




GENERAL STAR NATIONAL INSURANCE COMPANY  
P.O. Box 10354  
Stamford, Connecticut 06904

## REAL ESTATE APPRAISERS ERRORS & OMISSIONS LIABILITY INSURANCE POLICY

### DECLARATIONS PAGE

This is a claims made and reported policy.  
Please read this policy and all endorsements and attachments carefully.

- Policy Number: NJA992341B      Renewal of Number: NJA992341A
- Courtney P. Butler  
1209 Hill Road N. #153  
Pickerington, OH 43147
1. **NAMED INSURED:**  
**MAILING ADDRESS:**
2. **POLICY PERIOD:** Inception Date: 04/29/2007      Expiration Date: 04/29/2008  
Effective 12:01 a.m. Standard Time at the mailing address of the Named Insured.
3. **LIMIT OF LIABILITY:**  
Each Claim: \$ 1,000,000  
Aggregate: \$ 2,000,000  
Lock Box Liability: N/A
4. **CLAIM EXPENSES:**  
b. Have a separate limit of liability.
5. **STATUS OF INSURED:** Independent Contractor
6. **DEDUCTIBLE:** \$500/1,000  
Each Claim:  
b. The deductible amount specified above applies to both Damages and Claims Expenses.
7. **PRIOR ACTS DATE:** 04/29/2005  
If a date is indicated, this insurance will not apply to any regular act, error, omission or personal injury which occurred before such date.
8. **PREMIUM:** \$ 590.00
9. **ENDORSEMENTS:**  
This policy is made and accepted such to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s).  
GSN-06-RE-122 (07/2004) GSN-06-PL-8370H (11/2003)  
06-PL-201 (07/2004) GSN-07-PL-375 (02/2006)
10. **MANAGING AGENT**  
Herbert H. Landy Insurance Agency, Inc.  
75 Second Avenue, Suite 410  
Needham, Massachusetts 02494-2876
-   
Authorized Representative

Producer Code: 00026230  
Date: 04/19/2007

Class Code: 73128  
SLA#:

GSN-06-RE-720 (03/2005)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement # 1, effective 04/29/2007 forms a part of Policy # NJA992341B issued to Courtney P. Butler

## **ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under your

### **PROFESSIONAL LIABILITY POLICY**

The following person(s)/entite(s) is/are included as an Additional Insured, but only as respects claims arising out of any negligent act, error, omission or Personal Injury in the rendering or failure to render Professional Services by any individual or entity specified in Section II., PERSONS INSURED, of the policy.

The Butler Group, Inc.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED**

06-PL-201 (07/2004)

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Processed by Herbert H. Landy Insurance Agency Inc. Needham, MA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement # 2, effective 04/29/2007 forms a part of Policy # NJA992341B issued to Courtney P. Butler

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **PROFESSIONAL LIABILITY ERRORS & OMISSIONS INSURANCE POLICY**

The following exclusion is added to the EXCLUSIONS section:

#### **TERRORISM**

- A. This policy does not apply to Any Injury Or Damage or Claims or Claims Expenses arising directly or indirectly, out of a Certified Act Of Terrorism or an Other Act Of Terrorism. However, with respect to an Other Act Of Terrorism, this exclusion applies only when one or more of the following are attributed to such act:
1. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
  2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
    - a. Physical injury that involves a substantial risk of death; or
    - b. Protracted and obvious physical disfigurement; or
    - c. Protracted loss of or impairment of the function of a bodily member or organ; or
  3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an other Act Of Terrorism and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. This policy does not apply to Damages, Claims or Claims Expenses arising, directly or indirectly, out of a Certified Act Of Terrorism or Other Acts Of Terrorism that are awarded as punitive damages.

C. The following definitions are added for the purposes of this endorsement:

1. Any Injury Or Damage means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to bodily injury, property damage, personal and advertising injury, injury or environmental damage as may be defined in any applicable Coverage Part.
  2. Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a certified act of terrorism:
    - a. The act resulted in aggregate losses in excess of \$5 million; and
    - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
  3. Other Act Of Terrorism means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. Multiple incidents of an Other Act Of Terrorism which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- D. In the event of any incident of a Certified Act Of Terrorism or an Other Act Of Terrorism that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Named Insured: Courtney P. Butler

Policy Number: NJA992341B Endorsement Number: 2

Endorsement Effective Date: 04/29/2007

## GENERAL STAR NATIONAL INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement # \_\_\_\_\_, effective \_\_\_\_\_ forms a part of Policy # \_\_\_\_\_

issued to \_\_\_\_\_ by GENERAL STAR NATIONAL INSURANCE COMPANY.

