



TITLE INDUSTRY  
ASSURANCE COMPANY  
Risk Retention Group

7501 Wisconsin Avenue, Suite 1500E • Bethesda, MD 20814-6522 • 800-628-5136 / FAX: 800-TIAC-FAX

February 20, 2023

Shanta Kirves  
Innovative Title Solutions  
22 South Public Square  
Jefferson, GA 30549-1569

RE: Title Agents and Abstracters Errors & Omissions Liability Insurance  
Policy Number: TIAC155382-23 ID#: TIA-0000011528  
Effective Date: 2/17/2023

Dear Ms. Kirves:

In accordance with your recent instructions, we are pleased to enclose your Title Industry Assurance Company (TIAC) Professional Liability policy. Coverage is provided on a claims-made basis. The Declarations page and endorsements with the policy terms and conditions are being emailed to you.

It is your responsibly to review the policy and endorsements for accuracy and completeness prior to placing in your files.

Also enclosed is a new TIAC Certificate of Insurance. Many TIAC insureds have asked us to provide Certificates of Insurance for clients or lenders who request evidence of Title Agents and Abstracters Professional Liability Insurance. Please keep the original in a safe place with the policy and feel free to make *photocopies* whenever evidence of coverage is required. The copies can be "*customized*" if needed by typing "**Certificate Holder:**" and the name and address of the "Certificate Holder: in the blank area at the margin below the signature. No other changes are authorized.

**HOW TO REPORT A CLAIM:** Enclosed are a claims guide and **Incident/Claim Report Form** that provide detailed information on what to do in the event of an E&O claim.

Your order for coverage with TIAC confirms your commitment to a professional liability program created by the American Land Title Association (ALTA) to meet your special needs. It is indeed a pleasure to provide this valuable protection for your firm. If you have any questions, or if we can be of further assistance, please call us at 800-628-5136.

Sincerely,

Jason Jones  
Program Manager



**DECLARATIONS**

Claims Made And Reported Policy: This policy is limited to liability only for those CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED DURING THE POLICY PERIOD OR DURING THE EXTENDED REPORTING PERIOD. No coverage exists for claims first made against the insured prior to the policy period or after the end of the policy period unless, and to the extent, an extended reporting period applies.

POLICY NUMBER: TIAC155382-23

1. NAMED INSURED AND MAILING ADDRESS:

**Innovative Title Solutions**  
22 South Public Square  
Jefferson, GA 30549-1569

2. TYPE OF FIRM: Limited Liability Corporation

3. POLICY PERIOD: 2/17/2023 to: 2/17/2024 at 12:01 A.M.  
Standard Time at the address of the Named Insured shown above.

4. LIMITS OF LIABILITY AND DEDUCTIBLE:

Limits:	\$1,000,000	Each Claim	/	\$1,000,000	Policy Aggregate
Deductible:	\$2,500	Each Claim	/	\$7,500	Aggregate Each Policy Period

5. FIRST COVERAGE DATE: 2/17/2023 PRIOR ACTS DATE: 2/17/2023

6. PREMIUM: \$2,268.00 (Includes \$90.72 Applicable State Tax)

7. FORMS ATTACHED AT EFFECTIVE DATE:

- TIAC-1 Abstracters, Title Insurance Agents and Escrow Agents Professional Liability Insurance Policy (05/2015 Ed.)
- TIA001 Prior Acts Limitation Endorsement
- TIA017 Privacy Breach Mitigation Expense Endorsement
- TIA019 Specified Entity/Individual Exclusion Endorsement
- TIA031 Deductible Reduction Endorsement - Escrow Trust Account Verification and Control
- TIA034 Declination of Client Funds Protection Coverage Endorsement
- TIA006 Certificate of Insurance

**NOTICE:** THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

Signature of Authorized Representative



NAMED INSURED: **Innovative Title Solutions**

POLICY: TIAC155382-23

EFFECTIVE: 2/17/2023

ENDORSEMENT NUMBER: 1

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PRIOR ACTS LIMITATION ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that Section A. COVERAGE, subparagraph 1. (b) is deleted in its entirety and replaced by the following:

(b) on or after the Prior Acts Date stated below and in the Declarations, provided that on the First Coverage Date shown in the Declarations, no **Insured** had knowledge of such **Wrongful Act**;

Prior Acts Date: 2/17/2023

This endorsement changes the policy. Please read it carefully.

