

## ENDORSEMENT

Attached to and forming a part of Home Ownership Protection Policy No. XXXXXXXXXXXXX  
Issued by

**FCT INSURANCE COMPANY LTD.**  
**2235 Sheridan Garden Drive**  
**Oakville, Ontario L6J 7Y5**  
**Telephone: (905) 287-3122 or 1-866-804-3122**

1. In addition to the Covered Risks, the Company insures the Insured against actual loss sustained by the Insured by reason of the failure of the lawyer or notary who certifies title to the Company to comply with the written closing instructions of the Insured or to perform those professional obligations imposed on that lawyer or notary by law or by the governing body for the profession to the extent that such failure relates to:
  - a. errors or omissions in the review of the agreement of purchase and sale and documents related to the purchase or financing of the Land;
  - b. failure to conduct title or off-title searches prior to the Date of Policy as per written instructions by the Insured;
  - c. errors or omissions made in the opinion provided regarding the title or off-title searches;
  - d. errors or omissions made in the statement of adjustments or in the disbursement of closing proceeds, relating to items ordinarily adjusted for or disbursed in a real estate transaction or otherwise provided for in the agreement of purchase and sale;
  - e. obtaining any other document, specifically required in the written closing instructions of the Insured, but only to the extent the failure to obtain such document affects the status of the Insured's interest in the Land or the validity, enforceability and priority of the Insured Mortgage, and not to the extent that the Insured's written instructions require a determination of the validity, enforceability or the effectiveness of the other document, or
  - f. fraud, theft, dishonesty or negligence of the lawyer or notary who certified Title to the Company in handling the funds of the Insured or documents in connection with the closing to the extent that fraud, dishonesty or negligence relates to the status of the Insured's interest in the Land or to the validity, enforceability and priority of the Insured Mortgage.
2. **Additional Conditions and Exclusions:**
  - a. When the Company shall have indemnified the Insured pursuant to this endorsement, it shall be subrogated to all rights and remedies the Insured has against any person or property had the Insured not been indemnified. The Company's liability for indemnification shall be reduced to the extent that the Insured has impaired the value of this right of subrogation.
  - b. The Company's liability for actual losses pertaining to the real estate transaction is strictly limited to the protection expressly provided in this endorsement. The Company shall have no liability for loss resulting from the fraud, theft, dishonesty or negligence of any party to the real estate transaction, other than the coverage provided for in paragraph 1(f).

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an

Deal Protection Endorsement

National excluding British Columbia and Quebec (1/2020)

express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**FCT INSURANCE COMPANY LTD.**

This endorsement is issued pursuant to FCT Insurance Company Ltd.'s liability insurance authorization.