

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CCR-08-6008-AR  
TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
Product Name: CCR-08-6008-AR  
Project Name/Number: /

## Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: CCR-08-6008-AR

SERFF Tr Num: CNNA-125884679 State: Arkansas

TOI: 26.0 Burglary & Theft

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 26.0001 Commercial Burglary & Theft Co Tr Num: CCR-08-6008-AR

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins

Author: Sharon Whitaker

Disposition Date: 11/14/2008

Date Submitted: 11/03/2008

Disposition Status: Approved

Effective Date Requested (New): 05/01/2009

Effective Date (New): 05/01/2009

Effective Date Requested (Renewal): 05/01/2009

Effective Date (Renewal):

05/01/2009

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/14/2008

State Status Changed: 11/05/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

At this time, we wish to file forms per the attached explanatory memorandum and related to our Crime Rewrite.

Final printed copies are attached for your review.

Corresponding forms are being withdrawn under transmittal CCR-08-6009-AR.



SERFF Tracking Number: CNNA-125884679

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State Tracking Number: EFT \$50

Company Tracking Number: CCR-08-6008-AR

TOI: 26.0 Burglary & Theft

Sub-TOI: 26.0001 Commercial Burglary & Theft

Product Name: CCR-08-6008-AR

Project Name/Number: /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/14/2008	11/14/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	11/13/2008	11/13/2008	Sharon Whitaker	11/13/2008	11/13/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Revised F777AR	Supporting Document	Sharon Whitaker	11/04/2008	11/04/2008

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## Disposition

Disposition Date: 11/14/2008

Effective Date (New): 05/01/2009

Effective Date (Renewal): 05/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	MEMORANDUM	Approved	Yes
Supporting Document	Revised F777AR	Approved	Yes
Form	COMPUTER FRAUD & FUNDS TRANSFER FRAUD COVERAGE SUPPLEMENTAL APPLICATION	Approved	Yes
Form	COMMERCIAL CRIME COVERAGE FORM AMENDATORY ENDORSEMENT	Approved	Yes
Form	GOVERNMENT CRIME COVERAGE FORM AMENDATORY ENDORSEMENT	Approved	Yes
Form	CRIME AND FIDELITY COVERAGE PART DECLARATIONS (COMMERCIAL ENTITIES)	Approved	Yes
Form	CRIME AND FIDELITY COVERAGE PART ENDORSEMENT (COMMERCIAL ENTITIES)	Approved	Yes
Form	CRIME AND FIDELITY COVERAGE PART DECLARATIONS (GOVERNMENT ENTITIES)	Approved	Yes
Form	CRIME AND FIDELITY COVERAGE PART ENDORSEMENT (GOVERNMENT ENTITIES)	Approved	Yes
Form	CRIME AND FIDELITY COVERAGE SUPPLEMENTAL ENDORSEMENT	Approved	Yes
Form	CRIME AND FIDELITY COVERAGE AMENDMENT (AWR VERSION)	Approved	Yes
Form	CRIME AND FIDELITY COVERAGE SCHEDULE	Approved	Yes
Form	CRIME AND FIDELITY COVERAGE NAMED INSURED SUPPLEMENTAL ENDORSEMENT	Approved	Yes
Form	CRIME AND FIDELITY SCHEDULE OF LOCATIONS	Approved	Yes
Form	COMMERCIAL CRIME COVERAGE FORM (DISCOVERY FORM)	Approved	Yes
Form	COMMERCIAL CRIME COVERAGE	Approved	Yes

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<b>Form</b>	FORM (LOSS SUSTAINED FORM)		
<b>Form</b>	GOVERNMENT CRIME COVERAGE FORM (DISCOVERY FORM)	Approved	Yes
<b>Form</b>	GOVERNMENT CRIME COVERAGE FORM (LOSS SUSTAINED FORM)	Approved	Yes
<b>Form</b>	CLIENTS' PROPERTY	Approved	Yes
<b>Form</b>	EXTORTION - COMMERCIAL ENTITIES	Approved	Yes
<b>Form</b>	EXTORTION - GOVERNMENT ENTITIES	Approved	Yes
<b>Form</b>	INSIDE THE PREMISES - THEFT OF OTHER PROPERTY	Approved	Yes
<b>Form</b>	INSIDE THE PREMISES - ROBBERY OF A WATCHPERSON OR BURGLARY OF OTHER PROPERTY	Approved	Yes
<b>Form</b>	INSIDE THE PREMISES - ROBBERY OF A CUSTODIAN OR SAFE BURGLARY OF MONEY AND SECURITIES	Approved	Yes
<b>Form</b>	EMPLOYEE THEFT - NAME OR POSITION SCHEDULE	Approved	Yes
<b>Form</b>	LESSEES OF SAFE DEPOSIT BOXES	Approved	Yes
<b>Form</b>	SECURITIES DEPOSITED WITH OTHERS	Approved	Yes
<b>Form</b>	GUESTS' PROPERTY	Approved	Yes
<b>Form</b>	SAFE DEPOSITORY	Approved	Yes
<b>Form</b>	DESTRUCTION OF ELECTRONIC DATA OR COMPUTER PROGRAMS	Approved	Yes
<b>Form</b>	UNAUTHORIZED REPRODUCTION OF COMPUTER SOFTWARE BY EMPLOYEES	Approved	Yes
<b>Form</b>	POLICY CHANGE (DISCOVERY FORM)	Approved	Yes
<b>Form</b>	POLICY CHANGE (LOSS SUSTAINED FORM)	Approved	Yes
<b>Form</b>	CHANGE EXTENDED PERIOD TO DISCOVER LOSS	Approved	Yes
<b>Form</b>	INCLUDE RETROACTIVE DATE FOR	Approved	Yes

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NAMED INSURED

<b>Form</b>	CONVERT TO AN AGGREGATE LIMIT OF INSURANCE	Approved	Yes
<b>Form</b>	AMEND TERRITORIAL LIMITS	Approved	Yes
<b>Form</b>	CONCURRENT INSURANCE	Approved	Yes
<b>Form</b>	COINDEMNITY	Approved	Yes
<b>Form</b>	BINDING ARBITRATION	Approved	Yes
<b>Form</b>	NON-BINDING ARBITRATION	Approved	Yes
<b>Form</b>	LOSS PAYABLE	Approved	Yes
<b>Form</b>	JOINT LOSS PAYABLE	Approved	Yes
<b>Form</b>	PROVIDE NOTICE OF CANCELLATION TO ANOTHER ENTITY	Approved	Yes
<b>Form</b>	PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY	Approved	Yes
<b>Form</b>	INCLUDE JOINT VENTURE OR PARTNERSHIP AS INSURED(S)	Approved	Yes
<b>Form</b>	OBLIGEE	Approved	Yes
<b>Form</b>	CALCULATION OF PREMIUM	Approved	Yes
<b>Form</b>	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES	Approved	Yes
<b>Form</b>	INCLUDE DESIGNATED PERSON REQUIRED TO HAVE KNOWLEDGE OF LOSS (DISCOVERY FORM)	Approved	Yes
<b>Form</b>	INCLUDE DESIGNATED PERSON REQUIRED TO HAVE KNOWLEDGE OF LOSS (LOSS SUSTAINED FORM)	Approved	Yes
<b>Form</b>	PROVIDE LIMITED COVERAGE FOR LOSS OCCURRING BEFORE RETROACTIVE DATE	Approved	Yes
<b>Form</b>	LOSS REPORTING THRESHOLD	Approved	Yes
<b>Form</b>	PROVIDE AUTOMATIC COVERAGE FOR ACQUIRED ENTITIES	Approved	Yes
<b>Form</b>	PROVIDE VARYING DEDUCTIBLES	Approved	Yes
<b>Form</b>	ADD PROTECTIVE DEVICES OR SERVICES	Approved	Yes
	CHANGE IN CONTROL OF THE		

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<b>Form</b>	INSURED - NOTICE TO THE COMPANY	Approved	Yes
<b>Form</b>	EXCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES	Approved	Yes
<b>Form</b>	INCLUDE DESIGNATED AGENTS AS EMPLOYEES	Approved	Yes
<b>Form</b>	INCLUDE PARTNERS AS EMPLOYEES	Approved	Yes
<b>Form</b>	INCLUDE MEMBERS OF A LIMITED LIABILITY COMPANY AS EMPLOYEES	Approved	Yes
<b>Form</b>	INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES AS EMPLOYEES	Approved	Yes
<b>Form</b>	INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOYEES	Approved	Yes
<b>Form</b>	INCLUDE VOLUNTEER WORKERS AS EMPLOYEES	Approved	Yes
<b>Form</b>	INCLUDE VOLUNTEER WORKERS OTHER THAN FUND SOLICITORS AS EMPLOYEES	Approved	Yes
<b>Form</b>	INCLUDE THE SPOUSE AND CHILDREN OF BUILDING MANAGER, SUPERINTENDENT OR JANITOR AS EMPLOYEES	Approved	Yes
<b>Form</b>	INCLUDE TREASURERS OR TAX COLLECTORS AS EMPLOYEES	Approved	Yes
<b>Form</b>	INCLUDE STUDENTS AS EMPLOYEES	Approved	Yes
<b>Form</b>	INCLUDE OFFICERS AND EMPLOYEES OF FEDERAL RESERVE BANK ACTING AS EFTS AGENT AS EMPLOYEES	Approved	Yes
<b>Form</b>	AMEND DEFINITION OF EMPLOYEE TO COMPLY WITH LABOR - MANAGEMENT REPORTING AND DISCLOSURE ACT OF 1959	Approved	Yes
<b>Form</b>	ADD TRADING COMPANY	Approved	Yes
<b>Form</b>	ADD WAREHOUSE RECEIPTS COVERAGE	Approved	Yes

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<b>Form</b>	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE	Approved	Yes
<b>Form</b>	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES	Approved	Yes
<b>Form</b>	ADD CREDIT, DEBIT OR CHARGE CARD FORGERY	Approved	Yes
<b>Form</b>	ADD WAREHOUSE RECEIPTS FORGERY	Approved	Yes
<b>Form</b>	INCLUDE PERSONAL ACCOUNTS OF SPECIFIED PERSONS	Approved	Yes
<b>Form</b>	EXCLUDE CERTAIN RISKS INHERENT IN INSURANCE OPERATIONS	Approved	Yes
<b>Form</b>	EXCLUDE HIGH-GRADING LOSS	Approved	Yes
<b>Form</b>	EXCLUDE UNAUTHORIZED ADVANCES, REQUIRE ANNUAL AUDIT	Approved	Yes
<b>Form</b>	RURAL UTILITIES SERVICE BORROWING CORPORATIONS - LIMIT AMOUNT OF INSURANCE ON COLLECTION AGENTS	Approved	Yes
<b>Form</b>	RURAL UTILITIES SERVICE JOINT INSURED	Approved	Yes
<b>Form</b>	RURAL UTILITIES SERVICE REGULATIONS	Approved	Yes
<b>Form</b>	INSURED AT MILITARY CENTER	Approved	Yes
<b>Form</b>	BANKS FOR COOPERATIVES AND FEDERAL INTERMEDIATE CREDIT BANKS	Approved	Yes
<b>Form</b>	ADD BLANKET EXCESS LIMIT OF INSURANCE FOR SPECIFIED JOINT INSURED	Approved	Yes
<b>Form</b>	PROVIDE EMPLOYEE THEFT COVERAGE EXCESS OVER A STATUTORY BOND REQUIREMENT	Approved	Yes
<b>Form</b>	EMPLOYEE THEFT - PER LOSS EXCESS OVER EMPLOYEE THEFT - PER EMPLOYEE	Approved	Yes

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<b>Form</b>	ADD SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR POSITIONS	Approved	Yes
<b>Form</b>	ADD SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR POSITIONS FOR EMPLOYEE THEFT ONLY	Approved	Yes
<b>Form</b>	CHANGE SCHEDULE (DISCOVERY FORM)	Approved	Yes
<b>Form</b>	CHANGE SCHEDULE (LOSS SUSTAINED FORM)	Approved	Yes
<b>Form</b>	CHANGE SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR POSITIONS (DISCOVERY FORM)	Approved	Yes
<b>Form</b>	CHANGE SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR POSITIONS (LOSS SUSTAINED FORM)	Approved	Yes
<b>Form</b>	INCLUDE EXPENSES INCURRED TO ESTABLISH AMOUNT OF COVERED LOSS	Approved	Yes
<b>Form</b>	INCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES	Approved	Yes
<b>Form</b>	INCLUDE COMPUTER SOFTWARE CONTRACTORS AS EMPLOYEES	Approved	Yes
<b>Form</b>	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR SPECIFIED GOVERNMENT EMPLOYEES OR POSITIONS	Approved	Yes
<b>Form</b>	EXCLUDE SPECIFIED PROPERTY	Approved	Yes
<b>Form</b>	INCREASE LIMIT FOR SPECIFIED PROPERTY SUBJECT TO SPECIAL LIMIT OF INSURANCE	Approved	Yes
<b>Form</b>	INCLUDE AUTOMOTIVE PRODUCTS IN OUTSIDE CONTAINERS	Approved	Yes
<b>Form</b>	LIMIT COVERAGE TO SPECIFIED	Approved	Yes

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<b>Form</b>	PORTION OF PREMISES		
<b>Form</b>	FORCIBLE ENTRY INTO PREMISES REQUIREMENT	Approved	Yes
<b>Form</b>	INCLUDE OUTSIDE SHOWCASES OR SHOW WINDOWS AS PREMISES	Approved	Yes
<b>Form</b>	CONVERT TO SCHEDULE COVERAGE	Approved	Yes
<b>Form</b>	EXCLUDE DESIGNATED PREMISES	Approved	Yes
<b>Form</b>	REDUCE LIMIT OF INSURANCE FOR DESIGNATED PREMISES	Approved	Yes
<b>Form</b>	DECREASE LIMIT OF INSURANCE WHILE PREMISES NOT OPEN FOR BUSINESS	Approved	Yes
<b>Form</b>	EXCLUDE FROM EXTORTION COVERAGE PERSONS OR PROPERTY AT DESIGNATED PREMISES	Approved	Yes
<b>Form</b>	INCLUDE PERSONAL EXTORTION FOR NAMED INDIVIDUALS	Approved	Yes
<b>Form</b>	CHANGE SCHEDULE COVERAGE	Approved	Yes
<b>Form</b>	LIMIT COVERAGE TO FIXTURES, FITTINGS OR APPLIANCES OR PROPERTY IN PUBLIC ENTRANCES, HALLWAYS OR STOREROOMS	Approved	Yes
<b>Form</b>	ADD PROPERTY OF OTHERS	Approved	Yes
<b>Form</b>	INCLUDE THEFT OF OUTDOOR SIGNS	Approved	Yes
<b>Form</b>	REQUIRE RECORD OF CHECKS	Approved	Yes
<b>Form</b>	EXTEND DEFINITION OF PREMISES TO INCLUDE PORTION OF GROUNDS ENCLOSED BY FENCE OR WALL	Approved	Yes
<b>Form</b>	INCREASE LIMIT OF INSURANCE FOR SPECIFIED PERIODS	Approved	Yes
<b>Form</b>	INCLUDE SELLING PRICE OR PROCESSING CHARGE	Approved	Yes
<b>Form</b>	EXTEND PREMISES TO ENTIRE PLOT OF GROUND UNDER YOUR CONTROL	Approved	Yes
<b>Form</b>	INCLUDE COVERED PROPERTY IN CUSTODY OF DESIGNATED AGENTS	Approved	Yes

