

State Farm



**State Farm
Specialty Products**

Michelle Kerfin
MICHELLE KERFIN STATE FARM AGENCY
14051 S Bell Rd
Homer Glen, IL 60491-8463

StateFarm



**State Farm
Specialty Products**

January 15, 2021

Michelle Kerfin
MICHELLE KERFIN STATE FARM AGENCY
14051 S Bell Rd
Homer Glen, IL 60491-8463

RE: JNT Land Surveying Services
Coverage: Architects & Engineers Professional Liability Insurance
Client No.: 112368
Submission No.: 457424

Dear Michelle:

Thank you for your order for coverage on the captioned account. Enclosed is the original policy to be forwarded to the insured. Please review the policy carefully and let us know if you have any questions or comments.

Again, thank you for the order on this account and we look forward to further assisting you in serving your client.

Sincerely,

Michael Jeffs
Underwriter

StateFarm



**State Farm
Specialty Products**

Dear Policyholder:

Thank you for purchasing the attached policy from State Farm.

Please review the policy and the attached application to ensure that they are accurate and complete. The application must be signed and dated by a principal, partner, officer or director of the firm.

If there are any errors or omissions in either the policy or the application, please contact your State Farm agent immediately.

State Farm Specialty Products

StateFarm



**ARCHITECTS AND ENGINEERS
PROFESSIONAL LIABILITY INSURANCE POLICY**

YOUR POLICY INCLUDES THIS FRONT PAGE AND THE FOLLOWING PARTS:

- PART 1. Declarations Page
- PART 2. Notices
- PART 3. Quick Reference to Policy Provisions
- PART 4. Introduction
- PART 5. Insuring Agreements and Exclusions
- PART 6. Definitions Used in This Policy
- PART 7. General Conditions
- PART 8. Endorsements
- PART 9. A Copy of **Your Signed Application or Renewal Application**

ALL OF THESE PARTS MUST BE INCLUDED TO MAKE A COMPLETE POLICY.



State Farm Fire and Casualty Company
A Stock Company with Home Offices in Bloomington, Illinois
Herein called the Insurer

**ARCHITECTS AND ENGINEERS
PROFESSIONAL LIABILITY INSURANCE POLICY**

Policy No: PS0000000590616
Renewal of Policy No: PS0000000590615

PART 1. DECLARATIONS PAGE

THIS POLICY IS WRITTEN ON A "CLAIMS MADE" BASIS. THIS POLICY APPLIES ONLY TO **CLAIMS** FIRST MADE AGAINST **YOU** DURING THE **POLICY PERIOD**. **CLAIMS** MUST BE REPORTED IN WRITING TO **US** DURING THE **POLICY PERIOD** OR WITHIN 60 DAYS AFTER THE END OF THE **POLICY PERIOD**. **DEFENSE COSTS** ARE INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

THIS DECLARATIONS PAGE, ALONG WITH **YOUR SIGNED APPLICATION OR RENEWAL APPLICATION** AND ALL FORMS AND ENDORSEMENTS LISTED IN ITEM 7. BELOW COMPLETE THE POLICY.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, **WE AGREE WITH YOU** TO PROVIDE INSURANCE UNDER THE PROVISIONS OF THIS POLICY.

Item 1. **Named Insured:** JNT Land Surveying Services

Address: 15935 South Bell Road
Homer Glen, IL 60491

Item 2. **Policy Period:**

Effective Date: January 13, 2021 Expiration Date: January 13, 2022
(12:01 A.M. Standard Time at the Address stated in Item 1.)

Item 3. **Retroactive Date:** January 13, 2005 IF NO DATE IS STATED HERE, COVERAGE DOES NOT APPLY TO **WRONGFUL ACTS** COMMITTED PRIOR TO THE EFFECTIVE DATE STATED IN ITEM 2. ABOVE.

PART 1. DECLARATIONS PAGE (Continued)

Named Insured: JNT Land Surveying Services

Policy No: PS0000000590616

Item 4. Limit of Liability: a. \$1,000,000 Each **Claim**
 b. \$1,000,000 Total Limit of Liability

Item 5. Deductible: \$5,000 Each **Claim**

Item 6. Premium: \$16,331.00

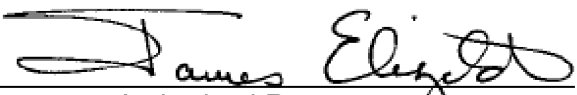
Item 7. Form(s) and Endorsement(s) made part of this Policy at the time of issuance:

PSAE7000(08/02)	Architects and Engineers Professional Liability Insurance Policy
PSAE7026IL(04/03)	Illinois Amendatory Endorsement

Item 8. Notices to the Insurer - All notices to the Insurer pertaining to this Policy must be sent to:

State Farm Specialty Products
222 South Riverside Plaza, Suite 2400
Chicago, IL 60606

Date of Issue: January 25, 2021

By: 
Authorized Representative

PART 2. NOTICES

A. **Claims Made Policy:**

This insurance coverage is written on a "claims made" basis. Coverage applies only to those **Claims** that are first made against any of **You** during the **Policy Period**. To be covered, a **Claim** must be reported in writing to **Us** during the **Policy Period** or within 60 days after the end of the **Policy Period** shown on the Declarations Page unless an Extended Reporting Period applies. Coverage does not apply to any **Wrongful Acts** committed before the **Retroactive Date** stated on the Declarations Page.

