policy Period or within sixty (60) days thereafter, by reason of any act, error, or omission arising out of professional services rendered or which should have been rendered by the Insured or by any person or entity for whose acts, errors, or omissions the Insured is legally liable, and arising out of the conduct of the Insured's profession or capacity as a:

1. Title Insurance Agent
2. Title Abstractor
3. Closing Agent
4. Escrow Agent
5. Notary Public

II. DEFENSE, INVESTIGATION AND SETTLEMENT OF CLAIMS

As respects such Insurance as is afforded by this policy, the Company shall

- A) have the right and duty to defend, including selection of counsel and arbitrators, in the Insured's name and on the Insured's behalf any Claim for Damages against the Insured, even if such Claim is groundless, false or fraudulent; and have the right to make such investigation, negotiation and settlement, subject to II B. below of any Claim as it deems expedient;
- B) not settle any Claim without the written consent of the Insured. If, however, the Insured refuses to consent to a settlement recommended by the Company and elects to contest the Claim or continue legal proceedings in connection with such Claim, the Company's liability for the Claim shall not exceed the amount for which the Claim could have been settled, including Claims Expenses incurred with its consent up to the date of such refusal, or the applicable limit of liability, whichever is less.

In any event, the Company shall not be obligated to pay any Damages or defend or continue to defend any Claim after the limit of the Company's liability has been exhausted by payment of Damages and/or Claims Expenses, or by deposit of the applicable limit of liability in a court of competent Jurisdiction.

III. CLAIMS EXPENSES

Claims Expenses shall be included within the deductible and the limit of liability and not in addition thereto. Such Claims Expenses shall reduce the available limit of liability

IV. TERRITORY

This policy applies to acts, errors, and omissions that occur anywhere in the world provided a Claim is made and suit or arbitration proceedings are first brought against the Insured in the United States of America, its territories or possessions, or Canada.

DEFINITIONS

I. "INSURED" WHENEVER USED IN THIS POLICY SHALL MEAN:

- A) the Named Insured as stated in the Declarations;
- B) any past or present partner, officer; director; or employee of the Named Insured but only as respects professional services rendered on behalf of the Named Insured;
- C) the heirs, executors, administrators and legal representatives of any Insured in the event of an Insured's death, incapacity or Bankruptcy; but only as respects professional services rendered by such Insured prior to such Insured's death, incapacity or Bankruptcy.

II. "CLAIMS EXPENSES" WHENEVER USED IN THIS POLICY SHALL MEAN:

- A) fees charged by any lawyer designated by the Company; and
- B) if authorized by the Company, all other fees, costs and expenses resulting from investigation, adjustment, defense and appeal of any Claim, suit or proceeding.

Claims Expenses shall not include salaries and expenses of employees or officials of the Company.

III. "CLAIM" WHENEVER USED IN THIS POLICY SHALL MEAN: a demand received by the Insured for Damages, including, but not limited to, the service of suit or institution of arbitration proceedings against the Insured.

IV. "DAMAGES" WHENEVER USED IN THIS POLICY SHALL MEAN: the monetary portion of any judgment, award or settlement, provided always that Damages shall not include:

- A) punitive or exemplary Damages; or
- B) sanctions, fees, fines or penalties Imposed by law; or
- C) matters that may be deemed uninsurable under the law pursuant to which this policy shall be construed; or
- D) matters not covered by this policy.

V. "POLICY PERIOD" WHENEVER USED IN THIS POLICY SHALL MEAN: the period from the effective date of this policy to the expiration date as set forth in the Declarations or earlier termination date, if any, of this policy.

VI. "INSOLVENCY" AS THE TERM IS USED IN THIS POLICY IS DEFINED TO BE ANY OF THE FOLLOWING SITUATIONS OR CONDITIONS:

- A) inability to pay debts or bills on the date they are owed or when they fall due; or
- B) a condition of assets and liabilities that the former, if all were immediately available, would not be sufficient to discharge the latter.

VII. "BANKRUPTCY" AS THE TERM IS USED IN THIS POLICY SHALL MEAN: the condition or status in which a voluntary or involuntary petition in Bankruptcy has been filed with any federal Bankruptcy court.

EXCLUSIONS

This policy does not apply to

- A) any Claim that results in final adjudication against any Insured that the Insured has committed any criminal,

dishonest, fraudulent, or malicious act, error, or omission;

The Company shall provide a defense for such Claims without any liability on the part of the Company to pay Damages which the adjudged Insured becomes legally obligated to pay. This Exclusion does not apply to any Insured who is not so adjudged to have committed such act, error, or omission. This policy shall then pay only in excess of the deductible and in excess of the full extent of the available capital and assets of any Insured who was so adjudged to have committed such act, error, or omission. Any personal assets of such Insured recovered by the Named Insured shall inure, to the extent of the amount paid by this policy, to the benefit of the Company.