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<b>Form</b>	INCLUDE GUESTS' PROPERTY ACCEPTED FOR SAFEKEEPING	Approved	Yes
<b>Form</b>	INCLUDE SECURITIES HELD BY A DEPOSITORY IN TRUST	Approved	Yes
<b>Form</b>	INCLUDE BULKY PROPERTY	Approved	Yes
<b>Form</b>	PROVIDE SUBLIMITS FOR MONEY, SECURITIES OR CHECKS	Approved	Yes
<b>Form</b>	LIMIT COVERAGE FOR MONEY AND SECURITIES OUTSIDE THE PREMISES TO ROBBERY ONLY	Approved	Yes
<b>Form</b>	INCREASE LIMIT OF INSURANCE PER GUEST	Approved	Yes
<b>Form</b>	CINCIPLUS CRIME EXPANDED COVERAGE (XC) COVERAGE PART DECLARATIONS	Approved	Yes
<b>Form</b>	INCLUDE DAMAGE FROM FOOD OR LIQUID	Approved	Yes
<b>Form</b>	INCLUDE PROPERTY IN CUSTODY OF LAUNDRY OR CLEANER	Approved	Yes
<b>Form</b>	INCLUDE PROPERTY OF GUESTS OCCUPYING LEASED LODGING ACCOMMODATIONS	Approved	Yes
<b>Form</b>	INCLUDE SAMPLES OR ARTICLES CARRIED OR HELD FOR SALE OR DELIVERY	Approved	Yes
<b>Form</b>	INCLUDE MONEY FOR FULL OR PARTIAL LIMIT OF INSURANCE	Approved	Yes
<b>Form</b>	SAFE DEPOSIT BOX TRANSFER	Approved	Yes
<b>Form</b>	CRIME EXPANDED COVERAGE (XC) COVERAGE FORM (DISCOVERY FORM)	Approved	Yes
<b>Form</b>	CINCIPLUS CRIME EXPANDED COVERAGE (XC+) PLUS COVERAGE PART DECLARATIONS	Approved	Yes
<b>Form</b>	CINCIPLUS CRIME EXPANDED COVERAGE (XC) COVERAGE PART ENDORSEMENT	Approved	Yes

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<b>Form</b>	CINCIPLUS CRIME EXPANDED COVERAGE (XC+) PLUS COVERAGE PART ENDORSEMENT	Approved	Yes
<b>Form</b>	2008 NOTICE TO POLICYHOLDERS CRIME AND FIDELITY COVERAGE	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 11/13/2008  
Submitted Date 11/13/2008  
Respond By Date 11/25/2008

Dear Sharon Grubbs,

The Legal Action Against Us Clause in your forms:

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Sincerely,  
Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,  
Llyweyia Rawlins

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 11/13/2008  
Submitted Date 11/13/2008

Dear Llyweyia Rawlins,

### Comments:

#### Response 1

Comments: Dear Ms. Rawlins,

In response to your Objection Letter, please refer to our recently approved filing CMISC-08-6035-AR/CNNA-125886392 for amendatory endorsement IA 4279 AR which amends the Legal Action Against Us provision.

Thank you,



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**Amendment Letter**

Amendment Date:

Submitted Date: 11/04/2008

**Comments:**

I am submitting a corrected transmittal F777AR as I mistakenly entered the wrong effective date. The corrected copy now matches the that shown under General Information tab.

I apologize for this oversight.

Thank you,

Sharon Whitaker

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Revised F777AR**

Comment:

F777AR\_CCR-08-6008-AR.pdf

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	COMPUTER FRAUD & FUNDS TRANSFER FRAUD COVERAGE SUPPLEMENTAL APPLICATION	CA004	0107	Application/ New Binder/Enrollment		0.00	CA004 01-07.pdf
Approved	COMMERCIAL CRIME COVERAGE FORM AMENDATORY ENDORSEMENT	CA440	0807	Endorsement/ Amendment/Conditions		0.00	CA440 08-07.pdf
Approved	GOVERNMENT CRIME COVERAGE FORM AMENDATORY ENDORSEMENT	CA442	0807	Endorsement/ Amendment/Conditions		0.00	CA442 08-07.pdf
Approved	CRIME AND FIDELITY COVERAGE PART DECLARATIONS (COMMERCIAL ENTITIES)	CA509	0807	Declaration News/Schedule		0.00	CA509 08-07.pdf
Approved	CRIME AND FIDELITY COVERAGE PART ENDORSEMENT (COMMERCIAL	CA509E	0807	Endorsement/ Amendment/Conditions		0.00	CA509E 08-07.pdf

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Approval	Policy Description	Policy No.	Code	Description	Amount	File Name
Approved	CRIME AND FIDELITY COVERAGE PART DECLARATIONS (GOVERNMENT ENTITIES)	CA511	0807	Declaration New s/Schedule	0.00	CA511 08-07.pdf
Approved	CRIME AND FIDELITY COVERAGE PART ENDORSEMENT (GOVERNMENT ENTITIES)	CA511E	0807	Endorseme New nt/Amendm ent/Condi tions	0.00	CA511E 08-07.pdf
Approved	CRIME AND FIDELITY COVERAGE SUPPLEMENTA L ENDORSEMENT	CA901	0807	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 CA 901 01 92 Previous Filing #:	CA901 08-07.pdf
Approved	CRIME AND FIDELITY COVERAGE AMENDMENT (AWR VERSION)	CA905	0807	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 CA 905 01 92 Previous Filing #:	CA905 08-07.pdf
Approved	CRIME AND FIDELITY COVERAGE SCHEDULE	CA907	0807	Declaration Replaced s/Schedule	Replaced Form #:0.00 CA 907 01 92 Previous Filing #:	CA907 08-07.pdf
Approved	CRIME AND FIDELITY COVERAGE NAMED INSURED SUPPLEMENTA L ENDORSEMENT	CA910	0807	Declaration Replaced s/Schedule	Replaced Form #:0.00 CA 910 01 92 Previous Filing #:	CA910 08-07.pdf

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Approved	CRIME AND FIDELITY SCHEDULE OF LOCATIONS	CA911	0807	Declaration News/Schedule	0.00	CA911 08-07.pdf
Approved	COMMERCIAL CRIME COVERAGE FORM (DISCOVERY FORM)	CR0020	0506	Policy/Coverage New Form	0.00	CR0020 05-06.pdf
Approved	COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)	CR0021	0506	Policy/Coverage New Form	0.00	CR0021 05-06.pdf
Approved	GOVERNMENT CRIME COVERAGE FORM (DISCOVERY FORM)	CR0024	0506	Policy/Coverage New Form	0.00	CR0024 05-06.pdf
Approved	GOVERNMENT CRIME COVERAGE FORM (LOSS SUSTAINED FORM)	CR0025	0506	Policy/Coverage New Form	0.00	CR0025 05-06.pdf
Approved	CLIENTS' PROPERTY	CR0401	0506	Endorsement/Amendment/Conditions	0.00	CR0401 05-06.pdf
Approved	EXTORTION - COMMERCIAL ENTITIES	CR0403	0807	Endorsement/Amendment/Conditions	0.00	CR0403 08-07.pdf
Approved	EXTORTION - GOVERNMENT	CR0404	0807	Endorsement/Amendment	0.00	CR0404 08-07.pdf

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CCR-08-6008-AR  
 TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
 Product Name: CCR-08-6008-AR  
 Project Name/Number: /

ENTITIES				ent/Condi		
				ons		
Approved	INSIDE THE PREMISES - THEFT OF OTHER PROPERTY	CR0405	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR0405 08-07.pdf
Approved	INSIDE THE PREMISES - ROBBERY OF A WATCHPERSON OR BURGLARY OF OTHER PROPERTY	CR0406	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR0406 08-07.pdf
Approved	INSIDE THE PREMISES - ROBBERY OF A CUSTODIAN OR SAFE BURGLARY OF MONEY AND SECURITIES	CR0407	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR0407 08-07.pdf
Approved	EMPLOYEE THEFT - NAME OR POSITION SCHEDULE	CR0408	0807	Declaration New s/Schedule	0.00	CR0408 08-07.pdf
Approved	LESSEES OF SAFE DEPOSIT BOXES	CR0409	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR0409 08-07.pdf
Approved	SECURITIES DEPOSITED WITH OTHERS	CR0410	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR0410 08-07.pdf
Approved	GUESTS' PROPERTY	CR0411	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR0411 08-07.pdf

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CCR-08-6008-AR  
 TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
 Product Name: CCR-08-6008-AR  
 Project Name/Number: /

Approved	SAFE DEPOSITORY	CR0412	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR0412 08-07.pdf
Approved	DESTRUCTION OF ELECTRONIC DATA OR COMPUTER PROGRAMS	CR0413	0506	Endorseme New nt/Amendm ent/Condi ons	0.00	CR0413 05-06.pdf
Approved	UNAUTHORIZED REPRODUCTIO N OF COMPUTER SOFTWARE BY EMPLOYEES	CR0414	0506	Endorseme New nt/Amendm ent/Condi ons	0.00	CR0414 05-06.pdf
Approved	POLICY CHANGE (DISCOVERY FORM)	CR2001	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2001 08-07.pdf
Approved	POLICY CHANGE (LOSS SUSTAINED FORM)	CR2002	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2002 08-07.pdf
Approved	CHANGE EXTENDED PERIOD TO DISCOVER LOSS	CR2004	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2004 08-07.pdf
Approved	INCLUDE RETROACTIVE DATE FOR NAMED INSURED	CR2005	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2005 08-07.pdf
Approved	CONVERT TO AN AGGREGATE LIMIT OF	CR2008	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2008 08-07.pdf

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CCR-08-6008-AR  
 TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
 Product Name: CCR-08-6008-AR  
 Project Name/Number: /

INSURANCE

Approved	AMEND TERRITORIAL LIMITS	CR2009	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2009 08-07.pdf
Approved	CONCURRENT INSURANCE	CR2010	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2010 08-07.pdf
Approved	COINDEMNITY	CR2011	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2011 08-07.pdf
Approved	BINDING ARBITRATION	CR2012	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2012 08-07.pdf
Approved	NON-BINDING ARBITRATION	CR2013	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2013 08-07.pdf
Approved	LOSS PAYABLE	CR2014	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2014 08-07.pdf
Approved	JOINT LOSS PAYABLE	CR2015	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2015 08-07.pdf
Approved	PROVIDE NOTICE OF CANCELLATION TO ANOTHER ENTITY	CR2016	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2016 08-07.pdf
Approved	PROVIDE REQUIRED NOTICE OF CANCELLATION	CR2017	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2017 08-07.pdf

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CCR-08-6008-AR  
 TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
 Product Name: CCR-08-6008-AR  
 Project Name/Number: /

Approval	Description	CR	Code	Endorsement/Condition	Amount	Attachment
	TO ANOTHER ENTITY					
Approved	INCLUDE JOINT VENTURE OR PARTNERSHIP AS INSURED(S)	CR2018	0807	Endorsement/Amendment/Conditions	0.00	CR2018 08-07.pdf
Approved	OBLIGEE	CR2019	0807	Endorsement/Amendment/Conditions	0.00	CR2019 08-07.pdf
Approved	CALCULATION OF PREMIUM	CR2020	0807	Endorsement/Amendment/Conditions	0.00	CR2020 08-07.pdf
Approved	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES	CR2021	0807	Endorsement/Amendment/Conditions	0.00	CR2021 0807.pdf
Approved	INCLUDE DESIGNATED PERSON REQUIRED TO HAVE KNOWLEDGE OF LOSS (DISCOVERY FORM)	CR2022	0807	Endorsement/Amendment/Conditions	0.00	CR2022 08-07.pdf
Approved	INCLUDE DESIGNATED PERSON REQUIRED TO HAVE KNOWLEDGE OF LOSS (LOSS SUSTAINED FORM)	CR2023	0807	Endorsement/Amendment/Conditions	0.00	CR2023 08-07.pdf
Approved	PROVIDE	CR2024	0807	Endorsement New	0.00	CR2024

<i>SERFF Tracking Number:</i>	<i>CNNA-125884679</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Cincinnati Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CCR-08-6008-AR</i>		
<i>TOI:</i>	<i>26.0 Burglary &amp; Theft</i>	<i>Sub-TOI:</i>	<i>26.0001 Commercial Burglary &amp; Theft</i>
<i>Product Name:</i>	<i>CCR-08-6008-AR</i>		
<i>Project Name/Number:</i>	/		

  

	LIMITED			nt/Amendm		08-07.pdf
	COVERAGE			ent/Condi		
	FOR LOSS			ons		
	OCCURRING					
	BEFORE					
	RETROACTIVE					
	DATE					
Approved	LOSS	CR2025	0807	Endorseme New	0.00	CR2025
	REPORTING			nt/Amendm		08-07.pdf
	THRESHOLD			ent/Condi		
				ons		
Approved	PROVIDE	CR2026	0807	Endorseme New	0.00	CR2026
	AUTOMATIC			nt/Amendm		08-07.pdf
	COVERAGE			ent/Condi		
	FOR ACQUIRED			ons		
	ENTITIES					
Approved	PROVIDE	CR2027	0807	Endorseme New	0.00	CR2027
	VARYING			nt/Amendm		08-07.pdf
	DEDUCTIBLES			ent/Condi		
				ons		
Approved	ADD	CR2028	0807	Endorseme New	0.00	CR2028
	PROTECTIVE			nt/Amendm		08-07.pdf
	DEVICES OR			ent/Condi		
	SERVICES			ons		
Approved	CHANGE IN	CR2029	0807	Endorseme New	0.00	CR2029
	CONTROL OF			nt/Amendm		08-07.pdf
	THE INSURED -			ent/Condi		
	NOTICE TO THE			ons		
	COMPANY					
Approved	EXCLUDE	CR2501	0807	Endorseme New	0.00	CR2501
	DESIGNATED			nt/Amendm		08-07.pdf
	PERSONS OR			ent/Condi		
	CLASSES OF			ons		
	PERSONS AS					
	EMPLOYEES					
Approved	INCLUDE	CR2502	0506	Endorseme New	0.00	CR2502
	DESIGNATED			nt/Amendm		05-06.pdf
	AGENTS AS			ent/Condi		

<i>SERFF Tracking Number:</i>	<i>CNNA-125884679</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Cincinnati Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CCR-08-6008-AR</i>		
<i>TOI:</i>	<i>26.0 Burglary &amp; Theft</i>	<i>Sub-TOI:</i>	<i>26.0001 Commercial Burglary &amp; Theft</i>
<i>Product Name:</i>	<i>CCR-08-6008-AR</i>		
<i>Project Name/Number:</i>	<i>/</i>		

  

	EMPLOYEES			ons		
Approved	INCLUDE PARTNERS AS EMPLOYEES	CR2503	0807	Endorsement/Amendment/Conditions	0.00	CR2503 08-07.pdf
Approved	INCLUDE MEMBERS OF A LIMITED LIABILITY COMPANY AS EMPLOYEES	CR2504	0807	Endorsement/Amendment/Conditions	0.00	CR2504 08-07.pdf
Approved	INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES AS EMPLOYEES	CR2506	0807	Endorsement/Amendment/Conditions	0.00	CR2506 08-07.pdf
Approved	INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOYEES	CR2508	0807	Endorsement/Amendment/Conditions	0.00	CR2508 08-07.pdf
Approved	INCLUDE VOLUNTEER WORKERS AS EMPLOYEES	CR2509	0807	Endorsement/Amendment/Conditions	0.00	CR2509 08-07.pdf
Approved	INCLUDE VOLUNTEER WORKERS OTHER THAN FUND SOLICITORS AS EMPLOYEES	CR2510	0807	Endorsement/Amendment/Conditions	0.00	CR2510 08-07.pdf
Approved	INCLUDE THE SPOUSE AND CHILDREN OF BUILDING	CR2511	0506	Endorsement/Amendment/Conditions	0.00	CR2511 05-06.pdf