B. **Defense Costs:**

This insurance coverage contains a provision that reduces the Limit of Liability stated in the Policy by the amount of **Defense Costs**.

C. **Awareness:**

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine **Your** rights and duties, and what is and is not covered. **We** will not pay sums or perform acts or services unless explicitly provided for in this Policy.

PART 3. QUICK REFERENCE TO POLICY PROVISIONS

The following is a quick reference indexing of **Your** Policy's provisions. The descriptions in the quick reference are not binding. The quick reference should only be used to help **You** locate the actual Policy provisions.

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PART 4. INTRODUCTION

The words **We**, **Us** and **Our** refer to the Insurer named on the Declarations Page.

Other words or phrases that are **bold-faced** have special meaning. Refer to Part 6.

PART 5. INSURING AGREEMENTS AND EXCLUSIONS

A. What We Insure

We will pay on **Your** behalf those sums in excess of the Deductible and up to the applicable Limit of Liability stated in Item 4. of the Declarations Page that **You** become legally obligated to pay as **Damages** or **Defense Costs** because of **Claims** arising out of a **Wrongful Act** in performing **Professional Services** for others. **We** will have the right and duty to appoint an attorney and defend any **Claim** to which this insurance applies, even if the allegations are groundless, false or fraudulent. But:

1. **We** will not settle any **Claim** without the First **Named Insured's** informed consent. If **We** recommend a settlement to the First **Named Insured**, that is acceptable to the claimant, and the First **Named Insured** elects to contest the **Claim** or continue any legal proceedings in connection with the **Claim**, **Our** duty to defend ceases and liability is limited to the total amount for which the **Claim** could have been settled plus the amount of **Defense Costs** incurred up to the time **We** made the recommendation for settlement.
2. **Our** right and duty to defend and pay on **Your** behalf ends when **We** have used up the applicable Limit of Liability in payment of **Damages** or **Defense Costs**.

B. Supplementary Payments

We will pay **You**, upon **Your** written request, for **Your** actual loss of earnings as a result of being required by **Us** to attend a mediation, arbitration, deposition, court hearing or trial for a covered **Claim**, subject to the following:

1. **We** will pay **You** for the days following the first 3 days attendance required for each **Claim**.
2. This payment is in addition to the Limit of Liability and will not be considered as payment of **Damages** or **Defense Costs**. The Deductible does not apply to this payment.
3. Limits of Supplementary Payments:

\$300 per day per **Claim**; and
\$6,000 for all **Claims** for the **Policy Period**.

C. What We Do Not Insure – Exclusions

1. **We** are not obligated to pay **Damages** or **Defense Costs** or defend **Claims** for, alleging, or arising out of:
 - a. Assumption of liability by any of **You** under any contract or agreement, unless such liability is caused by **Your Wrongful Act** and **You** would have been liable even in the absence of such contract or agreement;
 - b. Failure to maintain, obtain, recommend, or require any form of insurance, suretyship, or bond, either with respect to **You** or others;

- c. Express warranties or guarantees;
- d. Any dishonest, fraudulent, intentionally wrongful, criminal or malicious act or omission committed by **You** or at **Your** direction. However, **We** will defend a **Claim** against any of **You** who did not commit, participate in or have knowledge of the dishonest, fraudulent, intentionally wrongful, criminal or malicious acts or omissions. But **We** will not defend any criminal prosecution under any circumstances;
- e. **Personal Injury** or **Bodily Injury** sustained by any employee or leased employee of **Yours** arising out of employment by **You**; or any obligation which **You** or any party may be liable, under any Worker's Compensation, Unemployment Compensation, Employer's Liability, ERISA or Disability Benefits statutes or laws, or similar statutes or laws;
- f. Harassment, misconduct or discrimination, because of or relating to:
 - (1) Race, creed, color or age;
 - (2) Sex, gender, sexual preference, marital status, military service, national origin or religion;
 - (3) Handicap, disability or health condition;Or any other similar conduct prohibited by federal, state or local laws;
- g. The design or manufacture of any goods, products or equipment which are sold or supplied by **You** or by others under license from **You**. However, this exclusion does not apply to software sold or supplied by **You** to **Your** client in connection with **Your** provision of other **Professional Services** for that client;
- h. The cost to repair or replace faulty workmanship in any construction, erection, fabrication, installation, assembly, manufacture, or remediation performed by **You**, including the cost of any materials, parts, or equipment furnished in connection therewith;
- i. Nuclear reaction, radiation, or contamination within or originating from a site where a nuclear reactor is located or where nuclear material or waste is disposed;
- j. **Professional Services** for which **You** are covered under any professional liability policy issued for a specific project or projects. This exclusion applies even if **Damages** or **Defense Costs** are not covered in whole or in part by that policy for any reason, including but not limited to:
 - (1) An exclusion;
 - (2) A reduction or exhaustion of the limits of liability; or
 - (3) A deductible or self-insured retention.