- B) any Claim based upon or arising out of any act, error; or omission occurring prior to the effective date of the policy if the Insured at the effective date knew or could have reasonably foreseen that such act, error, or omission might be expected to be the basis of a Claim or suit,
- C) any Claim based upon or arising out of: bodily Injury, sickness, disease; death, emotional distress, or personal injury of any person, or damage to or destruction of any tangible property or loss of use thereof;
- D) any Claim based upon or arising out of the Insured's activities as an officer, director, partner; manager, or employee of any company, corporation, operation, organization or association other than the Named Insured;
- E) any Claim made against an Insured by any Insured or by any person or entity which at any time had any equity or ownership interest in the Named Insured;
- F) any Claim based upon or arising out of discrimination, harassment, or misconduct by any Insured on the basis of race, creed, national origin, age, sex, marital status, health status, or sexual preference or orientation;
- G) any Claim based upon or arising out of the conduct of any business enterprise other than the Named Insured (including the ownership, maintenance or care of any property in connection therewith) which is owned by any Insured or in which any Insured is a partner, officer, director, or employee, or which is directly or indirectly controlled, operated or managed by any Insured either individually or in a fiduciary capacity;
- H) any Claim based upon or arising out of the Insured's activities or capacity as a fiduciary under the Employee Retirement Income Security Act of 1974 (ERISA) and its amendments or any regulation or order issued pursuant thereto;
- I) any Claim based upon or arising out of any violations of the Securities Exchange Act of 1933; the Securities Exchange Act of 1934; the Trust Indenture Act of 1939; the Investment Advisors Act of 1940; or state Blue Sky or securities laws, any amendments thereto or any regulations or orders issued pursuant thereto;
- J) any Claim alleging the failure to maintain sufficient insurance, including, but not limited to, adequate levels or limits of insurance;
- K) any Claim based upon or arising out of the actual or alleged theft, stealing, conversion, commingling, embezzlement or misappropriation by any person of any escrow, trust, or mortgage monies or funds, or of any other monies, funds, securities or assets,
- L) any Claim based upon or arising out of the Insolvency or Bankruptcy (as those terms are defined herein) of the Named Insured, or of any person with any equity or ownership interest in the Named Insured;
- M) any Claim based upon or arising out of the intentional or willful failure to follow any escrow or closing instructions, or to the intentional or willful disregard of any escrow or closing instructions;
- N) any Claim based upon or arising out of the intentional or willful breach or disregard of any oral or written underwriting or binding authority;
- O) any Claim based upon or arising out of any oil or gas related title work, or to any oil or gas interests or property rights;
- P) any Claim based upon or arising out of any actual or alleged violation of the Racketeer Influenced and Corrupt

Organizations Act of 1970 (commonly known as [RICO]); Title 18 U.S.C. Section 1960 ET SEQ.; or any similar state statute;

- Q) any Claim based upon or arising out of liability assumed by any Insured under the terms of any contract or agreement, unless such liability would have attached to the Insured even in the absence of the contract or agreement;
- R) any Claim based upon or arising out of notarized certification or acknowledgment of a signature without the physical appearance before such notary public by the person who is or claims to be the person signing said instrument;
- S) any Claim alleging any violation of any antitrust law or statute.

LIMIT OF LIABILITY AND DEDUCTIBLE

I. LIMIT OF LIABILITY

The limit of liability shall apply in excess of the deductible. Claims Expenses and amounts paid or incurred in satisfaction of Claims are subject to the applicable limits of liability.

Claims Expenses shall first be subtracted from the limit of liability, with the remainder, if any, being the amount available to pay Damages.

The liability of the Company for the combined total of Damages and Claims Expenses for each Claim first made against the Insured during the Policy Period, including the extended reporting period, if purchased, shall not exceed the amount stated in the Declarations for "Each Claim."

Subject to the provisions for "Each Claim," the liability of the Company shall not exceed the amount stated in the Declarations as "Aggregate" as a result of all Claims first made against the Insured during the Policy Period, including the extended reporting period, if purchased.

II. DEDUCTIBLE

The deductible stated in the Declarations applies to each Claim and shall be paid by the Insured. The deductible shall be applicable to the combined total of Damages and Claims Expenses. Payment of the deductible or portions thereof shall be made by the Insured within thirty (30) days of receipt of demand by the Company.

III. MULTIPLE INSURED, CLAIMS AND CLAIMANTS

The inclusion of more than one (1) Insured in any Claim or the making of Claims by more than one (1) person or organization shall not operate to increase the limits of liability or deductible. Two (2) or more Claims arising out of a single act, error, or omission or a series of related acts, errors, or omissions shall be treated as a single Claim.

All such Claims whenever made shall be considered first made on the date on which the earliest Claim arising out of such act, error, or omission was first made and all such Claims are subject to the same limit of liability and deductible.

IV. REIMBURSEMENT TO THE COMPANY

If the Company has paid any amounts in satisfaction of any Claims and/or Claims Expenses in excess of the applicable limit of liability, or within the amounts of the applicable deductible, the Insureds, jointly and severally shall be liable to the Company for any and all such amounts and, upon demand, shall pay such amounts to the Company.

CONDITIONS

I. INSURED'S DUTIES IN THE EVENT OF A CLAIM

As a condition precedent to the availability of coverage under this policy, the Insured's duties in the event of a Claim are as follows:

- A) If a Claim is made against the Insured, the Insured must give immediate written notice to the Company, directed to:
A.I.G.T.S, PPL Claims
175 Water Street, 7th Floor
New York, New York 10038

Notice shall include every demand, notice, summons, or other process received by the Insured.