All other terms, conditions, and exclusions remain unchanged.

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Signature of Authorized Representative



NAMED INSURED: **Innovative Title Solutions**

POLICY: TIAC155382-23

EFFECTIVE: 2/17/2023

ENDORSEMENT NUMBER: 2

### PRIVACY BREACH MITIGATION EXPENSE ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that the policy is amended as follows:

Sublimits of Liability:

**Privacy Breach Mitigation Expense Each Unintentional Data Breach**

Sublimit of Liability: \$25,000

**Privacy Breach Mitigation Expense Policy Aggregate**

Sublimit of Liability: \$50,000

#### A. PRIVACY BREACH MITIGATION EXPENSE INSURING AGREEMENT

1. The Privacy Breach Mitigation Expense Coverage provided by this endorsement is occurrence coverage. The policy upon which this coverage is endorsed otherwise provides claims made and reported coverage.
2. Subject to the sublimits of liability set forth above, the **Company** shall reimburse the Named Insured for the reasonable costs actually incurred and paid by the Named Insured, with the prior written consent of the **Company**, for **Privacy Breach Mitigation Expense** that results directly from an **Unintentional Data Breach**, the entirety of which **Unintentional Data Breach** occurs during the **Policy Period** and is reported to the **Company** as provided in this endorsement.
3. The sublimits of liability for **Privacy Breach Mitigation Expense** set forth in this endorsement are part of and not in addition to the policy limits of liability stated in the Declarations and are the only limits of liability for **Privacy Breach Mitigation Expense** afforded by the policy.
4. Notice of the **Unintentional Data Breach** with respect to which the Named Insured seeks coverage under this endorsement for **Privacy Breach Mitigation Expense** must be reported to the **Company** as provided in this endorsement.

#### B. DEFINITIONS

1. **Data Breach** means the actual release of **Nonpublic Personal Information** whether by electronic means or in paper format.
2. **Nonpublic Personal Information** means any private personal information as defined under any **Privacy Breach Notice Law** regarding the security and privacy of personal information, including the Gramm-Leach-Bliley Act of 1999, as amended (15 U.S.C. sec. 6801-6809). **Nonpublic Personal Information** does not include any information lawfully available to or accessible by the general public.



3. **Privacy Breach Mitigation Expense** means reasonable costs actually incurred by the Named Insured, with the prior written consent of the **Company**, to provide notification pursuant to a **Privacy Breach Notice Law**, that a person's **Nonpublic Personal Information** has been the subject of an **Unintentional Data Breach**. **Privacy Breach Mitigation Expense** does not include: (a) costs to design, upgrade, modify, maintain, or correct any deficiencies in any computer system used or maintained by the **Insured**; (b) salaries, wages, (including overtime wages), or fees of any employee of an **Insured**; (c) the costs of or fees paid for use of any computer system whether or not owned by an **Insured**; and/or (d) fines or penalties (including statutory penalties) of any kind.
4. **Privacy Breach Notice Law** means any state or federal law or regulation that requires the Named Insured to notify a person of the actual or possible compromise or disclosure of the person's **Nonpublic Personal Information**.
5. **Unintentional Data Breach** means the actual, unintentional release of **Nonpublic Personal Information** whether by electronic means or in paper format.