2. **We** are not obligated to pay **Damages** or **Defense Costs** or defend **Claims** made by:
 - a. Any entity:
 - (1) Which any of **You** operate, manage, or control or in which any of **You**, individually or collectively, own an interest of 50% or more of the total ownership;
 - (2) That wholly or partly owns, operates, manages or controls **You**;
 - b. Any of **You**.

D. Where and When We Insure

1. **Where We Insure**

The territory of this insurance is worldwide. If **Damages** or **Defense Costs** are paid in a currency other than United States of America dollars, then the payment under this Policy will be considered to have been made in United States of America dollars at the conversion rate which was used for the payment.

2. **When We Insure**

a. **Claims First Made and Reported**

This insurance applies when a **Claim** is first made against any of **You** during the **Policy Period**. To be covered:

- (1) The **Claim** must arise from a **Wrongful Act** committed during the **Policy Period**; and
- (2) The **Claim** must be reported in writing to **Us** during the **Policy Period** or within 60 days after the end of the **Policy Period**.

We will consider a **Claim** to be first made against **You** when a **Claim** is first received by any of **You**.

This insurance also applies to **Claims** under the following conditions:

b. **Prior Wrongful Acts**

We will cover a **Claim** first made against any of **You** arising from a **Wrongful Act** committed on or after the **Retroactive Date** and before the Effective Date of this Policy, but only if all of the following conditions are met:

- (1) The **Claim** is first made against any of **You** during the **Policy Period**;
- (2) The **Claim** must be reported in writing to **Us** during the **Policy Period** or within 60 days after the end of the **Policy Period**;

- (3) None of **You** knew, or reasonably should have known, prior to the Effective Date of the first of one or more architects and engineers professional liability policies issued to **You** by State Farm Mutual Automobile Insurance Company or its affiliates which together provided continuous coverage until the Effective Date of this Policy, of an incident, situation or event that could reasonably be expected to lead to the **Claim**; and
- (4) There is no other valid and collectible professional liability insurance for the **Claim**.

We will consider a **Claim** to be first made against **You** when a **Claim** is first received by any of **You**.

c. **Reported Circumstances**

We will cover a **Claim** first made against any of **You** during or after the end of the **Policy Period** arising out of a **Circumstance** reported by **You** to **Us** during the **Policy Period**, but only if all of the following conditions are met:

- (1) The **Circumstance** results in a **Claim** arising out of a **Wrongful Act** committed on or after the **Retroactive Date** and before the end of the **Policy Period**;
- (2) **We** receive written notice from **You** during the **Policy Period** of the **Circumstance**. The notice must include all of the following information:
 - (a) The name and location of the project involved;
 - (b) A description of the **Professional Services You** provided and when they were provided;
 - (c) A description of what happened, when it happened and the possible injury or potential **Damages**;
 - (d) How and when **You** first became aware of the **Circumstance**; and
 - (e) The names of any individuals and any entities involved.
- (3) None of **You** knew, or reasonably should have known, prior to the Effective Date of the first of one or more architects and engineers professional liability policies issued to **You** by State Farm Mutual Automobile Insurance Company or its affiliates which together provided continuous coverage until the Effective Date of this Policy, of such incident, situation or event or **Wrongful Act** that could reasonably be expected to lead to the **Claim**; and
- (4) There is no other valid and collectible professional liability insurance for the **Claim**.

A **Claim** first made after the end of the **Policy Period** and arising from a reported **Circumstance** will be covered under the provisions of the Policy in effect on the date **We** receive the written notice of the **Circumstance** from **You**.

d. Extended Reporting Period

This section describes the provisions and conditions that apply to **Claims** first made after the end of the **Policy Period** when **You** have not reported a **Circumstance** during the **Policy Period** in accordance with Part 5.D.2.c. above. Such **Claims** are not automatically covered. To cover them, the First **Named Insured** must purchase an Extended Reporting Period from **Us**.

If the First **Named Insured** purchases an Extended Reporting Period, **We** will cover a **Claim** first made against any of **You** during the Extended Reporting Period, but only if all of the following conditions are met:

- (1) The **Wrongful Act** is committed on or after the **Retroactive Date** and before the end of the **Policy Period**;
- (2) The **Claim** is reported to **Us** in writing during the Extended Reporting Period;
- (3) None of **You** knew, or reasonably should have known, prior to the Effective Date of the first of one or more architects and engineers professional liability policies issued to **You** by State Farm Mutual Automobile Insurance Company or its affiliates which together provided continuous coverage until the Effective Date of this Policy, of an incident, situation or event that could reasonably be expected to lead to the **Claim**; and
- (4) There is no other valid and collectible professional liability insurance for the **Claim**.