- B) The Insured shall cooperate with the Company in the defense, Investigation and settlement of any Claim. Upon the Company's request, the Insured shall submit to examination or questioning, attend hearings, depositions and trials and assist in effecting settlements, securing and giving evidence and obtaining the attendance of witnesses in the conduct of suits.
- C) The Insured shall assist the Company in securing any rights of indemnity, contribution or apportionment available to the Insured or the Company.
- D) The Insured shall not, without prior written consent of the Company, make any payment, admit liability, settle Claims, assume any obligations, agree to arbitration or any similar means of resolution of any dispute, waive any rights or incur any Claims Expenses on behalf of the Company.

II. REPORTING OF POTENTIAL CLAIMS

If, during the Policy Period, the Insured first becomes aware of any act, error, or omission which might reasonably give rise to a Claim against the Insured under this policy and gives written notice of such act, error, or omission to the Company during the Policy Period, any Claim subsequently made against the Insured arising out of that act, error, or omission shall be considered to have been made during the Policy Period.

Written notice of a potential Claim shall include:

- A) the specific act, error, or omission; and
- B) the injury or damage that may reasonably result; and
- C) the circumstances by which the Insured became aware of the act, error, or omission.

The Insured shall cooperate with the Company as set forth in Condition I.

III. NOTIFICATION OF CHANGE IN OWNERSHIP

The Insured agrees to notify the Company in writing within ten (10) days of the date of any change in the majority equity or ownership interest in the Named Insured. The notification shall identify the new majority owners and state the manner in which they obtained their ownership interests.

IV. COMPANY'S RIGHT TO AUDIT

The Company has the right at any time to audit the Insured's records. This may be done at any time during or after the Policy Period at the sole discretion of the Company. The Company shall give a ten (10) day written notice to the Insured prior to the date of audit.

V. EXTENDED REPORTING PERIOD

If the Company or the Named Insured shall cancel or nonrenew this policy, the Named Insured shall have the right to extend the time for reporting Claims made against an Insured for an additional twelve (12) months past the end of the Policy Period. The additional premium for the extended reporting period shall be 125% of the policy's last annual premium.

This option applies only to Claims otherwise covered by this policy which are first made against the Insured and reported to the Company during the extended reporting period. Coverage for Claims first made and reported during the extended reporting period applies only to Claims for acts, errors, or omissions which took place prior to the end of the Policy Period and after the retroactive date, if any.

This right to purchase the extended reporting period is subject to the following conditions:

- A) This policy was cancelled or nonrenewed for reasons other than non-payment of premium.
- B) Any deductible amounts due the Company must first be paid by the Insured.
- C) The Named Insured must send written notice to the Company of the intention to purchase the extended reporting period accompanied by the additional premium. Written notice and premium payment must be received by the Company within sixty (60) days after the termination or nonrenewal date of the Policy Period.
- D) Separate or new limits do not apply to the extended reporting period. In no event shall the Company be required to make any payment for Claims or Claims Expenses which exceed the balance of the limit of liability in effect at the time the policy is terminated.
- E) This option to extend the reporting period does not extend the Policy Period.
- F) This option is not available if any Insured's license or right to practice his or her profession is revoked, suspended by or surrendered at the request of any regulatory authority.

VI. SUBROGATION

In the event of payment by the Company under this policy, the Company shall be subrogated to all of the Insured's rights of recovery against any person or organization. The Insured shall cooperate with the Company and do whatever is necessary to secure such rights and shall do nothing to prejudice such rights.

VII. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this policy nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

VIII. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company unless its consent is endorsed hereon. If, however, an Insured shall die or be adjudged incompetent, this policy shall cover the Insured's legal representative as the Insured with respect to liability previously incurred and covered by this policy.

IX. CANCELLATION

This policy may be cancelled by the Named Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. If this policy is cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium.

This policy may be cancelled by the Company by mailing to the Named Insured at the address stated in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective; but this policy may be cancelled as aforesaid by not less than ten (10) days notice when the cancellation is due to non-payment of premium. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the Policy Period. If the Company cancels, earned premium shall be computed pro rata.

Delivery of written notice by the Company shall be equivalent to mailing. Premium adjustment may be made at the time cancellation is effected or as soon as practical thereafter.

X. OTHER INSURANCE

If there is other insurance applicable to a Claim covered by this policy, this policy shall be deemed excess insurance over and above the applicable limits of liability of all such other insurance unless such other insurance is written only as specific insurance over the limits of liability provided in this policy.

XI. ACTION AGAINST THE COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured 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 has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy.

Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability.

XII. ENTIRE AGREEMENT

By acceptance of this policy, the Insured reaffirms as of the effective date of this policy that: (a) the statements in the application attached hereto and made a part hereof are the Insured's agreements and representations; (b) this policy is Issued in reliance upon the truth, accuracy and completeness of such representations; and (c) this policy embodies all agreements between the Insured and the Company or any of Its agents relating to this insurance.