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CCR-08-6008-AR  
 TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
 Product Name: CCR-08-6008-AR  
 Project Name/Number: /

MANAGER,  
 SUPERINTENDE  
 NT OR JANITOR  
 AS EMPLOYEES

Approved	INCLUDE TREASURERS OR TAX COLLECTORS AS EMPLOYEES	CR2512	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2512 08-07.pdf
Approved	INCLUDE STUDENTS AS EMPLOYEES	CR2513	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2513 08-07.pdf
Approved	INCLUDE OFFICERS AND EMPLOYEES OF FEDERAL RESERVE BANK ACTING AS EFTS AGENT AS EMPLOYEES	CR2514	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2514 08-07.pdf
Approved	AMEND DEFINITION OF EMPLOYEE TO COMPLY WITH LABOR - MANAGEMENT REPORTING AND DISCLOSURE ACT OF 1959	CR2515	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2515 08-07.pdf
Approved	ADD TRADING COMPANY	CR2516	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2516 08-07.pdf
Approved	ADD WAREHOUSE RECEIPTS	CR2517	0807	Endorseme New nt/Amendm ent/Condi	0.00	CR2517 08-07.pdf

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CCR-08-6008-AR  
 TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
 Product Name: CCR-08-6008-AR  
 Project Name/Number: /

Approval	Description	CR#	Code	Endorsement	Amount	File
	COVERAGE			ons		
Approved	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE	CR2518	0807	Endorsement/Amendment/Conditions	0.00	CR2518 08-07.pdf
Approved	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES	CR2519	0506	Endorsement/Amendment/Conditions	0.00	CR2519 05-06.pdf
Approved	ADD CREDIT, DEBIT OR CHARGE CARD FORGERY	CR2520	0807	Endorsement/Amendment/Conditions	0.00	CR2520 08-07.pdf
Approved	ADD WAREHOUSE RECEIPTS FORGERY	CR2521	0807	Endorsement/Amendment/Conditions	0.00	CR2521 08-07.pdf
Approved	INCLUDE PERSONAL ACCOUNTS OF SPECIFIED PERSONS	CR2522	0807	Endorsement/Amendment/Conditions	0.00	CR2522 08-07.pdf
Approved	EXCLUDE CERTAIN RISKS INHERENT IN INSURANCE OPERATIONS	CR2523	0807	Endorsement/Amendment/Conditions	0.00	CR2523 08-07.pdf
Approved	EXCLUDE HIGH-GRADING LOSS	CR2524	0807	Endorsement/Amendment/Conditions	0.00	CR2524 08-07.pdf
Approved	EXCLUDE UNAUTHORIZED ADVANCES, REQUIRE	CR2525	0807	Endorsement/Amendment/Conditions	0.00	CR2525 08-07.pdf

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CCR-08-6008-AR  
 TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
 Product Name: CCR-08-6008-AR

Project Name/Number: /  
 ANNUAL AUDIT

Approved	RURAL UTILITIES SERVICE BORROWING CORPORATION S - LIMIT AMOUNT OF INSURANCE ON COLLECTION AGENTS	CR2526	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2526 08-07.pdf
Approved	RURAL UTILITIES SERVICE JOINT INSURED	CR2527	0506	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2527 05-06.pdf
Approved	RURAL UTILITIES SERVICE REGULATIONS	CR2528	0506	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2528 05-06.pdf
Approved	INSURED AT MILITARY CENTER	CR2529	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2529 08-07.pdf
Approved	BANKS FOR COOPERATIVES AND FEDERAL INTERMEDIATE CREDIT BANKS	CR2530	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2530 08-07.pdf
Approved	ADD BLANKET EXCESS LIMIT OF INSURANCE FOR SPECIFIED JOINT INSURED	CR2531	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2531 08-07.pdf
Approved	PROVIDE EMPLOYEE THEFT COVERAGE EXCESS OVER	CR2532	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2532 08-07.pdf

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CCR-08-6008-AR  
 TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
 Product Name: CCR-08-6008-AR  
 Project Name/Number: /

A STATUTORY  
 BOND  
 REQUIREMENT

Approved	EMPLOYEE THEFT - PER LOSS EXCESS OVER EMPLOYEE THEFT - PER EMPLOYEE	CR2533	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2533 08-07.pdf
Approved	ADD SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR POSITIONS	CR2534	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2534 08-07.pdf
Approved	ADD SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR POSITIONS FOR EMPLOYEE THEFT ONLY	CR2535	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR2535 08-07.pdf
Approved	CHANGE SCHEDULE (DISCOVERY FORM)	CR2536	0807	Declaration New s/Schedule	0.00	CR2536 08-07.pdf
Approved	CHANGE SCHEDULE (LOSS SUSTAINED FORM)	CR2537	0807	Declaration New s/Schedule	0.00	CR2537 08-07.pdf
Approved	CHANGE SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED	CR2538	0807	Declaration New s/Schedule	0.00	CR2538 08-07.pdf

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CCR-08-6008-AR  
 TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
 Product Name: CCR-08-6008-AR  
 Project Name/Number: /

Approval	Change	CR	Code	Description	Amount	File
	EMPLOYEES OR POSITIONS (DISCOVERY FORM)					
Approved	CHANGE SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR POSITIONS (LOSS SUSTAINED FORM)	CR2539	0807	Declaration New s/Schedule	0.00	CR2539 08-07.pdf
Approved	INCLUDE EXPENSES INCURRED TO ESTABLISH AMOUNT OF COVERED LOSS	CR2540	0807	Endorseme New nt/Amendm ent/Condi tions	0.00	CR2540 08-07.pdf
Approved	INCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES	CR2541	0807	Endorseme New nt/Amendm ent/Condi tions	0.00	CR2541 08-07.pdf
Approved	INCLUDE COMPUTER SOFTWARE CONTRACTORS AS EMPLOYEES	CR2542	0506	Endorseme New nt/Amendm ent/Condi tions	0.00	CR2542 05-06.pdf
Approved	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR SPECIFIED GOVERNMENT	CR2543	0506	Endorseme New nt/Amendm ent/Condi tions	0.00	CR2543 05-06.pdf

SERFF Tracking Number: CNNA-125884679

State: Arkansas

Filing Company: The Cincinnati Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: CCR-08-6008-AR

TOI: 26.0 Burglary & Theft

Sub-TOI: 26.0001 Commercial Burglary & Theft

Product Name: CCR-08-6008-AR

Project Name/Number: /

EMPLOYEES OR POSITIONS

Approved	EXCLUDE SPECIFIED PROPERTY	CR3501	0807	Endorsement/Amendment/Conditions	New	0.00	CR3501 08-07.pdf
Approved	INCREASE LIMIT FOR SPECIFIED PROPERTY SUBJECT TO SPECIAL LIMIT OF INSURANCE	CR3504	0807	Endorsement/Amendment/Conditions	New	0.00	CR3504 08-07.pdf
Approved	INCLUDE AUTOMOTIVE PRODUCTS IN OUTSIDE CONTAINERS	CR3507	0807	Endorsement/Amendment/Conditions	New	0.00	CR3507 08-07.pdf
Approved	LIMIT COVERAGE TO SPECIFIED PORTION OF PREMISES	CR3508	0807	Endorsement/Amendment/Conditions	New	0.00	CR3508 08-07.pdf
Approved	FORCIBLE ENTRY INTO PREMISES REQUIREMENT	CR3510	0807	Endorsement/Amendment/Conditions	New	0.00	CR3510 08-07.pdf
Approved	INCLUDE OUTSIDE SHOWCASES OR SHOW WINDOWS AS PREMISES	CR3511	0807	Endorsement/Amendment/Conditions	New	0.00	CR3511 08-07.pdf
Approved	CONVERT TO SCHEDULE COVERAGE	CR3512	0807	Endorsement/Amendment/Conditions	New	0.00	CR3512 08-07.pdf
Approved	EXCLUDE DESIGNATED	CR3513	0807	Endorsement/Amendment	New	0.00	CR3513 08-07.pdf

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CCR-08-6008-AR  
 TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
 Product Name: CCR-08-6008-AR  
 Project Name/Number: /

	PREMISES			ent/Condi tions		
Approved	REDUCE LIMIT OF INSURANCE FOR DESIGNATED PREMISES	CR3514	0807	Endorseme New nt/Amendm ent/Condi tions	0.00	CR3514 08-07.pdf
Approved	DECREASE LIMIT OF INSURANCE WHILE PREMISES NOT OPEN FOR BUSINESS	CR3515	0807	Endorseme New nt/Amendm ent/Condi tions	0.00	CR3515 08-07.pdf
Approved	EXCLUDE FROM EXTORTION COVERAGE PERSONS OR PROPERTY AT DESIGNATED PREMISES	CR3516	0807	Endorseme New nt/Amendm ent/Condi tions	0.00	CR3516 08-07.pdf
Approved	INCLUDE PERSONAL EXTORTION FOR NAMED INDIVIDUALS	CR3517	0807	Endorseme New nt/Amendm ent/Condi tions	0.00	CR3517 08-07.pdf
Approved	CHANGE SCHEDULE COVERAGE	CR3518	0807	Declaration New s/Schedule	0.00	CR3518 08-07.pdf
Approved	LIMIT COVERAGE TO FIXTURES, FITTINGS OR APPLIANCES OR PROPERTY IN PUBLIC ENTRANCES, HALLWAYS OR	CR3519	0807	Endorseme New nt/Amendm ent/Condi tions	0.00	CR3519 08-07.pdf

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CCR-08-6008-AR  
 TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
 Product Name: CCR-08-6008-AR  
 Project Name/Number: /

STOREROOMS

Approved	ADD PROPERTY OF OTHERS	CR3520	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR3520 08-07.pdf
Approved	INCLUDE THEFT OF OUTDOOR SIGNS	CR3521	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR3521 08-07.pdf
Approved	REQUIRE RECORD OF CHECKS	CR3522	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR3522 08-07.pdf
Approved	EXTEND DEFINITION OF PREMISES TO INCLUDE PORTION OF GROUNDS ENCLOSED BY FENCE OR WALL	CR3523	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR3523 08-07.pdf
Approved	INCREASE LIMIT OF INSURANCE FOR SPECIFIED PERIODS	CR3524	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR3524 08-07.pdf
Approved	INCLUDE SELLING PRICE OR PROCESSING CHARGE	CR3525	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR3525 08-07.pdf
Approved	EXTEND PREMISES TO ENTIRE PLOT OF GROUND UNDER YOUR CONTROL	CR3526	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR3526 08-07.pdf
Approved	INCLUDE	CR3527	0807	Endorseme New	0.00	CR3527

<i>SERFF Tracking Number:</i>	<i>CNNA-125884679</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Cincinnati Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CCR-08-6008-AR</i>		
<i>TOI:</i>	<i>26.0 Burglary &amp; Theft</i>	<i>Sub-TOI:</i>	<i>26.0001 Commercial Burglary &amp; Theft</i>
<i>Product Name:</i>	<i>CCR-08-6008-AR</i>		
<i>Project Name/Number:</i>	<i>/</i>		

  

	COVERED			nt/Amendm		08-07.pdf
	PROPERTY IN			ent/Condi		
	CUSTODY OF			ons		
	DESIGNATED					
	AGENTS					
Approved	INCLUDE	CR3528	0807	Endorseme New	0.00	CR3528
	GUESTS'			nt/Amendm		08-07.pdf
	PROPERTY			ent/Condi		
	ACCEPTED FOR			ons		
	SAFEKEEPING					
Approved	INCLUDE	CR3529	0807	Endorseme New	0.00	CR3529
	SECURITIES			nt/Amendm		08-07.pdf
	HELD BY A			ent/Condi		
	DEPOSITORY IN			ons		
	TRUST					
Approved	INCLUDE BULKY	CR3530	0807	Endorseme New	0.00	CR3530
	PROPERTY			nt/Amendm		08-07.pdf
				ent/Condi		
				ons		
Approved	PROVIDE	CR3531	0807	Endorseme New	0.00	CR3531
	SUBLIMITS FOR			nt/Amendm		08-07.pdf
	MONEY,			ent/Condi		
	SECURITIES OR			ons		
	CHECKS					
Approved	LIMIT	CR3532	0807	Endorseme New	0.00	CR3532
	COVERAGE			nt/Amendm		08-07.pdf
	FOR MONEY			ent/Condi		
	AND			ons		
	SECURITIES					
	OUTSIDE THE					
	PREMISES TO					
	ROBBERY ONLY					
Approved	INCREASE LIMIT	CR3533	0807	Endorseme New	0.00	CR3533
	OF INSURANCE			nt/Amendm		08-07.pdf
	PER GUEST			ent/Condi		
				ons		
Approved	CINCIPLUS	CA514XC	0807	Declaration New	0.00	CA514XC
	CRIME			s/Schedule		08-07.pdf

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CCR-08-6008-AR  
 TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
 Product Name: CCR-08-6008-AR

Project Name/Number: /  
 EXPANDED  
 COVERAGE  
 (XC)  
 COVERAGE  
 PART  
 DECLARATIONS

Approved	INCLUDE	CR3534	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR3534 08-07.pdf
	DAMAGE FROM FOOD OR LIQUID					
Approved	INCLUDE	CR3535	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR3535 08-07.pdf
	PROPERTY IN CUSTODY OF LAUNDRY OR CLEANER					
Approved	INCLUDE	CR3536	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR3536 08-07.pdf
	PROPERTY OF GUESTS OCCUPYING LEASED LODGING ACCOMMODATI ONS					
Approved	INCLUDE	CR3537	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR3537 08-07.pdf
	SAMPLES OR ARTICLES CARRIED OR HELD FOR SALE OR DELIVERY					
Approved	INCLUDE	CR3538	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR3538 08-07.pdf
	MONEY FOR FULL OR PARTIAL LIMIT OF INSURANCE					
Approved	SAFE DEPOSIT BOX TRANSFER	CR3540	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	CR3540 08-07.pdf

SERFF Tracking Number: CNNA-125884679 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CCR-08-6008-AR  
 TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
 Product Name: CCR-08-6008-AR  
 Project Name/Number: /

Approved	CRIME EXPANDED COVERAGE (XC) COVERAGE FORM (DISCOVERY FORM)	CA102	0807	Policy/CoveNew rage Form	0.00	CA102 08-07.pdf
Approved	CINCIPLUS CRIME EXPANDED COVERAGE (XC+) PLUS COVERAGE PART DECLARATIONS	CA515XC P	0807	Declaration New s/Schedule	0.00	CA515XCP 08-07.pdf
Approved	CINCIPLUS CRIME EXPANDED COVERAGE (XC) COVERAGE PART ENDORSEMENT	CA514EX C	0807	Endorseme New nt/Amendm ent/Condi tions	0.00	CA514EXC 08-07.pdf
Approved	CINCIPLUS CRIME EXPANDED COVERAGE (XC+) PLUS COVERAGE PART ENDORSEMENT	CA515EX CP	0807	Endorseme New nt/Amendm ent/Condi tions	0.00	CA515EXCP 08-07.pdf
Approved	2008 NOTICE TOCA456 POLICYHOLDER S CRIME AND FIDELITY COVERAGE		1008	Disclosure/ New Notice	0.00	CA456 10-08.pdf



**THE CINCINNATI INSURANCE COMPANY**  
 **THE CINCINNATI CASUALTY COMPANY**  
 **THE CINCINNATI INDEMNITY COMPANY**

**COMPUTER FRAUD & FUNDS TRANSFER FRAUD COVERAGE SUPPLEMENTAL APPLICATION**

(Supplement to ACORD 141)