We will consider a **Claim** to be made during the Extended Reporting Period only if a **Claim** is first received by any of **You** after the Expiration Date of the **Policy Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

The following provisions and conditions also apply to the Extended Reporting Period:

- (5) If **You** or **We** cancel or nonrenew the Policy, and upon request by the First **Named Insured**, **We** will sell one of the Extended Reporting Period options listed below, unless **We** cancel or nonrenew the Policy because:
 - (a) Any of **You** failed to pay the premium or Deductible; or
 - (b) Any of **You** failed to comply with the Policy provisions.

Extended Reporting Period options and the respective percentage of the Premium, as stated in Item 6. of the Declarations Page, **You** must pay to purchase the Extended Reporting Period are:

One Year	=	100%
Two Years	=	150%
Three Years	=	185%

Changes or proposed changes in premium or policy provisions shall not be construed as cancellation or nonrenewal of the Policy by **Us**.

- (6) **We** must receive the First **Named Insured's** request for the Extended Reporting Period in writing within 60 days after the end of the **Policy Period**. On receipt and acceptance of the request, **We** will issue an endorsement showing the Extended Reporting Period. **We** will bill the additional premium. **We** must receive payment within 30 days after the billing date for the endorsement to be effective.
- (7) The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled. The Premium for any Extended Reporting Period is fully earned on the Effective Date and **We** are not liable to return any portion of the premium for any Extended Reporting Period.
- (8) A **Claim** that is first made during the Extended Reporting Period will be deemed to have been made on the last day of the **Policy Period**. The provisions of the Policy in effect on the last day of the **Policy Period** will apply.
- (9) The Extended Reporting Period does not reinstate or increase the Limit of Liability.
- (10) The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided.

E. Limit of Liability, Deductible and Reimbursement

1. Limit of Liability

a. Each Claim

The Each **Claim** Limit of Liability stated in Item 4.a. of the Declarations Page is the most **We** will pay for **Damages** and **Defense Costs** combined for any single **Claim** made during the **Policy Period** and any Extended Reporting Period.

b. **Single Claim**

All **Claims** arising from the same **Wrongful Act** or **Related Wrongful Acts** will be treated as a single **Claim**, no matter how many:

- (1) Of **You** this Policy covers;
- (2) **Claims** are made; or
- (3) Persons or entities make **Claims**.

The **Claim** shall be deemed to have been made on the earlier of the following times:

- (4) The date the first of those **Claims** is made against any of **You**; or
- (5) The first date **We** receive **Your** written notice of the **Circumstances**.

The provisions of the Policy in effect on that date will apply.

c. **Total Limit of Liability**

The Total Limit of Liability stated in Item 4.b. of the Declarations Page is the most **We** will pay for **Damages** and **Defense Costs** combined for the total of all **Claims** made during the **Policy Period** and any Extended Reporting Period, no matter how many:

- (1) Of **You** this Policy covers;
- (2) **Claims** are made;
- (3) Persons or entities make **Claims**; or
- (4) **Wrongful Acts** or **Related Wrongful Acts** are committed.

2. **Deductible**

A separate Deductible applies to each **Claim**. The Deductible applies to **Damages** and **Defense Costs** combined, and **Our** duty to pay **Damages** and **Defense Costs** applies only to the amount of **Damages** and **Defense Costs** in excess of the Deductible. The Limit of Liability will not be reduced by the application of the Deductible. The amount of **Your** Deductible is stated in Item 5. of the Declarations Page.

3. **Reimbursement**

If, at **Our** option, **We** have paid any amounts for **Damages** or **Defense Costs** in excess of the applicable Limit of Liability or if **We** have paid part or all of any Deductible, the **Named Insured** shall be liable to reimburse such amounts to **Us** upon demand.

For a **Claim** that is resolved through the use of "**Formal Mediation**," **We** will reimburse **You** for fifty percent (50%) of the Deductible **You** paid, but not to exceed a maximum reimbursement of \$15,000. Deductible payments made prior to the application of the above credit will be reimbursed within 30 days of the resolution of the **Claim**.

"**Formal Mediation**" means the voluntary process by which a qualified professional mediator, chosen by parties to the **Claim** with agreement by **Us**, meets with and intercedes between the parties in an attempt to resolve the **Claim**. Litigation and arbitration are specifically excluded from this definition.

The value of any **Professional Services** rendered or expenses incurred by **You** that are related to a **Claim**, or any return, withdrawal, or reduction of professional fees will not be applied to the Deductible or Limit of Liability without **Our** prior written consent.