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

PRESIDENT

SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

AUTHORIZED REPRESENTATIVE

This endorsement effective:

Forms a part of policy number

Issued to

By

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)**

It is agreed that:

- I. The insurance does not apply
 - A) Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization
 - B) Under any Medical Payments coverage to expenses incurred with respect to "bodily injury" resulting from "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C) Under any Liability Coverage to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of the "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to "property damage" to such "nuclear facility" and any property thereat.

II. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source Material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used in the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such materials in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

All other terms, conditions and exclusions of this policy shall remain unchanged.

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS EXCLUSION ENDORSEMENT

It is agreed that the Company shall have no obligation whatsoever under this policy to make any payment of any kind for either Claims Expenses or Damages, or to arrange for, provide, or pay for any defense, for any Claim which is based upon, or arises from an act, error or omission actually or allegedly committed prior to _____, regardless of when the Claim is made or reported.

All other terms, conditions and exclusions of this policy shall remain unchanged

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS EXCLUSION ENDORSEMENT

It is further agreed that the Company shall have no obligation whatsoever under this policy to make any payment of any kind for either Claims Expenses or Damages, or to arrange for, provide, or pay for any defense, for any Claim which is based upon, or arises from a wrongful act actually or allegedly committed prior to _____ regardless of when the Claim is made or reported.

It is further agreed that the Company's aggregate limit of liability will be reduced to \$_____ including Claims Expenses as defined by the policy in respect to any Claim, which is based upon or arises from an act, error or omission actually or allegedly committed prior to _____ regardless of when the Claim is made or reported.

All other terms, conditions and exclusions of this policy shall remain unchanged

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIOR ACTS EXCLUSION / INCREASED LIMITS ENDORSEMENT
(with Prior Acts Limitation)**

It is hereby agreed that with effect from _____, the limit of liability as noted in Item 3 of the Declarations will be amended as follows:

\$_____ Each Claim and aggregate for the policy period

In consideration of the above, there is charged an additional premium of \$_____.

It is further agreed that the Company shall have no obligation whatsoever under this policy to make any payment of any kind for either Claims Expenses or Damages, or to arrange for, provide, or pay for any defense, for any Claim which is based upon, or arises from an act, error or omission actually or allegedly committed prior to _____, regardless of when the Claim is made or reported.

It is further agreed that the Company's aggregate limit of liability will be reduced to \$_____ each Claim and aggregate for each policy period, including Claims Expenses as defined by the policy in respect of any Claim, which is based upon or arises from an act, error or omission actually or allegedly committed between _____ and prior to _____, regardless of when the Claim is made or reported

All other terms, conditions and exclusions of this policy shall remain unchanged.

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS EXCLUSION ENDORSEMENT

It is further agreed that the Company shall have no obligation whatsoever under this policy to make any payment of any kind for either Claims Expenses or Damages, or to arrange for, provide, or pay for any defense, for any Claim which is based upon, or arises from an act, error or omission actually or allegedly committed prior to a) or b) below, regardless of when the Claim is made or reported:

a) (insert date and activity) _____

b) (insert date and activity) _____

All other terms, conditions and exclusions of this policy shall remain unchanged.

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS EXCLUSION / ADDITIONAL NAMED INSURED ENDORSEMENT

It is hereby noted and agreed that _____ is added to this policy as an additional Named Insured.

It is further agreed that the Company shall have no obligation whatsoever under this policy to make any payment of any kind for either Claims Expenses or Damages, or to arrange for, provide, or pay for any defense, for any Claim which is based upon, or arises from an act, error or omission actually or allegedly committed prior to _____, regardless of when the Claim is made or reported.

All other terms, conditions and exclusions of this policy shall remain unchanged

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST DOLLAR DEFENSE ENDORSEMENT

It is hereby noted and agreed that the deductible, as stated in Item 4 of the Declarations, will not apply to Claims Expenses as defined in Definitions, Section II, of the policy.

All other terms, conditions and exclusions of this policy shall remain unchanged.

Authorized Representative

Date

This endorsement effective

Forms a part of policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SPECIFIC CLAIM EXCLUSION ENDORSEMENT

It is agreed that any Claim arising from or related to an act, error or omission actually or allegedly committed by _____ is excluded from coverage by the policy.
(insert entity name)

All other terms, conditions and exclusions of this policy shall remain unchanged.

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAME CHANGE ENDORSEMENT

It is hereby noted and agreed that Item 1. Named Insured of the Declarations should read as follows:

All other terms, conditions and exclusions of this policy shall remain unchanged

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number:

Issued to

By

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SPECIFIC ENTITY EXCLUSION ENDORSEMENT

It is agreed that the Company shall have no obligation whatsoever under this policy to make any payment of any kind for either Claims Expenses or Damages, or to arrange for, provide, or pay for any defense for any Claim made by or against _____
(insert entity name)

All other terms, conditions and exclusions of this policy shall remain unchanged.

Authorized Representative

Date

This endorsement effective:
Forms a part of policy number
Issued to
By

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NAMED INSURED ENDORSEMENT

In consideration of the premium charged, the following entities are added to the policy as additional Insureds:

All other terms, conditions and exclusions of this policy shall remain unchanged.