Agency:	
Agency Code Number:	
Producer:	
<input type="checkbox"/> New Business	
<input type="checkbox"/> Renewal of Policy Number:	
Proposed Effective Date:	
<b>General Information</b>	
Named Insured (1 <sup>st</sup> ):	
Named Insureds Web/Home Page Address(es):	
http://www.	http://www.
http://www.	http://www.
<b>Underwriting Information</b>	
1. Do you have a firewall installed to protect your network and prevent hacker attacks from being launched from your server? <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Do you provide users a login ID and password (authentication) for your website? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Do you have an intrusion detection process in place? <input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Have you given users access to any of your proprietary databases or systems or integrated your internal computer systems with your customers or suppliers through your website or the Internet? <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Has your website been reviewed/qualified by a third party "trust service" (e.g., VeriSign, eTrust, Cyber trust or other "trust service")? <input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Has senior management initiated and approved an overall EDP security program? <input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Is there a formal EDP security responsibility or function? <input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Has the EDP function been surveyed to identify sensitive positions? <input type="checkbox"/> Yes <input type="checkbox"/> No	
9. Is there an active program to implement EDP system security? <input type="checkbox"/> Yes <input type="checkbox"/> No	
10. Have access controls been established to govern entry to:	
a. The building?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. The computer room?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Data entry areas?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. Storage areas?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Has the level of user identification access in each application system been reviewed to see that it is appropriate to the nature of the application and assets it controls? <input type="checkbox"/> Yes <input type="checkbox"/> No	
12. Has the authorization and access control mechanism in the system (at all levels) been reviewed for adequacy of control to programs and data? <input type="checkbox"/> Yes <input type="checkbox"/> No	
13. Does the system record the audit trail information needed for the auditor to examine system events in sufficient detail? <input type="checkbox"/> Yes <input type="checkbox"/> No	
14. Has an internal EDP security audit been conducted in the last year? <input type="checkbox"/> Yes <input type="checkbox"/> No	
15. Are available audit trails and traces actively used by EDP security personnel to monitor financial systems for unauthorized activity? <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. When employees are terminated, are system access codes, cards, locks, passwords and other related information changed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
17. Do you have an EDP Security Manual? <input type="checkbox"/> Yes <input type="checkbox"/> No	
18. Have internal or external auditors' reports been reviewed by senior management within the last year in respect to EDP security? <input type="checkbox"/> Yes <input type="checkbox"/> No	
19. If recommendations were made (per 18. above), have they been implemented? <input type="checkbox"/> Yes <input type="checkbox"/> No	
20. Do you use electronic fund transfers <input type="checkbox"/> Yes <input type="checkbox"/> No, if yes, who in the organization initiates such transactions and how is the information (i.e., passwords, etc.) needed to initiate such transactions limited to only those authorized to use it?	

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

## **COMMERCIAL CRIME COVERAGE FORM AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL CRIME COVERAGE FORM**

**A.** It is agreed that **E. Conditions, 1. Conditions Applicable to all Insuring Agreements, j. Liberalization** is deleted in its entirety and replaced by the following:

**j. Liberalization**

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a.** The date we implemented the change in your state; or
- b.** The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

**B.** It is agreed that **D. Exclusions, 1. i. Pollution** is deleted in its entirety and replaced by the following:

**i. Pollutants**

Loss or damage caused by or resulting from pollutants. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Pollutants include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property, or the environment regardless of whether injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a.** You are regularly or otherwise engaged in activities which taint or degrade the environment; or
- b.** You use, generate or produce the pollutant.

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

## **GOVERNMENT CRIME COVERAGE FORM AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **GOVERNMENT CRIME COVERAGE FORM**

**A.** It is agreed that **E. Conditions, 1. Conditions Applicable to all Insuring Agreements, i. Liberalization** is deleted in its entirety and replaced by the following:

**i. Liberalization**

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a.** The date we implemented the change in your state; or
- b.** The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

**B.** It is agreed that **D. Exclusions, 1. i. Pollution** is deleted in its entirety and replaced by the following:

**i. Pollutants**

Loss or damage caused by or resulting from pollutants. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Pollutants include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property, or the environment regardless of whether injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a.** You are regularly or otherwise engaged in activities which taint or degrade the environment; or
- b.** You use, generate or produce the pollutant.

# THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

## CRIME AND FIDELITY COVERAGE PART DECLARATIONS (COMMERCIAL ENTITIES)

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____		
Named Insured:		
<u>Item</u>	<u>Location (address)</u>	
Employee Benefit Plan(s) Included as Insureds:		
<b>Coverage is Written:</b>		
<input type="checkbox"/> Primary <input type="checkbox"/> Excess <input type="checkbox"/> Coindemnity <input type="checkbox"/> Concurrent		
Coverage is provided only for the Crime Coverage for which a Limit of Insurance is shown below:		
<b>Insuring Agreements Forming Part of This Coverage Part</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
	Per Occurrence	Per Occurrence
1. Employee Theft	\$	\$
2. Forgery or Alteration	\$	\$
3. Inside the Premises - Theft of Money and Securities	\$	\$
4. Inside the Premises - Robbery or Safe Burglary of Other Property	\$	\$
5. Outside the Premises	\$	\$
6. Computer Fraud	\$	\$
7. Funds Transfer Fraud	\$	\$
8. Money Orders and Counterfeit Money	\$	\$
<b>If added by Endorsement, Insuring Agreement(s):</b>	\$	\$
	\$	\$
	\$	\$
	\$	\$
Forms and endorsements applicable to this Coverage Part at policy inception:		
The Crime and Fidelity Coverage Part (Commercial Entities) consist of this Declaration Form and the Commercial Crime Coverage Form.		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CRIME AND FIDELITY COVERAGE PART ENDORSEMENT (COMMERCIAL ENTITIES)

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____		
Named Insured:		
<b>Item changed:</b> <b>Reason for change</b>		
<b>Item</b> <b>Location (address)</b>		
Employee Benefit Plan(s) Included as Insureds:		
<b>Coverage is Written:</b> <input type="checkbox"/> Primary <input type="checkbox"/> Excess <input type="checkbox"/> Coindemnity <input type="checkbox"/> Concurrent		
Coverage is provided only for the Crime Coverage for which a Limit of Insurance is shown below:		
<b>Insuring Agreements Forming Part of This Coverage Part</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
	Per Occurrence	Per Occurrence
1. <b>Employee Theft</b>	\$	\$
2. <b>Forgery or Alteration</b>	\$	\$
3. <b>Inside the Premises - Theft of Money and Securities</b>	\$	\$
4. <b>Inside the Premises - Robbery or Safe Burglary of Other Property</b>	\$	\$
5. <b>Outside the Premises</b>	\$	\$
6. <b>Computer Fraud</b>	\$	\$
7. <b>Funds Transfer Fraud</b>	\$	\$
8. <b>Money Orders and Counterfeit Money</b>	\$	\$
<b>If added by Endorsement, Insuring Agreement(s):</b>	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Forms and endorsements applicable to this Coverage Part at policy inception:		
The Crime and Fidelity Coverage Part (Commercial Entities) consist of this Declaration Form and the Commercial Crime Coverage Form.		

Agency \_\_\_\_\_

# THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

## CRIME AND FIDELITY COVERAGE PART DECLARATIONS (GOVERNMENT ENTITIES)

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____		
Named Insured:		
<u>Item</u>	<u>Location (address)</u>	
Employee Benefit Plan(s) Included as Insureds:		
<b>Coverage is Written:</b> <input type="checkbox"/> Primary <input type="checkbox"/> Excess <input type="checkbox"/> Coindemnity <input type="checkbox"/> Concurrent		
Coverage is provided only for the Crime Coverage for which a Limit of Insurance is shown below:		
<b>Insuring Agreements Forming Part of This Coverage Part</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
	Per Occurrence	Per Occurrence
1. Employee Theft - Per Loss Coverage	\$	\$
2. Employee Theft - Per Employee Coverage	\$	\$
3. Forgery or Alteration	\$	\$
4. Inside the Premises - Theft of Money and Securities	\$	\$
5. Inside the Premises - Robbery or Safe Burglary of Other Property	\$	\$
6. Outside the Premises	\$	\$
7. Computer Fraud	\$	\$
8. Funds Transfer Fraud	\$	\$
9. Money Orders and Counterfeit Money	\$	\$
<b>If added by Endorsement, Insuring Agreement(s):</b>	\$	\$
	\$	\$
	\$	\$
	\$	\$
Forms and endorsements applicable to this Coverage Part at policy inception:		
The Crime and Fidelity Coverage Part (Government Entities) consist of this Declaration Form and the Commercial Crime Coverage Form.		

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

**CRIME AND FIDELITY COVERAGE PART ENDORSEMENT  
(GOVERNMENT ENTITIES)**

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____		
Named Insured:		
<b>Item changed:    Reason for change</b>		
<b>Item    Location (address)</b>		
Employee Benefit Plan(s) Included as Insureds:		
<b>Coverage is Written:</b> <input type="checkbox"/> Primary <input type="checkbox"/> Excess <input type="checkbox"/> Coindemnity <input type="checkbox"/> Concurrent		
Coverage is provided only for the Crime Coverage for which a Limit of Insurance is shown below:		
<b>Insuring Agreements Forming Part of This Coverage Part</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
	Per Occurrence	Per Occurrence
1. <b>Employee Theft - Per Loss Coverage</b>	\$\$	\$\$
2. <b>Employee Theft - Per Employee Coverage</b>	\$\$\$\$	\$\$\$\$
3. <b>Forgery or Alteration</b>	\$\$	\$\$
4. <b>Inside the Premises - Theft of Money and Securities</b>	\$\$	\$\$
5. <b>Inside the Premises - Robbery or Safe Burglary of Other Property</b>	\$	\$
6. <b>Outside the Premises</b>	\$\$	\$\$
7. <b>Computer Fraud</b>	\$\$\$\$	\$\$\$\$
8. <b>Funds Transfer Fraud</b>	\$\$	\$\$
9. <b>Money Orders and Counterfeit Money</b>	\$	\$
<b>If added by Endorsement, Insuring Agreement(s):</b>	\$	\$
	\$\$\$\$	\$\$\$\$
	\$	\$
Forms and endorsements applicable to this Coverage Part at policy inception:		
The Crime and Fidelity Coverage Part (Government Entities) consist of this Declaration Form and the Commercial Crime Coverage Form.		

Agency \_\_\_\_\_

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

**CRIME AND FIDELITY COVERAGE SUPPLEMENTAL  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**APPLICABLE FORMS AND / OR ENDORSEMENTS:**

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

## **CRIME AND FIDELITY COVERAGE AMENDMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**ITEM CHANGED   REASON FOR CHANGE**

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

## **CRIME AND FIDELITY COVERAGE SCHEDULE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

<b>Location</b>	<b>Coverage</b>	<b>COVERAGE</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
-----------------	-----------------	-----------------	---------------------------	--------------------------

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

**CRIME AND FIDELITY COVERAGE NAMED INSURED  
SUPPLEMENTAL ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**NAMED INSURED SCHEDULE**

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

## **CRIME AND FIDELITY SCHEDULE OF LOCATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**LOC. STREET ADDRESS CITY STATE ZIP CODE**

# COMMERCIAL CRIME COVERAGE FORM (DISCOVERY FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

## A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition **E.1.g.:**

### 1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

### 2. Forgery or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(1) Made or drawn by or drawn upon you; or

(2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph **2.a.**, on the basis that it has been

forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

### 3. Inside The Premises - Theft of Money and Securities

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

(1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or

(2) Resulting directly from disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

### 4. Inside the Premises - Robbery or Safe Burglary of Other Property

a. We will pay for loss of or damage to "other property":

(1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or

(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.

- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

## 5. Outside the Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

## 6. Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

## 7. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

## 8. Money Orders and Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

## B. Limit of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any

one of those Insuring Agreements or Coverages.

## C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

## D. Exclusions

1. This insurance does not cover:

### a. Acts Committed by You, Your Partners or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members";

whether acting alone or in collusion with other persons.

### b. Acts of Employees Learned of by You Prior to the Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

### c. Acts Of Employees, Managers, Directors, Trustees or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1.

### d. Confidential Information

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, pat-

ents, trade secrets, processing methods or customer lists; or

- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

**e. Governmental Action**

Loss resulting from seizure or destruction of property by order of governmental authority.

**f. Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

**g. Legal Fees, Costs and Expenses**

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.2**.

**h. Nuclear Hazard**

Loss or damage resulting from nuclear reaction or radiation or radioactive contamination, however caused.

**i. Pollution**

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**j. War and Military Action**

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**2. Insuring Agreement A.1, does not cover:**

**a. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

**b. Trading**

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

**c. Warehouse Receipts**

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

**3. Insuring Agreements A.3., A.4. and A.5. do not cover:**

**a. Accounting or Arithmetical Errors or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

**b. Exchanges or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

**c. Fire**

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

**d. Money Operated Devices**

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

**e. Motor Vehicles or Equipment and Accessories**

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

**f. Transfer or Surrender of Property**

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

- (a) On the basis of unauthorized instructions;
- (b) As a result of a threat to do bodily harm to any person;
- (c) As a result of a threat to do damage to any property;
- (d) As a result of a threat to introduce a denial of service attack into your computer system;
- (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
- (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
- (g) As a result of a threat to disseminate, divulge or utilize:
  - (i) Your confidential information; or

(ii) Weaknesses in the source code within your computer system.

(2) But, this Exclusion does not apply under Insuring Agreement **A.5.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

**g. Vandalism**

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

**h. Voluntary Parting of Title to or Possession of Property**

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

**4. Insuring Agreement A.6. does not cover:**

**a. Credit Card Transactions**

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

**b. Funds Transfer Fraud**

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

**c. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

5. Insuring Agreement **A.7.** does not cover:

**COMPUTER FRAUD**

Loss resulting from the use of a computer to fraudulently cause a transfer of "money", "securities" or "other property".

**E. Conditions**

The following Conditions apply in addition to the Common Policy Conditions:

**1. Conditions Applicable to all Insuring Agreements**

**a. Additional Premises or Employees**

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

**b. Concealment, Misrepresentation or Fraud**

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This insurance;
- (2) The property covered under this insurance;
- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

**c. Consolidation - Merger or Acquisition**

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but

- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

**d. Cooperation**

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

**e. Duties in the Event of Loss**

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.** or **A.2.**) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

**f. Employee Benefit Plans**

- (1) The "employee benefit plans" shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.**
- (2) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for Insuring Agree-

ment **A.1.** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.

- (3) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1.** is replaced by the following:

We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

- (4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (5) If two or more Plans are insured under this insurance, any payment we make for loss:

(a) Sustained by two or more Plans; or

(b) Of commingled "funds" or "other property" of two or more Plans;

resulting directly from an "occurrence" will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of Insurance of all Plans sustaining loss.

- (6) The Deductible Amount applicable to Insuring Agreement **A.1.** does not apply to loss sustained by any Plan.

**g. Extended Period to Discover Loss**

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

- (1) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insur-

ance provides coverage for loss sustained prior to its effective date.

- (2) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

**h. Joint Insured**

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- (2) If any Insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.

- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.

- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:

(a) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

(b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.

- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an "employee benefit plan", shall fully release us on account of such loss.

**i. Legal Action Against Us**

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

**j. Liberalization**

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

**k. Other Insurance**

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

**(1) Primary Insurance**

When this insurance is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (b) You have other insurance covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds:

- (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

- (ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

**(2) Excess Insurance**

- (a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.