## C. EXCLUSIONS

The coverage afforded by the Privacy Breach Mitigation Expense Insuring Agreement does not apply to:

1. Any intentional **Data Breach** or intentional release by any **Insured** of **Nonpublic Personal Information** or intentional violation by any **Insured** of any **Privacy Breach Notice Law**;
2. Any release of **Nonpublic Personal Information** to comply with any order or regulation of the federal or any state government, or that results from any access by the federal or any state government or any agency or agent of the federal or any state government to an **Insured's** records maintained in either electronic or paper format.
3. Any **Data Breach** or **Unintentional Data Breach** or other release of **Nonpublic Personal Information** that results from use of illegal, unauthorized, or unlicensed software or programs.
4. Any **Data Breach** or **Unintentional Data Breach** that occurred, in whole or in part, prior to the **Policy Period**, even if: (a) such **Data Breach** or **Unintentional Data Breach** continued during the **Policy Period** and/or (b) no **Insured** was aware of such **Data Breach** or **Unintentional Data Breach** prior to the **Policy Period**.

## D. NOTICE

1. As a condition precedent to the coverage afforded by this endorsement, the Named Insured shall give written notice to the **Company**, as soon as practicable and during the **Policy Period** or within thirty (30) days after the end of the **Policy Period**, of any **Unintentional Data Breach** with respect to which the Named Insured seeks coverage under this endorsement for **Privacy Breach Mitigation Expense**.
2. As a condition precedent to the coverage afforded by this endorsement, the Named Insured must obtain the **Company's** prior written consent to the incurrence of any **Privacy Breach Mitigation Expense** for which the Named Insured seeks coverage under this endorsement.



## **E. CONDITIONS**

1. It is understood and agreed that the **Company** shall not be liable under this endorsement for reimbursement of any **Privacy Breach Mitigation Expense** for which an **Insured** has coverage under any insurance policy other than the policy to which this endorsement is attached.
2. The sublimits of liability for **Privacy Breach Mitigation Expense** set forth in this endorsement are part of and not in addition to the policy limits of liability stated in the Declarations and are the only limits of liability for **Privacy Breach Mitigation Expense** afforded by the policy.
3. Two or more related **Unintentional Data Breaches** shall be treated for purposes of the coverage afforded by this endorsement as a single **Unintentional Data Breach** and shall be subject to the **Privacy Breach Mitigation Expense Each Unintentional Data Breach Sublimit of Liability**. The **Privacy Breach Mitigation Expense Each Unintentional Data Breach Sublimit of Liability** applies to **Privacy Breach Mitigation Expense** for any single **Unintentional Data Breach** regardless of the number of persons whose **Nonpublic Personal Information** is released.
4. Upon request by the **Company**, the Named Insured shall permit the **Company** or its representatives to inspect any computer system with respect to which the Named Insured has sought coverage under this endorsement for **Privacy Breach Mitigation Expense**.

This endorsement changes the policy. Please read it carefully.

All other terms, conditions, and exclusions remain unchanged.

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Signature of Authorized Representative



TITLE INDUSTRY  
ASSURANCE COMPANY  
Risk Retention Group

**ABSTRACTERS, TITLE INSURANCE  
AGENTS, AND ESCROW AGENTS  
PROFESSIONAL LIABILITY INSURANCE**

NAMED INSURED: **Innovative Title Solutions**

POLICY: TIAC155382-23

EFFECTIVE: 2/17/2023

ENDORSEMENT NUMBER: 3

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**SPECIFIED ENTITY/INDIVIDUAL EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is understood and agreed that this policy does not apply to any **Claim** or **Claims Expenses** based upon, or directly or indirectly arising out of, or relating in any way to **Professional Services** performed or failed to be performed by **Caserto Enterprises, LLC** or by any current or former owner, partner, officer, director, stockholder, member, or employee of **Caserto Enterprises, LLC** acting within the scope of their duties as such.

This endorsement changes the policy. Please read it carefully.

All other terms, conditions, and exclusions remain unchanged.