PART 6. DEFINITIONS USED IN THIS POLICY

- A. "Application or Renewal Application"** means all the following:
1. The **Named Insured's** signed Architects and Engineers Professional Liability Insurance Policy Application;
 2. The **Named Insured's** signed Architects and Engineers Professional Liability Insurance Renewal Application, if this is a renewal of a policy issued by **Us**; and
 3. All attachments to the **Application or Renewal Application** and any other information furnished to **Us** for the purpose of applying for the insurance. All such attachments and information will be kept on file by **Us** and deemed attached to and a part of the Policy as if physically attached to it.
- B. "Bodily Injury"** means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time. **Bodily Injury** also means disability, emotional distress, mental anguish, mental injury, pain or suffering, shock or fright whether or not resulting in or from **Bodily Injury**.
- C. "Circumstance"** means an incident, situation or event that:
1. **You** first become aware of during this **Policy Period**;
 2. **You** reasonably expect could result in a **Claim** against **You**; and
 3. Involves **Damages** and arises out of **Your Professional Services**.
- D. "Claim"** means a demand for money or services made against any of **You** seeking **Damages**. A **Claim** also includes service of suit or the institution of an arbitration or other alternative dispute resolution proceeding against any of **You** seeking **Damages**.
- E. "Damages"** means money judgment, award or settlement for compensatory damages, except those for which insurance is prohibited by law. **Damages** does not include punitive or exemplary damages; the multiplied portion of multiple damages; the return, withdrawal or reduction in professional fees; or fines or penalties.

F. "Defense Costs" means expenses incurred by **Us** or by **You** with **Our** consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of **Claims**, whether paid by **Us** or **You** with **Our** consent. **Defense Costs** include:

1. Expenses **We** incur, other than salary or adjustment expenses of **Our** regular employees or officials or fees and expenses of independent adjusters;
2. Reasonable and necessary attorneys fees;
3. Costs taxed against **You** in any suit defended by **Us** and to which this insurance applies;
4. Pre-judgment interest and post-judgment interest on the amount of any judgment, award or settlement that is covered under this Policy and that accrues before **We** have paid, offered to pay or deposited in court the part of the judgment, award or settlement that is within the applicable Limit of Liability;
5. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Liability. **We** do not have to furnish these bonds; and
6. Reasonable expenses incurred by **You** at **Our** request other than:
 - a. Loss of earnings; and
 - b. Salaries or other compensation paid to any of **You**;except as provided in Part 5.B. Supplementary Payments.

G. "Named Insured" means the person or entity listed in Item 1. of the Declarations Page. The First **Named Insured** is the **Named Insured** first listed on the Declarations Page.

H. "Personal Injury" means:

1. Oral or written publication of material that slanders or libels a person or entity or disparages a person's or entity's goods, products or services;
2. Oral or written publication of material that violates a person's right to privacy;
3. False arrest, detention or imprisonment;
4. Wrongful entry into or eviction of a person from a room, dwelling or premises that the person occupies; or
4. Malicious prosecution.

Personal Injury also means disability, emotional distress, mental anguish, mental injury, pain or suffering, shock or fright resulting from 1. thru 5. above.

I. "Policy Period" means the period of time stated in Item 2. of the Declarations Page, or any shorter period resulting from Policy cancellation.

- J.** **"Professional Services"** means those services that **You** are legally qualified to perform for others in **Your** capacity as an architect, engineer, land surveyor, landscape architect, construction manager, interior designer or as specifically defined by endorsement to this policy.
- K.** **"Retroactive Date"** means the date, if any, stated in Item 3. of the Declarations Page.
- L.** **"Related Wrongful Acts"** means all **Wrongful Acts** that are logically, contractually or causally connected by common facts, circumstances, situations, transactions, events or decisions.
- M.** **"Wrongful Act"** means the following conduct or alleged conduct by **You** or any person or entity for whom **You** are legally liable:
1. A negligent act, error or omission; or
 2. A **Personal Injury**.
- N.** **"You"** and **"Your"** means, individually and collectively:
1. The **Named Insured**;
 2. The **Named Insured's** stockholders for their liability as stockholders;
 3. The **Named Insured's** principals, partners, members, officers, directors, employees and leased personnel, but only for **Wrongful Acts** within the scope of their duties in such capacity for the **Named Insured**;
 4. The **Named Insured's** former principals, partners, members, officers, directors and employees and leased personnel but only for **Wrongful Acts** both:
 - a. Within the scope of their duties in such capacity for the **Named Insured**; and
 - b. Made while they were the **Named Insured's** principal, partner, member, officer, director, employee and leased personnel;
 5. In the event of death, incapacity, insolvency or bankruptcy of any of **You**, **Your** legal representative but only for **Wrongful Acts** within the scope of their duties for the **Named Insured**; and
 6. Any of **You**, in **Your** capacity as a venture partner in a joint venture, but only for **Your** legal liability arising from **Wrongful Acts** for **Professional Services** performed by the joint venture. Coverage does not include the joint venture itself or any other entity that is part of the joint venture.

PART 7. GENERAL CONDITIONS - These conditions apply to the entire Policy.