- (b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations, by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

**l. Ownership of Property; Interests Covered**

The property covered under this insurance is limited to property:

- (1) That you own or lease; or
- (2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

**m. Policy Bridge - Discovery Replacing Loss Sustained**

- (1) If this insurance replaces insurance that provided you with an extended period of time after cancellation in which to discover loss and which did not terminate

at the time this insurance became effective:

(a) We will not pay for any loss that occurred during the Policy Period of that prior insurance which is "discovered" by you during the extended period to "discover" loss, unless the amount of loss exceeds the Limit of Insurance and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this policy.

(b) However, any payment we make for the excess loss will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit of Insurance shown in the Declarations. We will not apply the Deductible Amount shown in the Declarations to this excess loss.

(2) The Other Insurance Condition **E.1.k.** does not apply to this Condition.

**n. Records**

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

**o. Recoveries**

(1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:

(a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;

(b) Second, to us in satisfaction of amounts paid in settlement of your claim;

(c) Third, to you in satisfaction of any Deductible Amount; and

(d) Fourth, to you in satisfaction of any loss not covered under this insurance.

(2) Recoveries do not include any recovery:

(a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

(b) Of original "securities" after duplicates of them have been issued.

**p. Territory**

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

**q. Transfer of Your Rights of Recovery Against Others to Us**

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

**r. Valuation - Settlement**

(1) The value of any loss for purposes of coverage under this policy shall be determined as follows:

(a) Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

(i) At face value in the "money" issued by that country; or

(ii) In the United States of America dollar equivalent determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".

(b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

- (i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
  - (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
    - i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or
    - ii. The Limit of Insurance applicable to the "securities".
- (c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
- (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;
  - (ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or
  - (iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs r.(1)(c)(i) through r.(1)(c)(iii), we will not pay on a replacement cost basis for any loss or damage:

- i. Until the lost or damaged property is actually repaired or replaced; and
- ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

- (2) We will, at your option, settle loss or damage to property other than "money":
  - (a) In the "money" of the country in which the loss or damage occurred; or
  - (b) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage occurred determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".
- (3) Any property that we pay for or replace becomes our property.

## 2. Conditions Applicable to Insuring Agreement A.1.

### a. Termination as to Any Employee

This Insuring Agreement terminates as to any "employee":

- (1) As soon as:
  - (a) You; or
  - (b) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

- (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If

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

**b. Territory**

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition **E.1.p.** for a period of not more than 90 consecutive days.

**3. Conditions Applicable to Insuring Agreement A.2.**

**a. Deductible Amount**

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.2.**

**b. Electronic and Mechanical Signatures**

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

**c. Proof of Loss**

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

**d. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.p.** does not apply to Insuring Agreement **A.2.**

**4. Conditions Applicable to Insuring Agreements A.4. and A.5.**

**a. Armored Motor Vehicle Companies**

Under Insuring Agreement **A.5.**, we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

**b. Special Limit of Insurance for Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

(1) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

(2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

**5. Conditions Applicable to Insuring Agreement A.6.**

**a. Special Limit of Insurance for Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

**b. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.p.** does not apply to Insuring Agreement **A.6.**

**F. Definitions**

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party

under circumstances which, if true, would constitute a loss under this insurance.

5. "Employee":

a. "Employee" means:

(1) Any natural person:

- (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
- (b) Who you compensate directly by salary, wages or commissions; and
- (c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

- (a) To substitute for a permanent "employee" as defined in Paragraph a.(1), who is on leave; or
- (b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(2);

(4) Any natural person who is:

- (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and
- (b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";

(5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;

(6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";

(7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this insurance; or

(8) Any of your "managers", directors or trustees while:

(a) Performing acts within the scope of the usual duties of an "employee"; or

(b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

b. "Employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 5.a.

6. "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

7. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

8. "Fraudulent instruction" means:

a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

b. A written instruction (other than those described in Insuring Agree-

ment **A.2.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

- c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

- 9. "Funds" means "money" and "securities".
- 10. "Manager" means a person serving in a directorial capacity for a limited liability company.
- 11. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
- 12. "Messenger" means you, or a relative of yours, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
- 13. "Money" means:
  - a. Currency, coins and bank notes in current use and having a face value; and
  - b. Travelers checks, register checks and money orders held for sale to the public.

14. "Occurrence" means:

- a. Under Insuring Agreement **A.1.:**

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.

- b. Under Insuring Agreement **A.2.:**

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or

- (3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, before such Policy Period or both.

- c. Under All Other Insuring Agreements:

- (1) An individual act or event;
- (2) The combined total of all separate acts or events whether or not related; or
- (3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, before such Policy Period or both.

- 15. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance.
- 16. "Premises" means the interior of that portion of any building you occupy in conducting your business.
- 17. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
  - a. Caused or threatened to cause that person bodily harm; or
  - b. Committed an obviously unlawful act witnessed by that person.
- 18. "Safe burglary" means the unlawful taking of:
  - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
  - b. A safe or vault from inside the "premises".
- 19. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:
  - a. Tokens, tickets, revenue and other stamps (whether represented by

actual stamps or unused value in a meter) in current use; and

- b.** Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
- but does not include "money".
- 20.** "Theft" means the unlawful taking of property to the deprivation of the Insured.
- 21.** "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
- a.** By means of electronic, telegraphic, cable, teletype, telefacsimile or tele-

phone instructions communicated directly through an electronic funds transfer system; or

- b.** By means of written instructions (other than those described in Insuring Agreement **A.2.1**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
- 22.** "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

# COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

## A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.k. or E.1.l., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.g.:

### 1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

### 2. Forgery or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 2.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

### 3. Inside The Premises - Theft of Money and Securities

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or
- (2) Resulting directly from disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

### 4. Inside the Premises - Robbery or Safe Burglary of Other Property

a. We will pay for loss of or damage to "other property":

- (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
- (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary"

of "other property", if you are the owner of the "premises" or are liable for damage to it.

- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

## 5. Outside the Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

## 6. Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

## 7. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

## 8. Money Orders and Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

## B. Limit of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

## C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

## D. Exclusions

1. This insurance does not cover:

### a. Acts Committed by You, Your Partners or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members";

whether acting alone or in collusion with other persons.

### b. Acts of Employees Learned of by You Prior to the Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

### c. Acts Of Employees, Managers, Directors, Trustees or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1.

### d. Confidential Information

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

**e. Governmental Action**

Loss resulting from seizure or destruction of property by order of governmental authority.

**f. Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

**g. Legal Fees, Costs and Expenses**

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.2.**

**h. Nuclear Hazard**

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

**i. Pollution**

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes,

acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**j. War and Military Action**

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**2. Insuring Agreement A.1. does not cover:**

**a. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

**b. Trading**

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

**c. Warehouse Receipts**

Loss resulting from the fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

**3. Insuring Agreements A.3., A.4. and A.5. do not cover:**

**a. Accounting or Arithmetical Errors or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

**b. Exchanges or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

**c. Fire**

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

**d. Money Operated Devices**

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

**e. Motor Vehicles or Equipment and Accessories**

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

**f. Transfer or Surrender of Property**

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
  - (a) On the basis of unauthorized instructions;
  - (b) As a result of a threat to do bodily harm to any person;
  - (c) As a result of a threat to do damage to any property;
  - (d) As a result of a threat to introduce a denial of service attack into your computer system;
  - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
  - (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
  - (g) As a result of a threat to disseminate, divulge or utilize:

- (i) Your confidential information; or
- (ii) Weaknesses in the source code within your computer system.

(2) But, this Exclusion does not apply under Insuring Agreement **A.5.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

**g. Vandalism**

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

**h. Voluntary Parting of Title to or Possession of Property**

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement **A.6.** does not cover:

**a. Credit Card Transactions**

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

**b. Funds Transfer Fraud**

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

**c. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

5. Insuring Agreement **A.7.** does not cover:

## COMPUTER FRAUD

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

### E. Conditions

The following Conditions apply in addition to the Common Policy Conditions:

#### 1. Conditions Applicable to all Insuring Agreements

##### a. Additional Premises or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

##### b. Concealment, Misrepresentation or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This insurance;
- (2) The property covered under this insurance;
- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

##### c. Consolidation - Merger or Acquisition

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but

- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

##### d. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

##### e. Duties in the Event of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.** or **A.2.**) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

##### f. Employee Benefit Plans

- (1) The "employee benefit plans" shown in the Declarations (hereinafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.**
- (2) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for Insuring Agree-

ment **A.1.** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.

- (3) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1.** is replaced by the following:

We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

- (4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (5) If two or more Plans are insured under this insurance, any payment we make for loss:
- (a) Sustained by two or more Plans; or
  - (b) Of commingled "funds" or "other property" of two or more Plans;
- resulting directly from an "occurrence" will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of Insurance of all Plans sustaining loss.
- (6) The Deductible Amount applicable to Insuring Agreement **A.1.** does not apply to loss sustained by any Plan.

**g. Extended Period to Discover Loss**

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

- (1) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insur-

ance provides coverage for loss sustained prior to its effective date.

- (2) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

**h. Joint Insured**

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- (2) If any Insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.

- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.

- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:

- (a) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.

- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an "employee benefit plan", shall fully release us on account of such loss.

**i. Legal Action Against Us**

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

**j. Liberalization**

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

**k. Loss Sustained During Prior Insurance Issued by Us or Any Affiliate**

**(1) Loss Sustained Partly During This Insurance and Partly During Prior Insurance**

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Policy Period shown in the Declarations; and
- (b) Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the

Policy Period(s) of the prior insurance.

**(2) Loss Sustained Entirely During Prior Insurance**

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the Policy Period(s) of any other prior insurance.

**(3) In settling loss subject to this Condition:**

- (a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.
- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will

apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

- (4) The following examples demonstrate how we will settle losses subject to this Condition **E.1.k.:**

**EXAMPLE NO. 1:**

The insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

**POLICY A**

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

**POLICY B**

Issued prior to Policy **A**. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy **A** is \$2,500 and under Policy **B** is \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy **A**. The Policy **A** Deductible Amount of \$5,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
2. The remaining amount of loss sustained under Policy **B** (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy **A** of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

**EXAMPLE NO. 2:**

The insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

**POLICY A**

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

**POLICY B**

Issued prior to Policy **A**. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy **A** is \$175,000 and under Policy **B** is \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy **B**. The Policy **A** Deductible Amount of \$10,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$175,000) is settled first. The amount we will pay is the Policy **A** Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000 which is greater than the \$125,000 policy limit.
2. The remaining amount of loss sustained under Policy **B** (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy **B** limit - \$125,000 paid under Policy **A** = \$25,000).

The most we will pay for this loss is \$150,000.

**EXAMPLE NO. 3**

The insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies **A**, **B**, **C** and **D**.

**POLICY A**

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

**POLICY B**

Issued prior to Policy **A**. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

### POLICY C

Issued prior to Policy **B**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

### POLICY D

Issued prior to Policy **C**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy **A** is \$350,000, under Policy **B** is \$250,000, under Policy **C** is \$600,000 and under Policy **D** is \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy **A**. The Policy **A** Deductible Amount of \$100,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
2. The amount of loss sustained under Policy **B** (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
3. The amount of loss sustained under Policy **C** (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
4. We will not make any further payment under Policy **D** as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy **A** has been satisfied.

The most we will pay for this loss is \$1,000,000.

#### I. Loss Sustained During Prior Insurance Not Issued by Us or Any Affiliate

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the Policy Period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under

that insurance had expired, we will pay for the loss under this insurance, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
  - (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".
- (2) In settling loss subject to this Condition:
- (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.
  - (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.
- (3) The insurance provided under this Condition is subject to the following:
- (a) If loss covered under this Condition is also partially covered under Condition **E.1.k.**, the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition **E.1.k.**
  - (b) For loss covered under this Condition that is not subject to Paragraph (3)(a), the amount recoverable under this Condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:
    - (i) This insurance as of its effective date; or
    - (ii) The prior cancelled insurance had it remained in effect.

#### m. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

**(1) Primary Insurance**

When this insurance is written as primary insurance, and:

- (a)** You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (b)** You have other insurance covering the same loss other than that described in Paragraph **(1)(a)**, we will only pay for the amount of loss that exceeds:
  - (i)** The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
  - (ii)** The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

**(2) Excess Insurance**

- (a)** When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.
- (b)** However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations, by the sum total of all such other insurance plus any Deductible Amount

applicable to that other insurance.

**n. Ownership of Property; Interests Covered**

The property covered under this insurance is limited to property:

- (1)** That you own or lease; or
- (2)** That you hold for others whether or not you are legally liable for the loss of such property.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

**o. Records**

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

**p. Recoveries**

- (1)** Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:
  - (a)** First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
  - (b)** Second, to us in satisfaction of amounts paid in settlement of your claim;
  - (c)** Third, to you in satisfaction of any Deductible Amount; and
  - (d)** Fourth, to you in satisfaction of any loss not covered under this insurance.
- (2)** Recoveries do not include any recovery:
  - (a)** From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
  - (b)** Of original "securities" after duplicates of them have been issued.

**q. Territory**

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the

United States of America (including its territories and possessions), Puerto Rico and Canada.

**r. Transfer of Your Rights of Recovery Against Others to Us**

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

**s. Valuation - Settlement**

(1) The value of any loss for purposes of coverage under this policy shall be determined as follows:

(a) Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

(i) At face value in the "money" issued by that country; or

(ii) In the United States of America dollar equivalent determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".

(b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

(i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

(ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the

cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or

ii. The Limit of Insurance applicable to the "securities".

(c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

(i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;

(ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs **s.(1)(c)(i)** through **s.(1)(c)(iii)**, we will not pay on a replacement cost basis for any loss or damage:

i. Until the lost or damaged property is actually repaired or replaced; and

ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) We will, at your option, settle loss or damage to property other than "money":

(a) In the "money" of the country in which the loss or damage occurred; or

(b) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage occurred determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".

(3) Any property that we pay for or replace becomes our property.

## 2. Conditions Applicable to Insuring Agreement A.1.

### a. Termination as to Any Employee

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your partners, "members", "managers", officers, directors, or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

### b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.q. for a period of not more than 90 consecutive days.

## 3. Conditions Applicable to Insuring Agreement A.2.

### a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.2.

### b. Electronic and Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

### c. Proof of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

### d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.q. does not apply to Insuring Agreement A.2.

## 4. Conditions Applicable to Insuring Agreements A.4. and A.5.

### a. Armored Motor Vehicle Companies

Under Insuring Agreement A.5., we will only pay for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

### b. Special Limit of Insurance for Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

(1) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

(2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

## 5. Conditions Applicable to Insuring Agreement A.6.

**a. Special Limit of Insurance for Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

**b. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.q.** does not apply to Insuring Agreement **A.6.**

**F. Definitions**

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

5. "Employee":

**a. "Employee" means:**

- (1) Any natural person:
  - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **a.(1)**, who is on leave; or

(b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **a.(2)**;

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and

(b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";

(5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;

(6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";

(7) Any "employee" of an entity merged or consolidated with you

prior to the effective date of this policy; or

**(8)** Any of your "managers", directors or trustees while:

**(a)** Performing acts within the scope of the usual duties of an "employee"; or

**(b)** Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf,

**b.** "Employee" does not mean:

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph **5.a.**

**6.** "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

**7.** "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

**8.** "Fraudulent instruction" means:

**a.** An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

**b.** A written instruction (other than those described in Insuring Agreement **A.2.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

**c.** An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your

or the "employee's" knowledge or consent.

