

TITLE AGENCY ENDORSEMENT

NAMED INSURED _____

This endorsement, effective 12:01 A.M. _____ forms a part of Policy No. _____

Issued by Wesco Insurance Company.

1. The title agency named below shall be an **Insured** under this policy:

2. Coverage afforded under this endorsement shall not apply to **claims** arising out of acts or omissions or **related acts** or **omissions** that occurred prior to: _____

3. Section II, Definitions, part H. "**Legal services**" is amended as follows:

O. "**Legal services**" mean:

1. those services performed by an **Insured** for others as a lawyer, arbiter, mediator, expert witness, title agent, a notary public, governmental affairs advisor or lobbyist, or member of a bar association, ethics, peer review or similar professional board or committee but only if such services are performed for a fee that inures to the benefit of the **Named Insured** or the title agency named above except that no fee need inure to the **Named Insured** where eleemosynary (pro bono) services are performed and approved by the **Named Insured**;
2. those services as an author or publisher of legal research papers or legal materials or the presenter of legal seminars or materials, but only where such services are performed without compensation or compensation attributable per publication, presentation or seminar is less than \$25,000.

4. Section IV. Exclusions is amended by adding the following:

This policy does not apply to any **claim** based on or arising out of:

1. defects in title of which the **Insured** had knowledge at the date of issuance of such title insurance but failed to disclose to the title insurance company;
2. an **Insured** making a payment in connection with building constructions without prior receipt of an architect's certificate, where such certificate is required as a condition of payment;
3. situations where work or materials have been supplied by subcontractors or other suppliers and the **Insured** makes a payment without prior receipt of appropriate waivers or releases of lien from the subcontractors or other suppliers involved;
4. faulty workmanship or defective materials or breaches of contract on the part of contractors or subcontractors;
5. any defalcation, commingling of, or inability or deficiency of, or default or failure to pay or collect, any funds, notes, drafts, or other negotiable instruments;

6. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, or leakage of **pollutants**;
 7. any loss, cost or expense arising out of any governmental direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**;
 8. asbestos or any material containing asbestos;
 9. mold or any material containing mold;
 10. the financial inability to pay, insolvency, receivership, bankruptcy or liquidation of any insurance company, any reinsurer, any pool, syndicate, association or other combination formed for the purpose of providing insurance or reinsurance;
 11. piracy, unfair competition, or infringement of copyright, title, slogan, patent, trademark, trade name, service mark, or service name;
5. Section II. Definitions, is amended to include:

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.