

GeneralStar™

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: NJA984922E

Renewal of Number: NJA984922D

1. NAMED INSURED: Barry Trahan
MAILING ADDRESS: 2318 Acushnet Ave
New Bedford, MA 02745

2. POLICY PERIOD: Inception Date: 06/17/2009 Expiration Date: 06/17/2010
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: Sole Proprietorship

6. DEDUCTIBLE: \$500/1,000
Each Claim:
b. The deductible amount specified above applies to both Damages and Claims Expenses.

7. PRIOR ACTS DATE: 09/01/1995
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)

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: 05/29/2009

Class Code: 73128

SLA#:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # 1, effective 06/17/2009 forms a part of Policy # NJA984922E issued to Barry Trahan

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under your

PROFESSIONAL LIABILITY POLICY

The following person(s)/entitie(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.

Trahan Real Estate Services
Trahan Real Estate

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

06-PL-201 (07/2004)

Page 1 of 1

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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 06/17/2009 forms a part of Policy # NJA984922E issued to Barry Trahan

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: Barry Trahan
Policy Number: NJA984922E Endorsement Number: 2
Endorsement Effective Date: 06/17/2009