**9.** "Funds" means "money" and "securities".

**10.** "Manager" means a person serving in a directorial capacity for a limited liability company.

**11.** "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

**12.** "Messenger" means you, or a relative of yours, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".

**13.** "Money" means:

**a.** Currency, coins and bank notes in current use and having a face value; and

**b.** Travelers checks, register checks and money orders held for sale to the public.

**14.** "Occurrence" means:

**a.** Under Insuring Agreement **A.1.:**

**(1)** An individual act;

**(2)** The combined total of all separate acts whether or not related; or

**(3)** A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k.** or **E.1.l.**

**b.** Under Insuring Agreement **A.2.:**

**(1)** An individual act;

**(2)** The combined total of all separate acts whether or not related; or

**(3)** A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k.** or **E.1.l.**

**c.** Under All Other Insuring Agreements:

**(1)** An individual act or event;

- (2) The combined total of all separate acts or events whether or not related; or
  - (3) A series of acts or events whether or not related;
    - committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k.** or **E.1.l.**
15. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance.
  16. "Premises" means the interior of that portion of any building you occupy in conducting your business.
  17. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
    - a. Caused or threatened to cause that person bodily harm; or
    - b. Committed an obviously unlawful act witnessed by that person.
  18. "Safe burglary" means the unlawful taking of:
    - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
    - b. A safe or vault from inside the "premises".
  19. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:
    - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
    - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
      - but does not include "money".
  20. "Theft" means the unlawful taking of property to the deprivation of the Insured.
  21. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
    - a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
    - b. By means of written instructions (other than those described in Insuring Agreement **A.2.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
  22. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

# GOVERNMENT CRIME COVERAGE FORM (DISCOVERY FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F, Definitions.

## A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition **E.1.f.:**

### 1. Employee Theft - Per Loss Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

### 2. Employee Theft - Per Employee Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by each "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

### 3. Forgery or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- b. If you are sued for refusing to pay any instrument covered in Paragraph **3.a.** above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

### 4. Inside The Premises - Theft of Money and Securities

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or
- (2) Resulting directly from disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

### 5. Inside the Premises - Robbery or Safe Burglary of Other Property

a. We will pay for loss of or damage to "other property":

- (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
- (2) Inside the "premises" in a safe or vault resulting directly from an

actual or attempted "safe burglary".

- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

## 6. Outside the Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

## 7. Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

## 8. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

## 9. Money Orders and Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

## B. Limit of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

## C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

## D. Exclusions

### 1. This insurance does not cover:

#### a. Acts Committed by You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

#### b. Acts of Employees Learned of by You Prior to the Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your officials, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

#### c. Acts of Officials, Employees or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement **A.1.** or **A.2.**

#### d. Confidential Information

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or

- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

**e. Governmental Action**

Loss resulting from seizure or destruction of property by order of governmental authority.

**f. Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

**g. Legal Fees, Costs and Expenses**

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.3.**

**h. Nuclear Hazard**

Loss or damage resulting from nuclear reaction or radiation or radioactive contamination, however caused.

**i. Pollution**

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**j. War and Military Action**

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**2. Insuring Agreements **A.1.** and **A.2.** do not cover:**

**a. Bonded Employees**

Loss caused by any "employee" required by law to be individually bonded.

**b. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

**c. Trading**

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

**d. Treasurers or Tax Collectors**

Loss caused by any treasurer or tax collector by whatever name known.

**3. Insuring Agreements **A.4.**, **A.5.** and **A.6.** do not cover:**

**a. Accounting or Arithmetical Errors or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

**b. Exchanges or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

**c. Fire**

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

**d. Money Operated Devices**

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

**e. Motor Vehicles or Equipment and Accessories**

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

**f. Transfer or Surrender of Property**

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
  - (a) On the basis of unauthorized instructions;
  - (b) As a result of a threat to do bodily harm to any person;
  - (c) As a result of a threat to do damage to any property;
  - (d) As a result of a threat to introduce a denial of service attack into your computer system;
  - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
  - (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
  - (g) As a result of a threat to disseminate, divulge or utilize:
    - (i) Your confidential information; or

(ii) Weaknesses in the source code within your computer system.

(2) But, this Exclusion does not apply under Insuring Agreement **A.6.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

**g. Vandalism**

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

**h. Voluntary Parting of Title to or Possession of Property**

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

**4. Insuring Agreement A.7. does not cover:**

**a. Credit Card Transactions**

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

**b. Funds Transfer Fraud**

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

**c. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

**5. Insuring Agreement A.8. does not cover:**

**COMPUTER FRAUD**

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

## E. Conditions

The following conditions apply in addition to the Common Policy Conditions:

### 1. Conditions Applicable to all Insuring Agreements

#### a. Additional Premises or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

#### b. Concealment, Misrepresentation or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This insurance;
- (2) The property covered under this insurance;
- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

#### c. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

#### d. Duties in the Event of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.**, **A.2.** or **A.3.**) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.

(4) Give us a detailed, sworn proof of loss within 120 days.

(5) Cooperate with us in the investigation and settlement of any claim.

#### e. Employee Benefit Plans

(1) The employee benefit plans shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.** or **A.2.**

(2) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

(3) The Deductible Amount applicable to Insuring Agreement **A.1.** or **A.2.** does not apply to loss sustained by any Plan.

#### f. Extended Period to Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you no later than 60 days from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

#### g. Joint Insured

(1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

(2) If any Insured or official of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.

(3) An "employee" of any Insured is considered to be an "employee" of every Insured.

(4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by

that Insured is covered only if it is "discovered" by you no later than 60 days from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an employee benefit plan, shall fully release us on account of such loss.

#### **h. Legal Action Against Us**

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

#### **i. Liberalization**

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

#### **j. Other Insurance**

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

##### **(1) Primary Insurance**

When this insurance is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (b) You have other insurance covering the same loss other than that described in Paragraph **(1)(a)**, we will only pay for the amount of loss that exceeds:
  - (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
  - (ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

##### **(2) Excess Insurance**

- (a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.
- (b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

#### **k. Ownership of Property; Interests Covered**

The property covered under this insurance is limited to property:

- (1) That you own or lease; or

- (2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

**I. Policy Bridge - Discovery Replacing Loss Sustained**

- (1) If this insurance replaces insurance that provided you with an extended period of time after cancellation in which to discover loss and which did not terminate at the time this insurance became effective:

- (a) We will not pay for any loss that occurred during the Policy Period of that prior insurance which is "discovered" by you during the extended period to "discover" loss, unless the amount of loss exceeds the Limit of Insurance and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this insurance.

- (b) However, any payment we make for the excess loss will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit of Insurance shown in the Declarations. We will not apply the Deductible Amount shown in the Declarations to this excess loss.

- (2) The Other Insurance Condition **E.1.j.** does not apply to this Condition.

**m. Records**

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

**n. Recoveries**

- (1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:

- (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
  - (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
  - (c) Third, to you in satisfaction of any Deductible Amount; and
  - (d) Fourth, to you in satisfaction of any loss not covered under this insurance.

- (2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
  - (b) Of original "securities" after duplicates of them have been issued.

**o. Territory**

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions) and Puerto Rico.

**p. Transfer of Your Rights of Recovery Against Others to Us**

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

**q. Valuation - Settlement**

- (1) The value of any loss for purposes of coverage under this policy shall be determined as follows:

- (a) Loss of "money" but only up to and including its face value.
  - (b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:
    - (i) Pay the market value of such "securities" or replace them in kind, in

which event you must assign to us all your rights, title and interest in and to those "securities"; or

(ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

- i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or
- ii. The Limit of Insurance applicable to the "securities".

(c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

- (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;
- (ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or
- (iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs **q.(1)(c)(i)** through **q.(1)(c)(iii)**, we will not pay on a replacement cost basis for any loss or damage:

- i. Until the lost or damaged property is actually repaired or replaced; and

- ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) Any property that we pay for or replace becomes our property.

## 2. Conditions Applicable to Insuring Agreements A.1. and A.2.

### a. Indemnification

We will indemnify any of your officials who are required by law to give individual bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Insurance.

### b. Termination as to Any Employee

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

- (a) You; or
- (b) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

### c. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition **E.1.o.** for a period of not more than 90 consecutive days.

**3. Conditions Applicable to Insuring Agreement A.3.**

**a. Deductible Amount**

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.3.

**b. Electronic and Mechanical Signatures**

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

**c. Proof of Loss**

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

**d. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.o. does not apply to Insuring Agreement A.3.

**4. Conditions Applicable to Insuring Agreements A.5. and A.6.**

**a. Armored Motor Vehicle Companies**

Under Insuring Agreement A.6., we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

**b. Special Limit of Insurance for Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

**5. Conditions Applicable to Insuring Agreement A.7.**

**a. Special Limit of Insurance for Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of re-

constructing them or reproducing any information contained in them.

**b. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.o. does not apply to Insuring Agreement A.7.

**F. Definitions**

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "Custodian" means you, or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

5. "Employee":

**a. "Employee" means:**

**(1) Any natural person:**

**(a)** While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";

**(b)** Who you compensate directly by salary, wages or commissions; and

**(c)** Who you have the right to direct and control while performing services for you;

**(2) Any natural person who is furnished temporarily to you:**

(a) To substitute for a permanent "employee" as defined in Paragraph **a.(1)**, who is on leave; or

(b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **a.(2)**;

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan; and

(b) An official of yours while that person is engaged in handling "funds" or "other property" of any employee benefit plan;

(5) Any natural person who is a former official, "employee" or trustee retained as a consultant while performing services for you; or

(6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".

b. "Employee" does not mean any agent, independent contractor or representative of the same general character not specified in Paragraph **5.a.**

6. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

7. "Fraudulent instruction" means:

a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone

instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

b. A written instruction (other than those described in Insuring Agreement **A.3.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

8. "Funds" means "money" and "securities".

9. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".

10. "Money" means:

a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and money orders held for sale to the public.

11. "Occurrence" means:

a. Under Insuring Agreement **A.1.:**

(1) An individual act;

(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.

b. Under Insuring Agreement **A.2.:**

(1) An individual act;

(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

- committed by each "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.
- c. Under Insuring Agreement A.3.:**
- (1)** An individual act;
  - (2)** The combined total of all separate acts whether or not related; or
  - (3)** A series of acts whether or not related;
- committed by a person acting alone or in collusion with other persons involving one or more instruments, during the Policy Period shown in the Declarations, before such Policy Period or both.
- d. Under All Other Insuring Agreements:**
- (1)** An individual act or event;
  - (2)** The combined total of all separate acts or events whether or not related; or
  - (3)** A series of acts or events whether or not related;
- committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, before such Policy Period or both.
- 12.** "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance.
- 13.** "Premises" means the interior of that portion of any building you occupy in conducting your business.
- 14.** "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
- a.** Caused or threatened to cause that person bodily harm; or
  - b.** Committed an obviously unlawful act witnessed by that person.
- 15.** "Safe burglary" means the unlawful taking of:
- a.** Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
  - b.** A safe or vault from inside the "premises".
- 16.** "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:
- a.** Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b.** Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
- but does not include "money".
- 17.** "Theft" means the unlawful taking of property to the deprivation of the Insured.
- 18.** "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
- a.** By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
  - b.** By means of written instructions (other than those described in Insuring Agreement A.3.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
- 19.** "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

# GOVERNMENT CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

## A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.j. or E.1.k., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.f:

### 1. Employee Theft - Per Loss Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

### 2. Employee Theft - Per Employee Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by each "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

### 3. Forgery or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or

- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- b. If you are sued for refusing to pay any instrument covered in Paragraph 3.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

## 4. Inside the Premises - Theft of Money and Securities

- a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or

- (2) Resulting directly from disappearance or destruction.

- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

- c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

## 5. Inside the Premises - Robbery or Safe Burglary of Other Property

- a. We will pay for loss of or damage to "other property":

- (1) Inside the "premises" resulting directly from an actual or at-

tempted "robbery" of a "custodian"; or

- (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

## 6. Outside the Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

## 7. Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

## 8. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

## 9. Money Orders and Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

## B. Limit of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

## C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

## D. Exclusions

1. This insurance does not cover:

### a. Acts Committed by You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

### b. Acts of Employees Learned of by You Prior to the Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your officials, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

### c. Acts of Officials, Employees or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement **A.1.** or **A.2.**

**d. Confidential Information**

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

**e. Governmental Action**

Loss resulting from seizure or destruction of property by order of governmental authority.

**f. Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

**g. Legal Fees, Costs and Expenses**

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.3.**

**h. Nuclear Hazard**

Loss or damage resulting from nuclear reaction or radiation or radioactive contamination, however caused.

**i. Pollution**

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or es-

cape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**j. War and Similar Action**

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**2. Insuring Agreements A.1. and A.2. do not cover:**

**a. Bonded Employees**

Loss caused by any "employee" required by law to be individually bonded.

**b. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

**c. Trading**

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

**d. Treasurers or Tax Collectors**

Loss caused by any treasurer or tax collector by whatever name known.

**3. Insuring Agreements A.4., A.5. and A.6. do not cover:**

**a. Accounting or Arithmetical Errors or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

**b. Exchanges or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

**c. Fire**

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

**d. Money Operated Devices**

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

**e. Motor Vehicles or Equipment and Accessories**

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

**f. Transfer or Surrender of Property**

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
  - (a) On the basis of unauthorized instructions;
  - (b) As a result of a threat to do bodily harm to any person;
  - (c) As a result of a threat to do damage to any property;
  - (d) As a result of a threat to introduce a denial of service attack into your computer system;
  - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;

(f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or

(g) As a result of a threat to disseminate, divulge or utilize:

- (i) Your confidential information; or
- (ii) Weaknesses in the source code within your computer system.

(2) But, this Exclusion does not apply under Insuring Agreement **A.6.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

**g. Vandalism**

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

**h. Voluntary Parting of Title to or Possession of Property**

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement **A.7.** does not cover:

**a. Credit Card Transactions**

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

**b. Funds Transfer Fraud**

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

**c. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

5. Insuring Agreement **A.8.** does not cover:

**COMPUTER FRAUD**

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

**E. Conditions**

The following Conditions apply in addition to the Common Policy Conditions:

**1. Conditions Applicable to all Insuring Agreements**

**a. Additional Premises or Employees**

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

**b. Concealment, Misrepresentation or Fraud**

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This insurance;
- (2) The property covered under this insurance;
- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

**c. Cooperation**

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

**d. Duties in the Event of Loss**

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.**, **A.2.** or **A.3.**) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

**e. Employee Benefit Plans**

- (1) The employee benefit plans shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.** or **A.2.**
- (2) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (3) The Deductible Amount applicable to Insuring Agreement **A.1.** or **A.2.** does not apply to loss sustained by any Plan.

**f. Extended Period to Discover Loss**

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you no later than 1 year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

**g. Joint Insured**

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insur-

ance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- (2) If any Insured or official of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you no later than 1 year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an employee benefit plan, shall fully release us on account of such loss.

#### **h. Legal Action Against Us**

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal

the minimum period of limitation provided by such law.

#### **i. Liberalization**

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

#### **j. Loss Sustained During Prior Insurance Issued by Us or any Affiliate**

##### **(1) Loss Sustained Partly During This Insurance and Partly During Prior Insurance**

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Policy Period shown in the Declarations; and
- (b) Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

##### **(2) Loss Sustained Entirely During Prior Insurance**

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this insur-

ance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the Policy Period(s) of any other prior insurance.

(3) In settling loss subject to this Condition:

(a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.