A. Special Rights and Duties of the First Named Insured

The First **Named Insured** is responsible for the payment of all premiums and Deductibles. The First **Named Insured** has exclusive authority to act on behalf of all of **You** with respect to matters relating to this Policy, including:

1. Giving and receiving notice of cancellation and nonrenewal;
2. Receiving refunds;
3. Agreeing to any changes to this Policy; and
4. Purchasing an Extended Reporting Period.

B. What to Do if You Have a Claim or Suit

1. If there is a **Claim**, **You** must do the following:
 - a. Notify **Us** in writing as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**; this notice must:
 - (1) Be sent to **Us** at the address specified in Item 8. of the Declarations Page; and
 - (2) Include all of the following information:
 - (a) The name and location of the project involved;
 - (b) A description of the **Professional Services You** provided and when they were provided;
 - (c) A description of what happened, when it happened and the possible injury or potential **Damages**;
 - (d) How and when **You** first became aware of the **Claim**; and
 - (e) The names of any individuals and any entities involved;
 - b. Immediately send **Us**, at the address specified in Item 8. of the Declarations Page, copies of all demands, notices, summonses or legal papers received in connection with the **Claim**;
 - c. Authorize **Us** to obtain records and other information;
 - d. Cooperate with and assist **Us** in the investigation, settlement and defense of the **Claim**; and
 - e. Assist **Us**, upon **Our** request, in enforcing any rights of contribution or indemnity against another who may be liable to any of **You**.

2. None of **You** will, except at **Your** own cost, voluntarily make a payment, admit liability, assume any obligation, incur any expense or enter into any settlement without **Our** prior written consent.
3. **You** must obtain **Our** written consent prior to exercising any right **You** may have under a **Professional Services** contract to reject or demand arbitration or other alternative dispute resolution process.

C. What to Do if You Become Aware of a Circumstance

If **You** become aware of a **Circumstance** for which coverage is provided by this Policy, and give **Us** written notice during the **Policy Period**, then any **Claim** that may subsequently be made against **You** arising out of such **Circumstance** shall be deemed to have been made on the date **We** received written notice of the **Circumstance** from **You**. The written notice **You** give **Us** must include the information listed in Part 5.D.2.c.

You will refuse, except solely at **Your** own cost, to voluntarily make without **Our** approval any payment, admit liability or assume any obligation or incur any expense.

D. Legal Action Against Us

No person or entity has a right under this insurance:

1. To join **Us** as a party or otherwise bring **Us** into a suit asking for **Damages** from any of **You**; or
2. To sue **Us** on this insurance unless all of **You** have fully complied with all the Policy provisions.

A person or entity may sue **Us** to recover on “an agreed settlement” or on a final judgment against **You** obtained after an actual trial; but **We** will not be liable for **Damages** and **Defense Costs** that are not payable under the provisions of this insurance or that are in excess of the applicable Limit of Liability. “An agreed settlement” means a settlement and release of liability signed by **Us**, **You** and the claimant or the claimant’s legal representative.

E. Bankruptcy

The bankruptcy or insolvency of **You** or **Your** estate will not relieve **Us** of **Our** duty under this Policy. However, this Policy will not apply to liability directly or indirectly due to such bankruptcy, insolvency, receivership or subsequent liquidation.

F. Other Insurance

If other valid and collectible insurance is available to any of **You** for any **Claim We** cover, this insurance is excess over such other insurance, except when the other insurance is purchased by the **Named Insured** specifically to apply in excess of this insurance and no other insurance exists.

G. Transfer of Rights of Recovery Against Others to Us

You and **We** may have rights to recover all or part of any payment **You** or **We** make under this insurance. If so, those rights are transferred to **Us**.

You must do nothing to impair such rights. At **Our** request, **You** will bring suit or transfer those rights to **Us** and help **Us** enforce them. Any recoveries shall be applied as follows:

1. First, to the costs and fees incurred by **You** or **Us** to obtain the recovery;
2. Second, to the First **Named Insured** up to the amount of **Your** payment for **Damages** and **Defense Costs** in excess of the applicable Limit of Liability;
3. Third, to **Us** up to the amount of **Our** payment for **Damages** and **Defense Costs**;
4. Then, to the First **Named Insured** as recovery of Deductible amounts paid as **Damages** and **Defense Costs**.

H. Changes in Policy Provisions; Changes in Your Operations

1. This Policy contains all the agreements between the **Named Insured** and **Us** concerning the insurance afforded by this Policy. This Policy's provisions can be amended or waived only by written endorsement issued by **Us** and made a part of this Policy.
2. This Policy applies only to the **Professional Services** and **Named Insured(s)** as defined in the Policy or by endorsement as of the Effective Date of the **Policy Period**. This Policy shall not apply to any other services or entities unless such services or entities are added by written endorsement issued by **Us** and made a part of this Policy. If an endorsement is added, **You** shall promptly pay any additional premium that may become due.

I. Audit

We may examine and audit **Your** books and records at any time during the **Policy Period** and within three years after the end of **Policy Period**, insofar as they relate to the subject matter of this insurance.

