



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498  
(800) 876-6827 (800) 833-1211

## NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

Policy No. CA5810778  
Premium: \$156.00

COVERAGE: MERCHANTS BONDING COMPANY (MUTUAL) ("the Company") will pay on behalf of \_\_\_\_\_  
JUAN ANTONIO QUIROZ JR. of NATIONAL CITY, CA

("the Insured"), all sums, subject to the Limit of Liability stated below, which the Insured shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the Insured by reason of any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public. The Company will also pay on behalf of the Insured, subject to the Limit of Liability stated below, costs and expenses incurred in investigating, defending or settling the Insured's liability arising from any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public.

**POLICY PERIOD:** This policy applies only to negligent acts, errors or omissions which occur during the policy period and then only if claim, suit or other action arising therefrom is commenced within the applicable statute of limitations pertaining to the Insured. The Policy Period commences on the Effective Date hereof and terminates upon the Expiration Date hereof.

**LIMIT OF LIABILITY:** The liability of the Company shall not exceed in the aggregate for all claims, costs and expenses under this policy the amount of One Hundred Thousand Dollars ( \$100,000.00 ) Dollars.  
(NOT VALID IF FILLED IN FOR MORE THAN \$100,000)

**THIS LIMIT OF LIABILITY INCLUDES COSTS AND EXPENSES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING LIABILITY. ONCE THE LIMIT OF LIABILITY STATED ABOVE HAS BEEN PAID, WHETHER BY SETTLEMENT OF A CLAIM OR CLAIMS, OR BY PAYMENT OF COSTS AND EXPENSES, THE COMPANY IS RELIEVED OF ANY FURTHER DUTY TO DEFEND OR INDEMNIFY THE INSURED UNDER THIS POLICY.**

**SETTLEMENT:** The Company, in the Insured's name and behalf, shall have the exclusive right to make any settlement of any claim, suit, or other action, as the Company deems expedient.

**CONDITIONS PRECEDENT:** As a condition precedent to the right of indemnification or defense hereunder, the Insured shall mail or deliver to the Company within ten (10) days after notice or knowledge of a claim or possible claim against the Insured copies of any written notice thereof and a complete description of the facts and circumstances alleged to give rise to such claim. Bankruptcy or insolvency of the Insured shall not release the Company or its liability hereunder.

**EXCLUSIONS:** Coverage under this policy as described in the COVERAGE section of the policy above does not apply to any acts of or allegations of (i) dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of the Insured; (ii) willful or intentional disregard of the law; (iii) bodily injury to, or sickness, disease or death of any person, including but not limited to, emotional or mental distress and related conditions; (iv) injury to or destruction of any tangible property, including the loss of use thereof; (v) fines or penalties imposed by law on the Insured; or (vi) punitive, treble, exemplary or similarly categorized damages, including fines and penalties.

CO-INSURANCE: If the Insured has other insurance against a loss covered by this policy, the Company shall not be liable under this policy for a greater proportion of such loss than the limit of liability stated in this policy bears to the limit of liability of all other insurance against such loss.

SUBROGATION: In the event of any payment for any loss under this insurance, the Company shall be subrogated to all of the Insured's rights of recovery thereafter against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights to the Company. The Insured shall do nothing after loss to prejudice such rights.

CANCELLATION: This policy may be cancelled by the Insured by surrender hereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. If this policy has been in effect for less than 60 days, we may cancel this policy for nonpayment of premium or for fraud or material misrepresentation in obtaining the policy or in pursuing a claim by giving 10 days advance written notice, or we may cancel for any other reason by giving 30 days advance written notice. If this policy has been in effect for 60 days or more, we may cancel only for one or more of the following reasons: (a) nonpayment of premium; (b) fraud or material misrepresentation in obtaining the policy or in pursuing a claim; (c) conviction under a state or federal law for an act that materially increases any of the risks insured against; (d) failure by the Insured to implement reasonable loss control requirements, agreed to as a condition of policy issuance; (e) if the Commissioner of Insurance determines that loss of or changes in the Company's reinsurance covering all or part of the risk would threaten the Company's financial integrity or solvency; (f) if the Commissioner of Insurance determines that the continuation of the policy would place the Company in violation of California law or the laws of the state where the Company is domiciled; (g) if the Commissioner of Insurance determines that the continuation of the policy would threaten the Company's solvency; or (h) an increased risk or changed risk, unless the added, increased, or changed risk is included in the policy. If this policy is cancelled for reason (a) and (b) above, we will provide written notice to the Insured at least 10 days before the effective date of cancellation. If this policy is cancelled for reasons (c) through (h) above, we will provide written notice to the Insured at least 30 days before the effective date of cancellation. The reason for cancellation shall be stated on the notice.