(b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

(4) The following examples demonstrate how we will settle losses subject to this Condition **E.1.j.**:

**EXAMPLE NO. 1:**

The insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

**POLICY A**

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

**POLICY B**

Issued prior to Policy **A**. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy **A** is \$2,500 and under Policy **B** is \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy **A**. The Policy **A** Deductible Amount of \$5,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
2. The remaining amount of loss sustained under Policy **B** (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy **A** of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

**EXAMPLE NO. 2:**

The insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

**POLICY A**

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

**POLICY B**

Issued prior to Policy **A**. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy **A** is \$175,000 and under Policy **B** is \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy **B**. The

Policy **A** Deductible Amount of \$10,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$175,000) is settled first. The amount we will pay is the Policy **A** Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000 which is greater than the \$125,000 policy limit.
2. The remaining amount of loss sustained under Policy **B** (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e. \$150,000 Policy **B** limit - \$125,000 paid under Policy **A** = \$25,000).

The most we will pay for this loss is \$150,000.

### EXAMPLE NO. 3

The insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies **A**, **B**, **C** and **D**.

#### POLICY A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

#### POLICY B

Issued prior to Policy **A**. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

#### POLICY C

Issued prior to Policy **B**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

#### POLICY D

Issued prior to Policy **C**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy **A** is \$350,000, under Policy **B** is \$250,000, under Policy **C** is \$600,000 and under Policy **D** is \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy **A**. The Policy **A** Deductible Amount of \$100,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
2. The amount of loss sustained under Policy **B** (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
3. The amount of loss sustained under Policy **C** (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
4. We will not make any further payment under Policy **D** as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy **A** has been satisfied.

The most we will pay for this loss is \$1,000,000.

#### k. Loss Sustained During Prior Insurance Not Issued by Us or Any Affiliate

(1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

(2) In settling loss subject to this Condition:

- (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance

or was written under the prior cancelled insurance.

- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the cancelled insurance.
- (3) The insurance provided under this Condition is subject to the following:
  - (a) If loss covered under this Condition is also partially covered under Condition **E.1.j.**, the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition **E.1.j.**
  - (b) For loss covered under this Condition that is not subject to Paragraph **(3)(a)**, the amount recoverable under this Condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:
    - (i) This insurance as of its effective date; or
    - (ii) The prior cancelled insurance had it remained in effect.

#### **I. Other Insurance**

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

##### **(1) Primary Insurance**

When this insurance is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (b) You have other insurance covering the same loss other than that described in

Paragraph **(1)(a)**, we will only pay for the amount of loss that exceeds:

- (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
- (ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

##### **(2) Excess Insurance**

- (a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.
- (b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations, by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

#### **m. Ownership of Property; Interests Covered**

The property covered under this insurance is limited to property:

- (1) That you own or lease; or
- (2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

#### **n. Records**

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

**o. Recoveries**

- (1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:
- (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
  - (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
  - (c) Third, to you in satisfaction of any Deductible Amount; and
  - (d) Fourth, to you in satisfaction of any loss not covered under this insurance.
- (2) Recoveries do not include any recovery:
- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
  - (b) Of original "securities" after duplicates of them have been issued.

**p. Territory**

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions) and Puerto Rico.

**q. Transfer of Your Rights of Recovery Against Others to Us**

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

**r. Valuation - Settlement**

- (1) The value of any loss for purposes of coverage under this policy shall be determined as follows:
- (a) Loss of "money" but only up to and including its face value.

- (b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

- (i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
- (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
  - i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or
  - ii. The Limit of Insurance applicable to the "securities".

- (c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

- (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;
- (ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or
- (iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs **r.(1)(c)(i)** through **r.(1)(c)(iii)**, we will not pay on a replacement cost basis for any loss or damage:

- i. Until the lost or damaged property is actually repaired or replaced; and
- ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

- (2) Any property that we pay for or replace becomes our property.

## **2. Conditions Applicable to Insuring Agreements A.1. and A.2.**

### **a. Indemnification**

We will indemnify any of your officials who are required by law to give individual bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Insurance.

### **b. Termination as to Any Employee**

This Insuring Agreement terminates as to any "employee":

- (1) As soon as:
  - (a) You; or
  - (b) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

- (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If

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

### **c. Territory**

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition **E.1.p.** for a period of not more than 90 consecutive days.

## **3. Conditions Applicable to Insuring Agreement A.3.**

### **a. Deductible Amount**

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.3.**

### **b. Electronic and Mechanical Signatures**

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

### **c. Proof of Loss**

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

### **d. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.p.** does not apply to Insuring Agreement **A.3.**

## **4. Conditions Applicable to Insuring Agreements A.5. and A.6.**

### **a. Armored Motor Vehicle Companies**

Under Insuring Agreement **A.6.**, we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

### **b. Special Limit of Insurance for Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of re-

constructing them or reproducing any information contained in them.

**5. Conditions Applicable to Insuring Agreement A.7.**

**a. Special Limit of Insurance for Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

**b. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.p.** does not apply to Insuring Agreement **A.7.**

any other dishonest act committed by the "employee";

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **a.(1)**, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **a.(2)**;

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s); and

(b) An official of yours while that person is engaged in handling "funds" or "other property" of any employee benefit plan;

(5) Any natural person who is a former official, "employee" or trustee retained as a consultant while performing services for you; or

(6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".

**F. Definitions**

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.

2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

3. "Custodian" means you, or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.

4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

5. "Employee":

a. "Employee" means:

(1) Any natural person:

(a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or

- b. "Employee" does not mean any agent, independent contractor or representative of the same general character not specified in Paragraph 5.a.
- 6. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- 7. "Fraudulent instruction" means:
  - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
  - b. A written instruction (other than those described in Insuring Agreement A.3.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
  - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
- 8. "Funds" means "money" and "securities".
- 9. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".
- 10. "Money" means:
  - a. Currency, coins and bank notes in current use and having a face value; and
  - b. Travelers checks, register checks and money orders held for sale to the public.
- 11. "Occurrence" means:
  - a. Under Insuring Agreement A.1.:
    - (1) An individual act;
    - (2) The combined total of all separate acts whether or not related; or
  - (3) A series of acts whether or not related;
 

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition E.1.j. or E.1.k.
- b. Under Insuring Agreement A.2.:
  - (1) An individual act;
  - (2) The combined total of all separate acts whether or not related; or
  - (3) A series of acts whether or not related;
 

committed by each "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition E.1.j. or E.1.k.
- c. Under Insuring Agreement A.3.:
  - (1) An individual act;
  - (2) The combined total of all separate acts whether or not related; or
  - (3) A series of acts whether or not related;
 

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition E.1.j. or E.1.k.
- d. Under All Other Insuring Agreements:
  - (1) An individual act or event;
  - (2) The combined total of all separate acts or events whether or not related; or
  - (3) A series of acts or events whether or not related;
 

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition E.1.j. or E.1.k.
- 12. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance.

13. "Premises" means the interior of that portion of any building you occupy in conducting your business.
14. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
  - a. Caused or threatened to cause that person bodily harm; or
  - b. Committed an obviously unlawful act witnessed by that person.
15. "Safe burglary" means the unlawful taking of:
  - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
  - b. A safe or vault from inside the "premises".
16. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:
  - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
17. "Theft" means the unlawful taking of property to the deprivation of the Insured.
18. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
  - a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
  - b. By means of written instructions (other than those described in Insuring Agreement **A.3.**) establishing the conditions under which such transfers are to be initiated by such financial institutions through an electronic funds transfer system.
19. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

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

## **CLIENTS' PROPERTY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

### **PROVISIONS**

With regard to this Clients' Property Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement.

**A.** The following insuring agreement is added to Section **A. Insuring Agreements**:

We will pay for loss of or damage to "money", "securities" and "other property" sustained by your "client" resulting directly from "theft" committed by an identified "employee", acting alone or in collusion with other persons.

**B.** Under Section **D. Exclusions** in the Commercial Crime Coverage Form and Commercial Crime Policy, the Acts of Employees, Managers, Directors, Trustees or Representatives Exclusion does not apply to this Insuring Agreement.

**C.** Under Section **E. Conditions**:

**1.** Paragraph **(1)** of the **Duties in the Event of Loss** Condition is replaced by the following:

Notify us as soon as possible.

**2.** The **Ownership of Property; Interests Covered** Condition is replaced by the following:

The property covered under this Insuring Agreement is limited to property:

- a.** That your "client" owns or leases; or
- b.** That your "client" holds for others whether or not your "client" is legally liable for the loss of such property.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your "client". Any claim for loss that is covered under this Insuring Agreement must be presented by you.

**D.** Under Section **F. Definitions**:

**1.** The following definitions are added:

**a.** "Client" means any entity for whom you perform services under a written contract.

**b.** "Occurrence" means:

- (1)** An individual act;
- (2)** The combined total of all separate acts whether or not related; or
- (3)** A series of acts whether or not related;

committed by an "employee", acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.

**2.** The definition of "theft" is replaced by the following:

"Theft" means the unlawful taking of property to the deprivation of your "client".

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

## **EXTORTION - COMMERCIAL ENTITIES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

### **SCHEDULE**

Covered locations outside the United States of America (including its territories and possessions), Puerto Rico and Canada:	
<b>Location(s)</b>	<b>Location(s)</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With regard to this Extortion - Commercial Entities Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement.

1. The following insuring agreement is added to Section **A, Insuring Agreements**:

We will pay for loss through the surrender of "money", "securities" and "other property" away from the "premises" as a result of a threat communicated to you:

- a. To do bodily harm to a director, trustee, partner, "member", "manager", "employee" or proprietor (if the Insured is a sole proprietorship), or to a relative or invitee of any of these persons, who was captured or allegedly captured within the territories in Paragraph **3.b.**; or
  - b. To do damage to the "premises" or property inside the "premises" located within the territories in Paragraph **3.b.**
2. The following exclusion is added to Section **D, Exclusions**:

This Insuring Agreement does not cover loss of property surrendered before a reasonable effort has been made to report the extortionist's demand to:

- a. An associate;
- b. Local law enforcement authorities; and
- c. The Federal Bureau of Investigation.

3. Under Section **E, Conditions**:

- a. The following condition is added:  
Loss is covered only if the threat to do:

- (1) Bodily harm; or
- (2) Damage to the "premises" or "other property" located inside the "premises";

is first communicated to you during the policy period.

- b. The **Territory** Condition is replaced by the following:

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico, Canada and other locations shown in the Schedule.

4. The **Valuation - Settlement** Condition is amended as follows:

- a. The first sentence of Paragraph **(1)(b)** is replaced by the following:

Loss of or damage to "securities" but only up to their market value on the day they were surrendered.

- b. Paragraph **(1)(c)** is replaced by the following:

Loss of "other property" for not more than:

- (1) Its replacement cost value without deduction for depreciation at the time it was surrendered; or

- (2) The Limit of Insurance;

whichever is less.

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

## **EXTORTION - GOVERNMENT ENTITIES**

This endorsement modifies insurance provided under the following:

**GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

### **SCHEDULE**

Covered locations outside the United States of America (including its territories and possessions) and Puerto Rico:	
<b>Location(s)</b>	<b>Location(s)</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With regard to this Extortion - Government Entities Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement.

**1. The following insuring agreement is added to Section A. Insuring Agreements:**

We will pay for loss through the surrender of "money", "securities" and "other property" away from the "premises" as a result of a threat communicated to you:

- a. To do bodily harm to your officials, "employees" or representatives, or to a relative or invitee of any of these persons, who was captured or allegedly captured within the territories in Paragraph **3.b.**; or
- b. To do damage to the "premises" or property inside the "premises" located within the territories in Paragraph **3.b.**

**2. The following exclusion is added to Section D. Exclusions:**

This Insuring Agreement does not cover loss of property surrendered before a reasonable effort has been made to report the extortionist's demand to:

- a. An associate;
- b. Local law enforcement authorities; and
- c. The Federal Bureau of Investigation.

**3. Under Section E. Conditions:**

- a. The following condition is added:  
Loss is covered only if the threat to do:

- (1) Bodily harm; or
- (2) Damage to the "premises" or "other property" located inside the "premises";

is first communicated to you during the policy period.

**b. The Territory Condition is replaced by the following:**

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and other locations shown in the Schedule.

**4. The Valuation - Settlement Condition is amended as follows:**

**a. The first sentence of Paragraph (1)(b) is replaced by the following:**

Loss of "securities" but only up to their market value on the day they were surrendered.

**b. Paragraph (1)(c) is replaced by the following:**

Loss of or damage to "other property" for not more than:

- (1) Its replacement cost value without deduction for depreciation at the time it was surrendered; or

**(2) The Limit of Insurance;**

whichever is less.

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

## **INSIDE THE PREMISES - THEFT OF OTHER PROPERTY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

With regard to this Inside the Premises - Theft of Other Property Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement.

**A. The following insuring agreement is added to Section A. Insuring Agreements:**

1. We will pay for loss of or damage to "other property" inside the "premises" resulting directly from "theft".
2. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "other property", if you are the owner of the "premises" or are liable for damage to it.

**B. The following exclusions are added to Section D. Exclusions:**

This Insuring Agreement does not cover:

1. Loss occurring while there is any change in the condition of the risk within your control that increases the possibility of loss.
2. Loss resulting from the giving or surrendering of property in any exchange or purchase.
3. Loss resulting from fire, however caused, except:
  - a. Loss from damage to a safe or vault; or
  - b. Loss resulting from "theft" occurring during a fire inside the "premises".
4. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
  - a. An inventory computation; or
  - b. A profit and loss computation.
5. Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.
6. Loss of or damage to property after it has been transferred or surrendered to a per-

son or place outside the "premises" or "banking premises":

- a. On the basis of unauthorized instructions;
- b. As a result of a threat to do bodily harm to any person;
- c. As a result of a threat to do damage to any property;
- d. As a result of a threat to introduce a denial of service attack into your computer system;
- e. As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage or destroy or corrupt data or computer programs stored within your computer system;
- f. As a result of a threat to contaminate, pollute or render substandard your products or goods; or
- g. As a result of a threat to disseminate, divulge or utilize:
  - (1) Your confidential information; or
  - (2) Weaknesses in the source code within your computer system.

7. Loss from damage to the "premises" or its exterior or to any "other property" by vandalism or malicious mischief.
8. Loss resulting from you, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

**C. The following conditions are added to Section E. Conditions:**

1. If a loss covered under this Insuring Agreement occurs, coverage is suspended until the "premises" are restored to the same condition of security that existed prior to the loss. However, if you maintain at least one "watchperson" while the "premises" are closed for business, this Condition will not apply.

2. We will only pay up to \$5000 for any one "occurrence" of loss of or damage to:
    - a. Precious metals, precious or semi-precious stones, pearls, furs or completed or partially completed articles made of or containing such materials
    - b. Manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.
- that constitute the principal value of such articles; or

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

## **INSIDE THE PREMISES - ROBBERY OF A WATCHPERSON OR BURGLARY OF OTHER PROPERTY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

With regard to this Inside the Premises - Robbery of a Watchperson or Burglary of Other Property Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement.

**A.** The following insuring agreement is added to Section **A, Insuring Agreements:**

1. We will pay for loss of or damage to "other property" inside the "premises" resulting directly from an actual or attempted:
  - a. "Robbery" of a "watchperson"; or
  - b. "Burglary".
2. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted:
  - a. "Robbery" of a "watchperson"; or
  - b. "Burglary";if you are the owner of the "premises" or are liable for damage to it.

**B.** The following exclusions are added to Section **D, Exclusions:**

This Insuring Agreement does not cover:

1. Loss occurring while there is any change in the condition of the risk within your control that increases the possibility of loss.
2. Loss resulting from fire, however caused, except loss from damage to a safe or vault.
3. Loss occurring during a fire inside the "premises".
4. Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.
5. Loss from damage to the "premises" or its exterior or to any "other property" by vandalism or malicious mischief.

