

***Auto-Owners***  
**INSURANCE**  
LIFE • HOME • CAR • BUSINESS

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# Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

## NOTARY PUBLIC ERRORS AND OMISSIONS LIABILITY INSURANCE INDIVIDUAL POLICY

### DECLARATIONS

Agency Name: RUX CARTER INSURANCE AGENCY INC

Agency Code: 17-0015-00

Policy Number 66324265

Insured DEBORAH BYRD WALKER

Street 1218 LAKE FOREST CIR

City & State HOOVER, AL 35244-1302

Date of Issue 03/25/2019

#### Policy Term:

From 12:01 A.M. 03/25/2019

To 12:01 A.M. 03/25/2023

#### Limit of Liability

☒ \$7,500

☐ \$10,000

Countersigned by

  
Authorized Agent

**INSURING AGREEMENT** Auto-Owners Insurance Company (the "Company") will pay all sums the Insured becomes legally obligated to pay because of breach of duty while acting as a duly commissioned and sworn notary public. Claim or suit must be made against the Insured because of a negligent act, error or omission committed or alleged to have been committed by the Insured in the performance of notarial services for others as a duly commissioned and sworn notary public. The error or omission must occur during the policy term and the claim or suit made within four years after the end of the policy period and within the state in which this policy is issued. The Company will defend any claim or suit for damages covered by this policy. The Company will do this at its own expense, using attorneys of its choice. This agreement to defend claims or suits ends when the Company has paid the limit of its liability.

**ADDITIONAL INSURED** An employer of the Insured is an Insured under this policy, but only with respect to notary services rendered or which should have been rendered on behalf of such employer by the Insured. Coverage does not apply to any negligent act, error or omission brought about by, caused by or contributed to by the employer or any of the employer's partners or employees other than the Insured. This provision shall not increase the Company's Limit of Liability shown in the Declarations.

**PERSONS INSURED** The word "Insured" means the individual named in the Declarations.

**EXCLUSIONS** This policy does not apply to:

Any dishonest, fraudulent, criminal or malicious act committed by an Insured or any of an Insured's employer, partners or employees.

**LIMIT OF LIABILITY** The Company will pay damages for any one occurrence up to the Limit of Liability stated in the Declarations.

In addition to the Limit of Liability stated in the Declarations, the Company will pay:

A. Costs and expenses the Company incurs in investigating, contesting or settling any claim or suit not to exceed one-half of the Limit of Liability shown in the Declarations.

B. All interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is within the Limit of Liability stated in the Declarations.

**THE INSURED'S CONSENT TO SETTLEMENT** The Company will not settle any claim without the Insured's consent. If the Insured refuses to consent to any settlement recommended by the Company, and contests or continues legal proceedings, then the Company's payment for the claim will not exceed the amount of settlement recommended by the Company plus the Insured's costs and expenses incurred with the Company's consent up to the date of the Insured's refusal.

**WHAT TO DO IN CASE OF LOSS** In the event of claim or suit the Insured must notify the Company or its agency as soon as possible. The notice must give the Insured's name and policy number; the time, place and circumstances of the loss. The Insured must promptly send the Company any legal papers received relating to any claim or suit; and cooperate with the Company and assist the Company in any matter relating to a claim or suit. The Insured will not, except at the Insured's own costs, admit any liability, voluntarily make any payment, assume any obligation or incur any expenses without the Company's written consent.

**OTHER INSURANCE** If both this and other insurance apply to a loss, the Company will pay only its share. The Company's share will be the ratio of this insurance to the total amount of all insurance which applies. The Company's share shall not exceed the Limit of Liability stated in the Declarations.

**CONCEALMENT OR FRAUD** This entire policy is void if, whether before, during or after a loss, the Insured has: intentionally concealed or misrepresented any material fact or circumstance; engaged in fraudulent conduct; or made false statements; relating to this insurance.

**ASSIGNMENT** Interest in this policy may not be transferred without the Company's written consent.

**CANCELLATION** The Insured may cancel this policy by mailing or delivering to the Company, advance written notice of the date the Insured would like the cancellation to take effect. The Company may cancel this policy by mailing written notice of cancellation to the Insured at the Insured's last address known to the Company at least 30 days prior to the effective date of cancellation. If the law of your state requires any longer notice period or any special form or procedure for giving notice, we will comply with those requirements.

**BANKRUPTCY** The Company is not relieved of any obligation under this policy because of the bankruptcy or insolvency of the Insured.

**SUIT AGAINST THE COMPANY** Suit may not be brought against the Company unless there is full compliance with all the terms of this policy and until the obligation of the Insured to pay is finally determined either by judgment against an Insured after actual trial or written agreement of the Insured, the claimant and the Company.

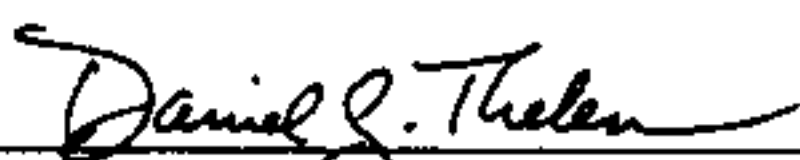
**CHANGES** This policy and the Declarations include all the agreements between the Insured and the Company or its agency relating to this insurance. No change or waiver may be effected in this policy except by endorsement issued by the Company.

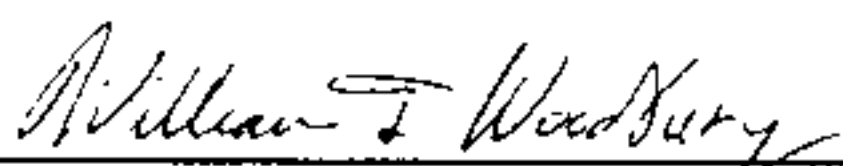
**POLICY PERIOD** This policy applies only to negligent acts, errors or omissions which happen during the policy period as shown in the Declarations.

## NOTICE OF MEMBERSHIP AND ANNUAL MEETING

The Insured is notified that by virtue of this policy he or she is a member of the Auto-Owners Insurance Company and is entitled to vote, in person or by proxy, at all meetings of the Company. The annual meetings of the Company are held at its home office at Lansing, Michigan on the second Monday in May in each year at 10:00 A.M.

In witness whereof, the Auto-Owners Insurance Company, has caused this policy to be issued and to be duly signed by our President and Secretary.

  
Daniel J. Thelen, President

  
William F. Woodbury, First Vice President, Secretary and General Counsel