### OHIO AMENDATORY ENDORSEMENT

SECTION IX AUTOMATIC EXTENDED REPORTING and EXTENDED REPORTING OPTIONS, CLAUSE B. is amended by the addition of the following language:

The **Named Insured** shall have no right whatsoever to purchase any kind or length of extended reporting period if the policy is canceled, rescinded or nonrenewed by the Company due to either nonpayment of policy premium or deductibles, or material misrepresentations by any **Insured** in the statements contained in the application for this insurance. In order to purchase any kind or length of extended reporting period, the **Named Insured** must have paid all deductibles that are owed to the Company.

SECTION X GENERAL CONDITIONS, CLAUSE I., CANCELLATION, is deleted in its entirety, and is replaced by the following:

#### I. CANCELLATION

1. The **Named Insured** may cancel this policy by mailing or delivering to the Company or the Company's authorized representative advance written notice of cancellation.
2. The Company may cancel this policy by mailing or delivering written notice of cancellation to the **Named Insured** and agent, if any, at least:
  - a. Ten (10) days before the effective date of cancellation, if the Company cancels for nonpayment of premium; or
  - b. Sixty (60) days before the effective date of cancellation, if the Company cancels for any other reason.
3. After coverage has been in effect for ninety (90) days, the Company may cancel only for one or more of the following reasons:
  - a. Nonpayment of premium;
  - b. Discovery of fraud or material misrepresentation in the procurement of the insurance, or with respect to any **Claim** submitted under this policy;
  - c. Discovery of a moral hazard or willful or reckless act or omission on the part of any **Insured** which increases any hazard insured against;
  - d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed, except to the extent that the Company could reasonably have foreseen the change and contemplated the risk in writing the contract;
  - e. Loss of applicable reinsurance or substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in the applicable reinsurance, or failure to obtain replacement coverage;
  - f. Failure of any **Insured** to correct material violations of safety codes or to comply with reasonable written loss control recommendations;
  - g. A determination by the insurance regulatory authority that the continuation of this policy will create a condition that will be hazardous to the policyholders or to the public.

4. If the policy is written for a term of more than one year or on a continuous basis, it may be canceled by the Company for any reason at the anniversary date, upon sixty (60) days written notice of cancellation.
5. The notice of cancellation required by this section must be in writing, be mailed to the **Named Insured** at his last known address, and contain all of the following:
  - a. The policy number;
  - b. The date of the notice;
  - c. The effective date of the cancellation;
  - d. An explanation of the reason for cancellation.

Such notice of cancellation also shall be mailed to the **Named Insured's** agent. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. If this policy is canceled, the Company will send the **Named Insured** any premium refund due. If either the **Named Insured** or the Company cancels, earned premium shall be the pro rata amount of the annual premium. The cancellation will be effective even if the Company has not made or offered a refund.

SECTION X GENERAL CONDITIONS, CLAUSE J., NONRENEWAL, is deleted in its entirety, and is replaced by the following:

#### J. NONRENEWAL

1. The Company may nonrenew this policy by mailing or delivering to the **Named Insured** at the last mailing address known to the Company written notice of nonrenewal at least sixty (60) days before the expiration date of this policy

Such notice shall contain all of the following:

- a. The policy number;
- b. The date of the notice;
- c. The effective date of the cancellation;

Such notice of cancellation also shall be mailed to the **Named Insured's** agent.

2. If the notice of nonrenewal is mailed less than thirty (30) days before the expiration date of the policy, the **Named Insured's** coverage then in effect remains in effect until thirty (30) days after the date of mailing the notice, unless the **Named Insured** notifies the Company in writing that he accepts the nonrenewal as stated. The Company shall notify the **Named Insured** of the amount of the premium for the time after the expiration date that the coverage may remain in effect, and the **Named Insured** shall pay such premium unless the stated nonrenewal is accepted by the **Named Insured**. The premium must be calculated using the rates originally applicable to the **Named Insured's** coverage then in effect.

In the event of cancellation or nonrenewal of this policy, the Company will provide to the **Named Insured**, claim and occurrence information for any policy issued by the Company during the previous three (3) years. In the event the Company cancels or nonrenews this policy, the claim and occurrence information will be provided no later than thirty (30) days prior to the date of policy termination. In other circumstances, the Company will provide the claim and occurrence information upon receipt of a request from the **Named Insured** within sixty (60) days after the termination or expiration of the policy. The Company will provide this information within forty-five (45) days after receipt of the **Named Insured's** request.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.