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIOR ACTS EXCLUSION / INCREASED LIMIT ENDORSEMENT
(with Prior Acts Limitation)**

It is hereby understood that with effect from _____, the limit of liability as noted in Item 3 of the Declarations will be amended as follows:

§ Each Claim and Aggregate for the Policy Period

It is further agreed that the Company shall have no obligation whatsoever under this policy, to make any payment of any kind for either Claims Expenses or Damages, or to arrange for, provide, or pay for any defense, for any Claim which is based upon or arises from an act, error or omission actually or allegedly committed prior to _____, regardless of when the Claim is made or reported.

All other terms, conditions and exclusions of this policy shall remain unchanged

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number

Issued to

By

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PRIOR ACTS EXCLUSION ENDORSEMENT

It is agreed that the Company's aggregate limit of liability will be reduced to \$_____ in respect to any Claim which is based upon or arises from an act, error or omission actually or allegedly committed prior to _____, regardless of when the Claim is made or reported.

All other terms, conditions and exclusions of this policy shall remain unchanged.

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number

Issued to

By

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SPECIFIC SERVICE EXCLUSION ENDORSEMENT

It is hereby understood and agreed that in consideration of the premium charged, there is no coverage afforded, under the above mentioned policy, for the Insured's activities as an

(specify service)

All other terms, conditions and exclusions of this policy shall remain unchanged.

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE ENDORSEMENT

All other terms, conditions and exclusions of this policy shall remain unchanged.

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

EXTENDED REPORTING PERIOD ADDITIONAL OPTIONS ENDORSEMENT

It is hereby understood and agreed that the following options are added to Conditions, Section V. Extended Reporting Period, of the policy

1. Twenty – four (24) months extended reporting period at 150% of the policy's last annual premium.
2. Thirty – six (36) months extended reporting period at 200% of the policy's last annual premium
3. Sixty (60) months extended reporting period at 225% of the policy's last annual premium.
4. Unlimited extended reporting period at 250% of the policy's last annual premium.

All other terms, conditions and provisions of this policy shall remain unchanged.

Authorized Representative

Date

This endorsement effective:

Forms a part of policy number

Issued to

By

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CANCELLATION ENDORSEMENT

In consideration of a return premium of \$ _____, it is understood and agreed that this policy is cancelled effective _____ at the Insured's request.

All other terms, conditions and exclusions of this policy shall remain unchanged.

Authorized Representative

Date

ENDORSEMENT

This endorsement, effective _____ at _____

forms part of _____

Policy no.: _____ issued to: _____

By: _____

ARKANSAS AMENDATORY ENDORSEMENT (Professional Liability, including Medical Malpractice)

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "First Named Insured" and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy unless such cancellation is based upon at least one (1) of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by or with the knowledge of the Insured or Other Insured(s) in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (c) The occurrence of material change in the risk which substantially increases any hazard insured against after policy issuance;
- (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the policy;
- (e) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Insurer issuing the policy require payment thereof as a condition of the issuance and maintenance of the policy; or
- (f) A material violation of a material provision of the policy.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

- a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.
- b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.

B. NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

- (a) its expiration date; or
- (b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. NOTICE OF PREMIUM INCREASE

If the Insurer decides to increase current premium by twenty five percent (25%) or more upon renewal, the insurer shall notify the First Named Insured and agent prior to the effective date of the renewal.

Notice must be mailed or delivered to the First Named Insured's agent not less than sixty (60) days prior to the effective date of the renewal and to the First Named Insured not less than thirty (30) days prior to the effective date of renewal.

If notice is not given in the manner provided above, the Insurer shall extend the existing policy sixty (60) days from the date that such notice is mailed or delivered. The premium for the extended policy may not be more than the pro rata premium of the existing policy.

All other terms, conditions and exclusions remain unchanged.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. _____ forms a part of Policy

No. _____ issued to _____ by _____

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TITLE INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE

I. Section **V. EXTENDED REPORTING PERIOD** of **CONDITIONS** is deleted in its entirety and replaced with the following:

A) Automatic Extended Reporting Period

If the Named Insured cancels or chooses not to renew this policy or if the Company decides to cancel or non-renew this policy for any reason, the Company shall provide to the Named Insured an automatic non-cancelable Extended Reporting Period starting at the termination of the Policy Period, if the Named Insured has not obtained another policy of title insurance agents professional liability insurance. This automatic Extended Reporting Period will terminate either after sixty (60) days or at 12:01 A.M. on the date another policy of professional liability insurance applicable to the Named Insured takes effect, whichever occurs first.

The Limits of Liability for the Automatic Extended Reporting Period shall be part of and not in addition to the Limits of Liability applicable to the Policy Period.

B) Optional Extended Reporting Period

If this policy is canceled or non-renewed by the Company or the Named Insured for any reason, the Named Insured shall have the option to purchase an Extended Reporting Period by advising the Company in writing, as provided below, of its election to do so, accompanied by the payment of the additional premium of 125% of the policy's last annual premium. The Extended Reporting Period will apply only to claims first made against the Insured for twelve (12) months following immediately upon the effective date of such cancellation or non-renewal, but only by reason of an act, error or omission arising out of professional services which happens subsequent to the retroactive date and prior to the effective date of such cancellation or non-renewal, and which is otherwise covered by this policy.