J. Transfer of Your Rights and Duties Under the Policy

Your rights and duties under this Policy may not be transferred without **Our** written consent. This includes any claim or cause of action against **Us**, whether in contract, tort or otherwise, that relates to or arises in connection with this Policy, including any claim or cause of action for bad faith.

K. Cancellation

1. The First **Named Insured** may cancel this Policy by mailing or delivering to **Us** or **Our** authorized representative advance written notice of cancellation.
2. **We** may cancel this Policy by mailing or delivering to the First **Named Insured** written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if **We** cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if **We** cancel for any other reason.

We will mail or deliver **Our** notice to the address stated in Item 1. of the Declarations Page.

Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.

If this Policy is cancelled, **We** will send the First **Named Insured** any premium refund due and the refund will be pro rata. The cancellation will be effective even if **We** have not made or offered a refund.

If notice is mailed, proof of mailing will be sufficient proof of notice.

L. Nonrenewal

We may elect to nonrenew this Policy by mailing or delivering to the First **Named Insured** written notice of nonrenewal at least 60 days before the Expiration Date. **We** will mail or deliver **Our** notice to the address stated in Item 1. of the Declarations Page.

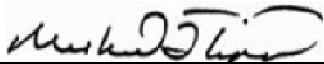
M. Representations

By accepting this Policy, **You** agree:

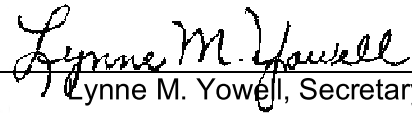
1. The statements in the **Application or Renewal Application** for this insurance furnished to **Us** are accurate and complete;
2. Those statements furnished to **Us** are representations the **Named Insured** made to **Us** on behalf of all of **You**;
3. Those representations are a material inducement to **Us** to issue this Policy;
4. **We** have issued this Policy in reliance upon those representations; and

5. If this Policy is a renewal of a policy issued by **Us**, **Your** representations include the representations made in **Your** original signed Architects and Engineers Professional Liability Insurance Policy Application, but only as of the Effective Date of the original policy issued by State Farm Mutual Automobile Insurance Company or its affiliates. The representations **You** make on **Your** Architects & Engineers Professional Liability Insurance Policy Renewal Application(s) apply as of the Effective Date of **Your** renewal policy(ies).

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by a duly authorized representative of the Insurer, to the extent required by applicable law.



Michael L. Tipsord, President



Lynne M. Yowell, Secretary

Part 8. ENDORSEMENTS

Required endorsements are attached to the back of this Policy.

PART 9. A COPY OF YOUR SIGNED APPLICATION OR RENEWAL APPLICATION

A copy of **Your** signed **Application or Renewal Application** is attached to the back of this Policy.

ENDORSEMENT

Issued to: JNT Land Surveying Services
Policy Number: PS0000000590616
Endorsement number:
(applicable when the endorsement is not issued with the Policy or takes effect after the effective date of the Policy)

ILLINOIS AMENDATORY ENDORSEMENT

You and We agree:

1. **PART 5. INSURING AGREEMENTS AND EXCLUSIONS**, D.2.b.(3), D.2.c.(3) and D.2.d.(3) are deleted and replaced by the following:

None of **You** knew prior to the Effective Date of the first of one or more architects and engineers professional liability policies issued to **You** by State Farm Fire and Casualty Company or its affiliates which together provided continuous coverage until the Effective Date of this Policy, of an incident, situation or event that could reasonably be expected to lead to the **Claim**; and

2. **PART 7. GENERAL CONDITIONS**, M.5. is amended by deleting State Farm Mutual Automobile Insurance Company and replacing it with State Farm Fire and Casualty Company.

3. **PART 5. INSURING AGREEMENTS AND EXCLUSIONS**, D.2.d. Extended Reporting Period, is deleted and replaced by the following:

- d. Extended Reporting Period

This section describes the provisions and conditions that apply to **Claims** first made after the end of the **Policy Period** when **You** have not reported a **Circumstance** during the **Policy Period** in accordance with Part 5.D.2.c. above. Such **Claims** are not automatically covered. To cover them, the First **Named Insured** must purchase an Extended Reporting Period from **Us**.

If the First **Named Insured** purchases an Extended Reporting Period, **We** will cover a **Claim** first made against any of **You** during the Extended Reporting Period, but only if all of the following conditions are met:

- (1) The **Wrongful Act** is committed on or after the **Retroactive Date** and before the end of the **Policy Period**;
- (2) The **Claim** is reported to **Us** in writing during the Extended Reporting Period;
- (3) None of **You** knew, or reasonably should have known, prior to the Effective Date of the first of one or more architects & engineers professional liability policies issued to **You** by State Farm Fire and Casualty Company or its affiliates which together provided continuous coverage until the Effective Date of this Policy, of an incident, situation or event that could reasonably be expected to lead to the **Claim**; and

- (4) There is no other valid and collectible professional liability insurance for the **Claim**.