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Signature of Authorized Representative



NAMED INSURED: **Innovative Title Solutions**

POLICY: TIAC155382-23

EFFECTIVE: 2/17/2023

ENDORSEMENT NUMBER: 4

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**ESCROW TRUST ACCOUNT VERIFICATION AND CONTROL DEDUCTIBLE REDUCTION ENDORSEMENT**

In consideration of the premium charged, it is understood and agreed that in the event of a **Claim** alleging a **Wrongful Act** by the **Insured** solely involving the failure to safeguard funds, the deductible applying to that **Claim** will be reduced by 50% if the following procedures and controls for escrow trust accounts were in effect at the time of the alleged **Wrongful Act**:

1. All procedures required to comply with Pillar 2 of the American Land Title Association's Title Insurance and Settlement Company Best Practices;
2. Escrow trust accounts undergo automated three-way reconciliation daily with reports continually available for review and auditing by the **Insured** and the **Insured's** title underwriter(s); and
3. **Insured's** title underwriter(s) granted open access to **Insured's** escrow accounting and related banking records so daily file balances, receipts, disbursements and reconciliations can be electronically verified at any time without the **Insured's** interaction.

This endorsement changes the policy. Please read it carefully.

All other terms, conditions, and exclusions remain unchanged.

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Signature of Authorized Representative





NAMED INSURED: **Innovative Title Solutions**

POLICY: TIAC155382-23

EFFECTIVE: 2/17/2023

ENDORSEMENT NUMBER: 5

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#### DECLINATION OF CLIENT FUNDS PROTECTION COVERAGE ENDORSEMENT

In consideration of the Named Insured's declination of Client Funds Protection Coverage and the premium charged, it is understood and agreed that this policy does not apply to any **Claim** or **Claims Expense** based upon, or directly or indirectly arising out of, in any way involving, or relating in any way to any Payment Fraud, Theft, Conversion, or Loss.

"Payment Fraud, Theft, Conversion or Loss" means any defalcation, theft, embezzlement, conversion or misappropriation, by any person, of client or customer funds or negotiable instruments, or any Insured's commingling, loss of, failure to safeguard, or failure or refusal to pay or return any client or customer funds or negotiable instruments, including theft or loss in any way involving fraudulent or erroneous verbal, written, email or other computer or electronic instructions, requests, documents, or instruments.

This endorsement changes the policy. Please read it carefully.

All other terms, conditions, and exclusions remain unchanged.

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Signature of Authorized Representative



TITLE INDUSTRY  
ASSURANCE COMPANY  
Risk Retention Group

**ABSTRACTERS, TITLE INSURANCE  
AGENTS, AND ESCROW AGENTS  
PROFESSIONAL LIABILITY INSURANCE**

Issue Date: 2/20/2023

### **CERTIFICATE OF INSURANCE**

This is to certify that the policy of insurance listed below has been issued to the insured named below for the policy period indicated.

TYPE OF INSURANCE: Abstracters, Title Insurance Agents and Escrow Agents Professional Liability Insurance

INSURANCE COMPANY: Title Industry Assurance Company (TIAC)

POLICY NUMBER: TIAC155382-23

INSURED: Innovative Title Solutions  
22 South Public Square  
Jefferson, GA 30549-1569

LIMIT OF LIABILITY: Per claim: \$1,000,000  
Annual Aggregate: \$1,000,000

EFFECTIVE: 2/17/2023 TO: 2/17/2024

This certificate is issued as a matter of information only and confers no rights upon any person or entity. This certificate does not amend, extend or alter the coverage provided by the policy. Notwithstanding any requirement, term or condition of any contract with respect to which this certificate may be issued or may pertain, the insurance provided by this policy is subject to all the terms, exclusions and conditions of the policy.

By issuance of this certificate, the insurance company assumes no obligation to provide notice of change in or cancellation of the policy, and assumes no responsibility arising out of any alteration or modification of this certificate by any person or entity.

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Signature of Authorized Representative