If however, this policy is immediately succeeded by similar claims-made insurance coverage issued by any insurer for which the retroactive date is the same as or earlier than that shown in Item 5. of the Declarations, the succeeding

insurance shall be deemed to be a renewal hereof and the Named Insured shall have no right to an Extended Reporting Period.

The quotation of a different premium or deductible amount or limit of liability or differing terms and conditions for renewal does not constitute a refusal to renew for the purpose of this provision.

As a condition precedent to the Named Insured's right to purchase the Extended Reporting Period, the Named Insured must have satisfied all conditions of this policy and must have paid all premiums deductible amounts due.

The Named Insured's right to purchase the Extended Reporting Period must be exercised by notice, in writing, not later than sixty (60) days after the cancellation or expiration date of this policy and must include payment of the entire premium for the Extended Reporting Period. If such notice and payment are not so given to the Company, the Named Insured shall not be able to purchase an Extended Reporting Period subsequently.

The Extended Reporting Period shall be non-cancelable. Accordingly, at the commencement of any Extended Reporting Period, the entire premium shall be considered earned.

The Limit of Liability for the Extended Reporting Period shall be the greater of the amount of coverage remaining under the Limit of Liability for the expiring policy or fifty percent (50%) of the policy's aggregate Limit of Liability in effect at the inception of the Policy Period.

- II. Section **VI. SUBROGATION** of **CONDITIONS** is amended to include the following:
The Company will be entitled to recovery only after the Insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

All other terms and conditions of the policy remain the same.

Authorized Representative

SERFF Tracking Number: *AGNY-125879611* *State:* *Arkansas*
Filing Company: *New Hampshire Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AIC-08-EO-21*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions Liability*

Product Name: *Title Agents Professional Liability Insurance Program*
Project Name/Number: *Title Agents Professional Liability Insurance Program/AIC-08-EO-21*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125879611 State: Arkansas
Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-EO-21
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: Title Agents Professional Liability Insurance Program
Project Name/Number: Title Agents Professional Liability Insurance Program/AIC-08-EO-21

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 12/12/2008

Comments:

Attachment:

PCTD Transmittal - Form.pdf

Satisfied -Name: Forms Listing **Review Status:** Approved 12/12/2008

Comments:

Attachment:

Form Listing Title Agents.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
American International Group, Inc	012

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
New Hampshire Insurance Company	PA	23841	02-0172170	

5. Company Tracking Number	AIC-08-EO-21
-----------------------------------	--------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jameka Y. Harris 175 Water Street, 17 th Fl. New York, NY 10038	Filings Analyst	(212) 458 7056	(212) 458 7077	Jameka.harris@aig.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Jameka Y. Harris		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 – Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0019 – Professional Errors and Omissions
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Title Agents Professional Liability Insurance Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: November 26, 2008 Renewal: November 26, 2008
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	October 29, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	AIC-08-EO-21
------------	--	--------------

21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
------------	--

The purpose of this filing is to add New Hampshire Insurance Company (the “Company”) to American Home Assurance Company’s Title Agents Professional Liability Insurance Program (the “Program”) currently on file with your Department (filing no. AIC-01-PR-06).

For your information, the policy, application(s), and declaration page(s) have been revised to reflect the name of the Company and new numbers assigned to the forms. The fraud warnings, cancellation/non-renewal endorsements and other state amendatory endorsements have also been revised to comply with your state insurance laws and regulations. No other changes have been made to these previously approved forms.

No changes are being made to the rating methodology currently on file for this Program under filing no. AIC-01-PR-06.

Your favorable review and consideration are respectfully requested.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

Check #: N/A – EFT
Amount:

Refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state’s checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1. This filing transmittal is part of Company Tracking #		AIC-08-EO-21			
2. This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)					
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	APPLICATION	99749 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	DECLARATIONS	99750 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	POLICY	99751 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT	75103 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	PRIOR ACTS EXCLUSION ENDORSEMENT	75197 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	PRIOR ACTS EXCLUSION ENDORSEMENT	75198 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	PRIOR ACTS EXCLUSION/INCREASE D LIMITS ENDORSEMENT	75199 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	PRIOR ACTS EXCLUSION ENDORSEMENT	75200 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	PRIOR ACTS EXCLUSION/ADDITIONAL NAMED INSURED ENDORSEMENT	75201 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	FIRST DOLLAR DEFENSE ENDORSEMENT	75202 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	SPECIFIC CLAIM EXCLUSION ENDORSEMENT	75203 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	NAME CHANGE ENDORSEMENT	75204 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	SPECIFIC ENTITY EXCLUSION ENDORSEMENT	75206 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	ADDITIONAL NAMED INSURED ENDORSEMENT	75208 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

	PRIOR ACTS EXCLUSION/INCREASE D LIMIT ENDORSEMENT	77291 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	PRIOR ACTS EXCLUSION ENDORSEMENT	77292 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	SPECIFIC SERVICE EXCLUSION ENDORSEMENT	77293 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	CHANGE ENDORSEMENT	77294 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	EXTENDED REPORTING PERIOD ADDITIONAL OPTIONS ENDORSEMENT	77898 (09/01)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	CANCELLATION ENDORSEMENT	77899 (09/01)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	ARKANSAS CANCELLATION/NONR ENEWAL ENDORSEMENT	83675 (11/03)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

