

Transaction Protection

1. The insurance provided by this endorsement is subject to the exclusions in Section 3 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. The Company insures the Insured against actual loss sustained by the Insured on or prior to the Date of Policy that is directly related to the insured interest in the Land or their right to the use and enjoyment of the Land that is caused by reason of the failure of the lawyer or notary who certifies title to the Company to comply with the written closing instructions of the Insured or to perform those professional obligations imposed on that lawyer or notary by law or by the governing body for the profession to the extent that such failure relates to:
 - (a) errors or omissions in the review of the agreement and documents related to the purchase or financing of the Land;
 - (b) failure to conduct title or off-title searches as per written instructions by the Insured;
 - (c) errors or omissions made in the opinion provided regarding the title or off-title searches;
 - (d) errors or omissions made in the statement of adjustments and the disbursement of funds necessary to establish the Insured's interest in the Land or Insured Mortgage,
 - (e) obtaining any other document, specifically required in the written closing instructions of the Insured, but only to the extent the failure to obtain such document affects the status of the Insured's interest in the Land or the validity, enforceability and priority of the Insured Mortgage, and not to the extent that the Insured's written instructions require a determination of the validity, enforceability or the effectiveness of the other document, or
 - (f) fraud, theft, dishonesty or negligence of the lawyer or notary who certified Title to the Company in handling the funds of the Insured or documents in connection with the closing to the extent that fraud, dishonesty or negligence relates to the status of the Insured's interest in the Land or to the validity, enforceability, and priority of the Insured Mortgage.
3. **Additional Conditions and Exclusions:**
 - a) The Company shall have no liability for loss arising out of:
 - i. Loss or impairment of the Insured's funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the lawyer or notary to comply with the Insured's written closing instructions to deposit the funds in a bank specifically designated by name.
 - ii. Fraud, theft, dishonesty or negligence of an employee, real estate agent, real estate broker, lawyer, notary or power of attorney of the Insured, other than the coverage provided for in paragraph (f).
 - iii. The Insured's settlement or release of any claim without the Company's written consent.

- iv. Any matters created, suffered, assumed or agreed to by the Insured or known to the Insured.
 - v. The insured transaction being associated with any mortgage enforcement proceedings.
 - vi. The insured transaction being associated with any private lender.
- b) When the Company shall have indemnified the Insured pursuant to this endorsement, it shall be subrogated to all rights and remedies the Insured has against any person or property had the Insured not been indemnified. The Company's liability for indemnification shall be reduced to the extent that the Insured has impaired the value of this right of subrogation.
- c) The Company's liability for loss under this endorsement shall not exceed the lesser of:
- i. The amount of the settlement funds, being the outstanding principal amount of the insured mortgage or the value of the property taking into account fair market value, at the time written notice of a claim is made under this endorsement; or
 - ii. The Company's liability under the policy.
- d) The Company's liability for actual losses pertaining to the real estate transaction is strictly limited to the protection expressly provided in this endorsement. The Company shall have no liability for loss resulting from the fraud, theft, dishonesty or negligence of any party to the real estate transaction other than the lawyer or notary acting for the Insured, other than the coverage provided for in paragraph (f); the lack of creditworthiness of any borrower connected with the real estate transaction; or the failure of any collateral to adequately secure a loan connected with the real estate transaction.
- e) The Insured must promptly and no later than ninety (90) days of the date of discovery of the defect or issue, send written notice of a claim under this endorsement to the Company pursuant to the conditions set out in the policy. If the Company is prejudiced by the failure of the Insured to provide notice within the aforementioned prescribed period, the Company's liability to the Insured under this endorsement shall be reduced to the extent of the prejudice. In no event shall the Company be liable for a loss if the written notice is not received by the Company within one (1) year from the Date of Policy.
- f) The Insured must have provided a signed Acknowledgement by Purchaser Form that was acceptable by the Company at the time of order, upon which we will rely on the representation of facts for the purpose of underwriting and issuing the endorsement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: March 30, 2015

CHICAGO TITLE INSURANCE COMPANY

SAMPLE

Policy No:

SAMPLE

Authorized Signatory

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.