We will consider a **Claim** to be made during the Extended Reporting Period only if a **Claim** is first received by any of **You** after the Expiration Date of the **Policy Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

The following provisions and conditions also apply to the Extended Reporting Period:

- (5) If **You** or **We** cancel or nonrenew the Policy for any reason, and upon request by the First **Named Insured**, **We** will sell one of the Extended Reporting Period options listed below

Extended Reporting Period options and the respective percentage of the Premium, as stated in Item 6. of the Declarations Page, **You** must pay to purchase the Extended Reporting Period are:

One Year	=	100%
Two Years	=	150%
Three Years	=	185%

- (6) **We** must receive the First **Named Insured's** request for the Extended Reporting Period in writing within 60 days after the end of the **Policy Period**. On receipt and acceptance of the request, **We** will issue an endorsement showing the Extended Reporting Period. **We** will bill the additional premium. **We** must receive payment within 30 days after the billing date for the endorsement to be effective.
- (7) The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled. The Premium for any Extended Reporting Period is fully earned on the Effective Date and **We** are not liable to return any portion of the premium for any Extended Reporting Period.
- (8) A **Claim** that is first made during the Extended Reporting Period will be deemed to have been made on the last day of the **Policy Period**. The provisions of the Policy in effect on the last day of the **Policy Period** will apply.
- (9) The Extended Reporting Period does not reinstate or increase the Limit of Liability.
- (10) The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided.

4. **PART 5. INSURING AGREEMENTS AND EXCLUSIONS, E. 1.** is changed by adding:

- d. Prejudgment Interest

We will pay prejudgment interest awarded on the amount of any judgment that is covered under this Policy in addition to the Each **Claim** Limit of Liability and Total Limit of Liability, stated in Items 4.a. and 4.b. of the Declarations Page, respectively.

5. **PART 6. DEFINITIONS USED IN THIS POLICY, F. "Defense Costs"** is deleted and replaced by the following:

F. "Defense Costs" means expenses incurred by **Us** or by **You** with **Our** consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of **Claims**, whether paid by **Us** or **You** with **Our** consent. **Defense Costs** include:

1. Expenses **We** incur, other than salary or adjustment expenses of **Our** regular employees or officials or fees and expenses of independent adjusters;
2. Reasonable and necessary attorneys fees;
3. Costs taxed against **You** in any suit defended by **Us** and to which this insurance applies;
4. Post-judgment interest on the amount of any judgment, award or settlement that is covered under this Policy and that accrues before **We** have paid, offered to pay or deposited in court the part of the judgment, award or settlement that is within the applicable Limit of Liability;
5. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Liability. **We** do not have to furnish these bonds; and
6. Reasonable expenses incurred by **You** at **Our** request other than:
 - a. Loss of earnings; and
 - b. Salaries or other compensation paid to any of **You**.

6. **PART 7. GENERAL CONDITIONS, F. Other Insurance** is deleted and replaced by the following:

F. Other Insurance

If other valid and collectible insurance is available to any of **You** for any **Claim We** cover, **We** will not be liable under this Policy for a greater proportion of the total **Damages** and **Defense Costs** than the Each **Claim** Limit of Liability stated in the Declarations bears to the total applicable Limit of Liability for all valid and collectible insurance for such **Claim**. This provision does not apply when the other insurance is purchased by the **Named Insured** specifically to apply in excess of this insurance and no other insurance exists.

7. **PART 7. GENERAL CONDITIONS, K. Cancellation** is deleted and replaced by the following:

K. Cancellation

1. The First **Named Insured** may cancel this Policy by mailing or delivering to **Us** or **Our** authorized representative advance written notice of cancellation.

2. **We** may cancel this Policy by mailing to the **Named Insured(s)** stated in Item 1. of the Declarations Page written notice of cancellation at least:
- a. 10 days before the effective date of cancellation if **We** cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if **We** cancel for any other reason.

We will mail **Our** notice to the **Named Insured(s)** at the address last known to **Us**.

Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.

If this Policy is canceled, **We** will send the First **Named Insured** any premium refund due and the refund will be pro rata. The cancellation will be effective even if **We** have not made or offered a refund.

Proof of mailing will be sufficient proof of notice.

8. **PART 7. GENERAL CONDITIONS, L. Nonrenewal** is deleted and replaced by the following:

L. Nonrenewal

We may elect to nonrenew this Policy by mailing to the **Named Insured(s)** stated in Item. 1. of the Declarations Page written notice of nonrenewal at least 60 days before the Expiration Date. **We** will mail **Our** notice to the **Named Insured(s)** at the address last known to **Us**. Proof of mailing will be sufficient proof of notice.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the Policy and takes effect on the effective date indicated below.

Effective date of this endorsement: January 13, 2021

If this endorsement is issued as part of the Policy on the Effective Date shown in the Declarations Page, then the countersignature on the Declarations Page also applies to this endorsement. If this endorsement is not issued with the Policy or takes effect after the Effective Date of the Policy, an Authorized Representative of the Insurer must countersign in the space below to validate the endorsement.

By: 
Authorized Representative