© 2007 National Association of Insurance Commissioners

Form Listing

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
1	APPLICATION	99749 (09/08)	A = Application	Same		M	N/A	No	
2	DECLARATIONS	99750 (09/08)	D = Declarations	Same		M	N/A	No	
3	POLICY	99751 (09/08)	P = Policy	Same		M	N/A	No	Provides Professional Liability coverage for errors and omissions occurring as a result of the services the insured provides.
4	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT	75103 (09/01)	E = Endorsement	Same		M	R	No	Excludes various coverage arising out of the use of nuclear materials
5	PRIOR ACTS EXCLUSION ENDORSEMENT	75197 (09/01)	E = Endorsement	Same		O	R	No	Excludes prior acts coverage from the date specified within the endorsement
6	PRIOR ACTS EXCLUSION ENDORSEMENT	75198 (09/01)	E = Endorsement	Same		O	R	No	Excludes prior acts coverage from the date specified and reduces the aggregate policy limit to the amount specified in the endorsement
7	PRIOR ACTS EXCLUSION/INCREASED LIMITS ENDORSEMENT	75199 (09/01)	E = Endorsement	Same		O	R, B	Yes	Allows for a mid-term increase in limits of liability and reduces the aggregate policy limit for claims that arise prior to the date in the endorsement
8	PRIOR ACTS EXCLUSION ENDORSEMENT	75200 (09/01)	E = Endorsement	Same		O	R	No	Provides an exclusion for a specified date and activity, as specified by the insured within the endorsement
9	PRIOR ACTS EXCLUSION/ADDITIONAL NAMED INSURED ENDORSEMENT	75201 (09/01)	E = Endorsement	Same		O	R	No	Adds the entity indicated within the endorsement to the policy as an additional Named insured and excludes prior acts for the newly named entity from the date specified in the endorsement
10	FIRST DOLLAR DEFENSE ENDORSEMENT	75202 (09/01)	E = Endorsement	Same		O	B	No	Removes the applicability of the deductible to claims expenses as defined in the policy
11	SPECIFIC CLAIM EXCLUSION ENDORSEMENT	75203 (09/01)	E = Endorsement	Same		O	R	No	Excludes coverage for claims committed by the entity specified in the endorsement

12	NAME CHANGE ENDORSEMENT	75204 (09/01)	E = Endorsement	Form Listing Same		O	C	No	Amends Item 1. Named Insured of the Declarations
13	SPECIFIC ENTITY EXCLUSION ENDORSEMENT	75206 (09/01)	E = Endorsement	Same		O	R	No	Excludes payments for Claims Expenses or Damages, or to provide or pay for any defense for any Claim made by or against the entity specifies in the endorsement
14	ADDITIONAL NAMED INSURED ENDORSEMENT	75208 (09/01)	E = Endorsement	Same		O	B	No	Adds the named entity to the policy ass additional Named Insureds
15	PRIOR ACTS EXCLUSION/INCREASED LIMIT ENDORSEMENT	77291 (09/01)	E = Endorsement	Same		O	B, R		Increases the limit of liability for the policy, provides a prior date for the coverage and excludes coverage as of the date specified within the endorsement
16	PRIOR ACTS EXCLUSION ENDORSEMENT	77292 (09/01)	E = Endorsement	Same		O	R	No	Reduces the aggregate policy limit to the amount stated for prior acts as of the date specifies in the endorsement
17	SPECIFIC SERVICE EXCLUSION ENDORSEMENT	77293 (09/01)	E = Endorsement	Same		O	R	No	Excludes specific services as indicated within the endorsement
18	CHANGE ENDORSEMENT	77294 (09/01)	E = Endorsement	Same		O	C	No	Used for administrative changes made to the policy
19	EXTENDED REPORTING PERIOD ADDITIONAL OPTIONS ENDORSEMENT	77898 (09/01)	E = Endorsement	Same		O	B	Yes	Adds options of 24, 36, 60 or unlimited months reporting periods to Conditions, Section V. Extended Reporting Period, of the policy
20	CANCELLATION ENDORSEMENT	77899 (09/01)	E = Endorsement	Same		O	C	No	Cancels the policy as of the date and with the return premium specified within the endorsement, and at the request of the insured
21	ARKANSAS CANCELLATION/NONRENEWAL ENDORSEMENT	83675 (11/03)	E = Endorsement	Same		M	C	No	Clarifies coverage per state guidelines

A = Application
 D = Declarations
 E = Endorsement
 P = Policy
 O = Other (Please explain)

Yes or No

SERFF Tracking Number: *AGNY-125879611* *State:* *Arkansas*
Filing Company: *New Hampshire Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AIC-08-EO-21*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions Liability*

Product Name: *Title Agents Professional Liability Insurance Program*
Project Name/Number: *Title Agents Professional Liability Insurance Program/AIC-08-EO-21*

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	APPLICATION	10/29/2008	99749 09_08 Title Ins Agents Application.pdf



AMERICAN INTERNATIONAL COMPANIES®
New Hampshire Insurance Company

70 Pine Street
 New York, NY 10270
 (Herein called the "insurer", "company")

TITLE INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE APPLICATION

NOTICE: THIS IS A CLAIMS MADE POLICY. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST YOU AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