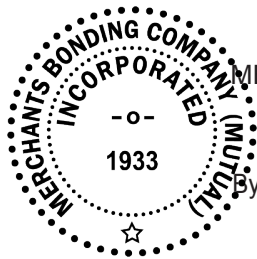
The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. If the Insured cancels, the premium shall be fully earned. If the Company cancels, return premium shall be computed pro rata.

EFFECTIVE DATE: February 11, 2022 EXPIRATION DATE: February 11, 2023

Attested by:

*William Warner Jr.*

William Warner Jr., Secretary



MERCHANTS BONDING COMPANY (Mutual)

*Larry Taylor*

Larry Taylor, President

# CALIFORNIA CONSUMER PRIVACY ACT (CCPA) NOTICE AT COLLECTION

Last updated March 3, 2020

Merchants Bonding Company (Mutual) and Merchants National Bonding, Inc., (“Merchants”) is providing you with this Notice at Collection to inform California consumers about the categories of personal information collected from them and the purposes for which Merchants uses that personal information.

## ASSISTANCE FOR DISABLED CONSUMERS

If you need this notice in an alternate format due to disability, please email [privacy@merchantsbonding.com](mailto:privacy@merchantsbonding.com).

## CATEGORIES OF INFORMATION COLLECTED

In the past 12 months, Merchants may have collected the following types of personal information relating to California residents:

- Identifiers such as your name, address, telephone number, IP address, email address, account name, Social Security number, driver's license number, financial information, or other similar identifiers;
- Personal information, as defined in the California safeguards law, such as contact information and financial information;
- Protected classification characteristics under California or federal law such as age (40 years or older), marital status, medical condition, physical or mental disability, sex, or veteran or military status;
- Commercial information such as records of your personal property, transaction information and purchase history;
- Internet or network activity information, such as browsing history and interactions with our website;
- Sensory data, such as photographs or video recordings created in connection with our business activities;
- Professional or employment information, such as job applications, employee benefits, and compensation;
- Inferences drawn from personal information, such as a profile reflecting your preferences and characteristics.

## YOUR PERSONAL INFORMATION MAY BE USED FOR THE FOLLOWING PURPOSES

We may use the information we collect for a number of purposes, including:

- Providing you with the services that you request, such as completing transactions, processing claims, or providing a quote for one of our products;
- Performing our services, such as underwriting, pricing and administering insurance coverage;
- Communicating with you, for example to respond to inquiries;
- Providing you with information, including communications and interest-based advertisements and marketing communications;
- Supporting employment, infrastructure, and human resource management;
- Developing, operating, delivering, maintaining, improving, enhancing and protecting the services we provide;
- Monitoring, analysis, and research, including trends, usage, and advertising-related services;
- Enhancing the security of our services and complying with legal requirements, including fraud prevention, legal disputes, and applicable laws.

To exercise your right to opt out of any sale of your personal information, visit our [Do Not Sell My Personal Information](https://www.merchantsbonding.com/privacy/do-not-sell) link at <https://www.merchantsbonding.com/privacy/do-not-sell>.

To exercise other California privacy rights, such as the right to access your personal information or have deleted your personal information, you or your authorized agent or representative may contact us using either method below:

- By accessing <https://www.merchantsbonding.com/privacy> and selecting the Data Subject Access link.
- By calling our toll free number at **800-678-8171**.

Merchants is prohibited from discriminating against individuals who have chosen to exercise any of their California privacy rights.

Visit our [General Privacy Statement](https://www.merchantsbonding.com/privacy) at <https://www.merchantsbonding.com/privacy> for more information about our general privacy practices. Visit our [California Privacy Statement](https://www.merchantsbonding.com/privacy/california-privacy-statement) at <https://www.merchantsbonding.com/privacy/california-privacy-statement> for more information about our California-specific privacy practices.