1. Name of Applicant: _____

Address: _____

_____ City _____ County _____ State _____ Zip Code

Telephone Number: (____) _____ Fax Number: (____) _____

2. Are there other office locations? Yes No If Yes, please list (including country): _____

3. Applicant is: Sole Proprietor Partnership Corporation

4. Date Established: ____ / ____ / ____
 Month Date Year

5. Have you ever changed the name of the firm, purchased, acquired, been acquired by, merged with or consolidated with any other firm or business in the last five (5) years? Yes No

If Yes, explain in detail: _____

6. Does any person or entity with any equity or ownership interest in the title agency also own, control, manage or operate any construction business, real estate investment or development company, financial institution or title insurance carrier? Yes No If Yes, describe situation in detail: _____

7. Are any of the principals or key employees actively involved in any business or profession other than title agent, escrow agent, abstractor, etc. or is any other type of business or profession conducted? Yes No If Yes, explain: _____

8. Have you ever performed any title services on properties outside the United States? Yes No

If Yes, explain: _____

9. Current staff (including owners). Please list names of staff, other than clerical, and assign activity codes and years of experience.

Activity codes
 Owner / Partner / Officer O
 Title Agent T
 Abstractor / Searcher A
 Escrow Agent E
 Closing Agent C

Name	Activity Code	Years of Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Carrier Represented – list all title insurers with whom business is or has been placed in the last five (5) years. All information must be completed. INCLUDE ANY BAR-RELATED TITLE INSURER OR FUND.

Name of Company	Date First Represented	Current Annual Premium Volume	Underwriting Authority?
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

11. Do the two largest clients make up more than 50% of your business? Yes No If Yes, what percentage of your gross annual revenues comes from each of these clients and what business or industry are these clients engaged?

12. Title Activities

Gross Revenue	Last 12 Months
a. Escrow Services	\$ _____
b. Title Agent Commissions / Abstracting / Search Fees	\$ _____
c. Other (describe) _____	\$ _____
Total Gross Revenues	\$ _____

13. Real Property Categories

What is the approximate percentage breakdown of your total gross revenues for the last twelve (12) months for the following categories or real estate?

- a. Residential _____ %
- b. Commercial / Industrial _____ %
- c. Agricultural _____ %
- d. Oil / Gas _____ %
- e. Precious Metals / Minerals (i.e. coal, gravel, etc.) _____ %
- f. Other _____ %

14. During the past two (2) years, have you handled disbursement of funds as construction progressed, or have you handled any periodic disbursement type escrows? Yes No

If Yes, provide explanation including percentages of any gross revenue emanating from these clients.

15. Has any person at the firm ever had any professional or business license of any kind suspended or revoked?

Yes No If Yes, explain.

16. Have any claims or suits been made during the past five (5) years against the applicant, its predecessor firm or any of the officers or employees of the firm? Yes No If Yes, please attach a statement of details. Information should include name of claimant, date claim made, nature of claim, amount sought, amounts paid, any reserve amounts and present status of claim.

17. Is the applicant, its predecessor firms or any officers or employees of the firm aware of any circumstance, act, error or omission which may result in a claim against them? Yes No If Yes, please attach a statement with specific details.

18. a) Prior coverage - list all title agents professional liability insurance carried during the past five (5) years. If none, state "none".

Insurance Company	Limit of Liability	Deductible	Premium	Policy Period
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

b) Have you been continuously insured for ten (10) or more years? Yes No If No, please indicate the date on which you first purchased continuous Errors & Omissions Coverage: _____ / _____ / _____
 Month Day Year

19. Has any application for title agents errors and omissions insurance on behalf of the applicant or any predecessor firm been declined, or has any been cancelled or non-renewed? Yes No If Yes, explain, including specific reason for cancellation or non-renewal: **(Missouri Applicants Need Not Reply)**

20. Coverage desired:

- a) Limit:
- \$100,000 Aggregate
 - \$250,000 for the
 - \$500,000 Policy
 - \$1,000,000 Period
- b) Deductible:
- \$1,500 Which will apply
 - \$2,500 to each and every
 - \$5,000 claim during the
 - \$10,000 Policy Period
 - Other _____

NOTICE TO APPLICANTS – FRAUD WARNINGS

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR

CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

NOTICE TO OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

The undersigned represents that the statements set forth herein are true and accurate and that there has been no attempt at suppression or misstatement of any material facts known or that should be known, and agrees that this application shall become the basis of any coverage and part of any policy that may be issued by the Company. The execution of this application does not bind the undersigned to purchase any coverage offered, nor does the review and/or receipt of this application bind the Company to issue a policy or offer coverage.

The undersigned understands and accepts that any policy issued will provide coverage on a claims-made basis.

Signed _____
(Applicant)

Date _____

Title _____
(must be signed by authorized officer)

Organization _____
(Organization's Seal)

Attest _____

Producer _____

License Number _____

Address _____

Required submission materials: - In addition to this completed application, the following items are required:

1. Letterhead – Copy of your agency business stationary must be included.
2. Resumes – For agencies in operation for less than two (2) years, resumes on principals and key agency personnel are required.