**C.** The following conditions are added to Section **E, Conditions:**

1. If a loss covered under this Insuring Agreement occurs, coverage is suspended until the "premises" are restored to the same condition of security that existed prior to the loss. However, if you maintain at least one "watchperson" while the "premises" are closed for business, this Condition will not apply.
2. We will only pay up to \$5000 for any one "occurrence" of loss of or damage to:
  - a. Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
  - b. Manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

**D.** Under Section **F, Definitions:**

1. The definition of "watchperson" is replaced by the following:

"Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties. A "watchperson" also includes a janitor you employ who has care and custody of covered property.
2. The following definition is added:

"Burglary" means the unlawful taking of property from inside the "premises" by a person unlawfully entering or leaving the "premises" as evidenced by marks of forcible entry or exit.

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

## **INSIDE THE PREMISES - ROBBERY OF A CUSTODIAN OR SAFE BURGLARY OF MONEY AND SECURITIES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

With regard to this Inside the Premises - Robbery of a Custodian or Safe Burglary of Money and Securities Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement.

**A.** The following insuring agreement is added to Section **A. Insuring Agreements**:

1. We will pay for loss of or damage to "money" and "securities":
  - a. Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
  - b. Inside the "premises" or a "banking premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
2. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary", if you are the owner of the "premises" or are liable for damage to it.
3. We will pay for loss from damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

**B.** The following exclusions are added to Section **D. Exclusions**:

This Insuring Agreement does not cover:

1. Loss resulting from fire, however caused, except:

- a. Loss of or damage to "money" and "securities"; and
  - b. Loss from damage to a safe or vault.
2. Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
    - a. On the basis of unauthorized instructions;
    - b. As a result of a threat to do bodily harm to any person;
    - c. As a result of a threat to do damage to any property;
    - d. As a result of a threat to introduce a denial of service attack into your computer system;
    - e. As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage or destroy or corrupt data or computer programs stored within your computer system;
    - f. As a result of a threat to contaminate, pollute or render substandard your products or goods; or
    - g. As a result of a threat to disseminate, divulge or utilize:
      - (1) Your confidential information; or
      - (2) Weaknesses in the source code within your computer system.
  3. Loss from damage to the "premises" or its exterior or to any "other property" by vandalism or malicious mischief.

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

## EMPLOYEE THEFT - NAME OR POSITION SCHEDULE

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
 COMMERCIAL CRIME POLICY  
 EMPLOYEE THEFT AND FORGERY POLICY  
 GOVERNMENT CRIME COVERAGE FORM  
 GOVERNMENT CRIME POLICY**

### SCHEDULE

<input type="checkbox"/> <b>Name Schedule Coverage</b>			
Item No.	Names of Covered Employees	Limit of Insurance on Each Employee	Deductible Amount on Each Employee
		\$	\$
		\$	\$
		\$	\$

<input type="checkbox"/> <b>Position Schedule Coverage</b>					
Item No.	Titles of Covered Positions	Location of Covered Positions	Number of Employees in Each Position	Limit of Insurance on Each Employee	Deductible Amount on Each Employee
				\$	\$
				\$	\$
				\$	\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With regard to this Employee Theft - Name or Position Schedule Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement.

1. The following insuring agreement is added to Section **A. Insuring Agreements**:

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an identified "employee", acting alone or in collusion with other persons.

2. Section **B. Limit of Insurance** is replaced by the following:

- a. The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Schedule:
- b. Regardless of the number of years this insurance applies as respects a specific "employee", the most we will pay in the aggregate is the largest Limit of Insurance applicable to that "employee" even though:
  - (1) The coverage for that "employee" is not continuous because it has been cancelled for one or more periods; or
  - (2) The Limit of Insurance applicable to that "employee" has changed.

c. If this insurance applies on a Position Schedule basis, the following conditions also apply:

(1) The most we will pay for an "employee" serving in more than one position is the largest Limit of Insurance in effect and applicable to any one of those positions at the time loss is "discovered".

(2) If at the time loss is "discovered" there are more "employees" serving in a covered position than the number of "employees" listed opposite that position in the Schedule, the Limit of Insurance applicable to that position will be reduced.

The reduced Limit of Insurance will be computed by multiplying the limit shown in the Schedule by a factor obtained by dividing the number of "employees" shown in the Schedule by the actual number of "employees" serving in that position at the time loss is "discovered".

3. Section **C. Deductible** is replaced by the following:

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Schedule. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

4. The following exclusions are added to Section **D. Exclusions**:

This Insuring Agreement does not cover:

a. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

b. Loss resulting from trading, whether in your name or in a genuine or fictitious account,

c. Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

5. Under Section **E. Conditions**:

a. The **Additional Premises or Employees Condition** does not apply to this Insuring Agreement.

b. The Consolidation - Merger or Acquisition Condition does not apply to this Insuring Agreement.

c. Paragraph (1) of the **Duties in the Event of Loss Condition** is replaced by the following:

(1) Notify us as soon as possible.

d. The Employee Benefit Plans Condition also applies to this Insuring Agreement. All references to Insuring Agreement **A.1.** are replaced by this Insuring Agreement.

e. The **Termination as to Any Employee Condition** is added:

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your:

(i) Partners, "members", "managers", officers, directors, or trustees not in collusion with the "employee" (when coverage is written under the Commercial Crime Coverage Form, Commercial Crime Policy or the Employee Theft and Forgery Policy); or

(ii) Officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee" (when coverage is written under the Government Crime Coverage Form or Government Crime Policy);

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

**6. Under Section F, Definitions:**

- a.** The definition of "occurrence" is replaced by the following:

"Occurrence" means:

- (1)** An individual act;
- (2)** The combined total of all separate acts whether or not related; or
- (3)** A series of acts whether or not related;

committed by each "employee" acting alone or in collusion with other persons, during the Policy Period shown in the

Declarations, before such Policy Period or both.

- b.** The definition of "employee" is replaced by the following:

"Employee" means:

- (1)** Any person named in the Schedule, if coverage applies on a Name Schedule basis; or
- (2)** Any person you engage to perform the duties of a position shown in the Schedule, if coverage applies on a Position Schedule basis.

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

## **LESSEES OF SAFE DEPOSIT BOXES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

### **SCHEDULE**

<b>Name of Depository:</b>		
<b>Address of Depository Premises:</b>		
<b>Section</b>	<b>Limit of Insurance Per Occurrence</b>	<b>Deductible Amount Per Occurrence</b>
<b>Section 1.a.</b>	\$	\$
<b>Section 1.b.</b>	\$	\$
<b>Name of Depository:</b>		
<b>Address of Depository Premises:</b>		
<b>Section</b>	<b>Limit of Insurance Per Occurrence</b>	<b>Deductible Amount Per Occurrence</b>
<b>Section 1.a.</b>	\$	\$
<b>Section 1.b.</b>	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

With regard to this Lessees of Safe Deposit Boxes Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement.

1. The following section(s) of this insuring agreement for which a Limit of Insurance is shown in the Schedule is added to Section **A. Insuring Agreements**:

a. We will pay for loss of or damage to "securities" while they are:

- (1) In a safe deposit box in a vault inside the "depository premises"; or
- (2) Temporarily elsewhere inside the "depository premises" during the course of deposit or removal from your safe deposit box;

resulting directly from "theft", disappearance or destruction.

b. We will pay for loss of or damage to "other property" while the property is:

- (1) In a safe deposit box in a vault inside the "depository premises"; or
- (2) Temporarily elsewhere inside the "depository premises" during the course of deposit or removal from the safe deposit box;

resulting directly from an actual or attempted "burglary", "robbery" or vandalism.

2. Section **B. Limit of Insurance** is replaced by the following:

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Schedule.

3. Section **C. Deductible** is replaced by the following:

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Schedule. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

4. Under Section **D. Exclusions**:

a. As respects the Acts of Employees, Managers, Directors, Trustees or Representatives Exclusion, the "depository" is deemed not to be your authorized representative within the meaning of this exclusion.

b. The following exclusions are added:

This Insuring Agreement does not cover:

- (1) Loss resulting from the giving or surrendering of property in any exchange or purchase.
- (2) Under Paragraph **1.b.**, loss resulting from fire, however caused.
- (3) Loss of or damage to property owned by the "depository" or held by it as collateral or held by the "depository" in trust for more than 30 days.
- (4) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
  - (a) On the basis of unauthorized instructions;
  - (b) As a result of a threat to do bodily harm to any person;
  - (c) As a result of a threat to do damage to any property;
  - (d) As a result of a threat to introduce a denial of service attack into your computer system;

(e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage or destroy or corrupt data or computer programs stored within your computer system;

(f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or

(g) As a result of a threat to disseminate, divulge or utilize;

(i) Your confidential information; or

(ii) Weaknesses in the source code within your computer system.

(5) Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

5. The following definitions are added to Section **F. Definitions**:

a. "Burglary" means the taking of property from within a locked safe deposit box in a locked vault inside the "depository premises" by a person unlawfully entering the box and vault as evidenced by marks of forcible entry upon the exterior of the box and vault.

b. "Depository" means the depository shown in the Schedule.

c. "Depository premises" means the interior of that portion of any building at the address shown in the Schedule that is occupied by:

(1) The "depository"; or

(2) Its safe depository affiliate;

in conducting a banking or safe deposit business.

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

## **SECURITIES DEPOSITED WITH OTHERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

### **SCHEDULE**

<b>Name</b>	<b>Address of Premises</b>	<b>Limit of Insurance Per Occurrence</b>	<b>Deductible Amount Per Occurrence</b>
<b>Name of Custodian</b>		\$	\$
<b>Name of Depository</b>		\$	\$
<b>Name of Custodian</b>		\$	\$
<b>Name of Depository</b>		\$	\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With regard to this Securities Deposited with Others Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement.

- 1.** The following insuring agreement is added to Section **A. Insuring Agreements**:

We will pay for loss of or damage to "securities" while they are:

- a.** Inside the "custodian's premises";
- b.** Being conveyed outside the "custodian's premises" by the "custodian" or an employee of the "custodian"; or
- c.** On deposit by the "custodian" for safe-keeping in a "depository";

resulting directly from "theft", disappearance or destruction.

- 2.** Section **B. Limit of Insurance** is replaced by the following:

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Schedule.

- 3.** Section **C. Deductible** is replaced by the following:

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Schedule. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

- 4.** Under Section **D. Exclusions**:

- a.** As respects the Acts of Employees, Managers, Directors, Trustees or Representatives Exclusion, neither the "custodian" nor the "depository" is deemed to be your

authorized representative within the meaning of this exclusion.

**b.** The following exclusions are added:

This Insuring Agreement does not cover:

- (1) Loss resulting from the giving or surrendering of "securities" in any exchange or purchase.
- (2) Loss in any "premises" that you occupy.
- (3) Loss of or damage to "securities" owned by the "custodian" or "depository" or held by the "custodian" or "depository" in trust for more than 30 days.
- (4) Loss of or damage to "securities" after they have been transferred or surrendered to a person or place outside the "premises" or "banking premises":
  - (a) On the basis of unauthorized instructions;
  - (b) As a result of a threat to do bodily harm to any person;
  - (c) As a result of a threat to do damage to any property;
  - (d) As a result of a threat to introduce a denial of service attack into your computer system;
  - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage or destroy or corrupt data or computer programs stored within your computer system;
  - (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
  - (g) As a result of a threat to disseminate, divulge or utilize:

(i) Your confidential information; or

(ii) Weaknesses in the source code within your computer system.

But, this exclusion with regard to Paragraph **4.b.(4)** does not apply to loss of "securities" outside the "custodian's premises" in the care and custody of a "custodian" or an employee of the "custodian" if you:

- i. Had no knowledge of any threat at the time the conveyance began; or
- ii. Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

(5) Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any "securities".

**5.** The following condition is added to Section **E.** Conditions:

If the "depository" shown in the Schedule is changed by the "custodian", this insurance will apply to the new "depository", if you give us notice of the change within 30 days after the change.

**6.** Under Section **F.** Definitions:

The following definitions are added:

- a. "Custodian" means the custodian shown in the Schedule.
- b. "Custodian's premises" means the interior of that portion of any building at the address shown in the Schedule that is occupied by the "custodian" or "depository".
- c. "Depository" means the depository shown in the Schedule.

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

## GUESTS' PROPERTY

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

### SCHEDULE

<input type="checkbox"/> <b>Guests' Property - In Safe Deposit Boxes</b>			
<b>Address of Premises</b>	<b>Limit of Insurance Per Occurrence</b>		<b>Deductible Amount Per Occurrence</b>
	\$		\$
<input type="checkbox"/> <b>Guests' Property - Inside the Premises</b>			
<b>Address of Premises</b>	<b>Limit of Insurance</b>		<b>Deductible Amount Per Occurrence</b>
	<b>Per Guest</b>	<b>Per Occurrence</b>	
	\$	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

With regard to this Guests' Property Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement.

**1. The following section(s) of this Insuring Agreement for which a Limit of Insurance is shown in the Schedule, is added to Section A. Insuring Agreements:**

**a. Guests' Property - In Safe Deposit Boxes**

We will pay for loss of or damage to "guests' property" for which you are legally liable while the property is in a safe deposit box inside the "premises".

**b. Guests' Property - Inside the Premises**

We will pay for loss of or damage to "guests' property" for which you are legally liable while the property is inside the "premises" or in your possession.

If you are sued for refusing to pay for loss of or damage to "guests' property", and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the applicable Limit of Insurance shown in the Schedule.

**2. Section B. Limit of Insurance is replaced by the following:**

**a. Under Paragraph 1.a., the most we will pay for all loss resulting directly from an**

"occurrence" is the Limit of Insurance shown in the Schedule.

**b. Under Paragraph 1.b.:**

**(1) The most we will pay in the aggregate for all loss resulting directly from an "occurrence" is the Per Occurrence Limit of Insurance shown in the Schedule.**

**(2) Subject to Paragraph 2.b.(1), the most we will pay for all loss resulting directly from an "occurrence" for any one guest, is the Per Guest Limit of Insurance shown in the Schedule.**

**3. Section C. Deductible is replaced by the following:**

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Schedule. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

**4. Under Section D. Exclusions:**

**a. The Acts of Employees, Managers, Directors, Trustees or Representatives Exclusion and the Legal Fees, Costs and Expenses Exclusion do not apply to this Insuring Agreement.**

**b. The following exclusions are added:**

This Insuring Agreement does not cover:

- (1) Loss resulting from liability you assume under any written agreement. However this exclusion does not apply under Paragraph 1.b., to any written agreement entered into with a guest before the "occurrence" of any loss or damage that increases to an amount not exceeding \$1,000 any lesser amount you may otherwise be liable for under any statute.
  - (2) Loss of or damage to property resulting from fire, however caused.
  - (3) Under Paragraph 1.b., loss of or damage to property resulting from the spilling, upsetting or leaking of any food or liquid.
  - (4) Loss of or damage to property resulting from insects, animals, wear and tear, gradual deterioration or inherent vice.
  - (5) Under Paragraph 1.b., loss of or damage to property while in your care and custody for laundering or cleaning.
  - (6) Loss resulting from your release of any other person or organization from legal liability.
  - (7) Under Paragraph 1.b., loss of or damage to samples or articles carried or held for sale or delivery after sale.
  - (8) Under Paragraph 1.b., loss of or damage to any vehicle including:
    - (a) Its equipment and accessories; and
    - (b) Any property contained in or on a vehicle.
5. Under Section E. Conditions:
- a. The Records Condition does not apply to this Insuring Agreement.
  - b. The following condition is added:

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Insuring Agreement.
  - c. The **Ownership of Property; Interests Covered** Condition is replaced by the following:

The property covered under this Insuring Agreement is limited to property belonging to your guests while the property is in a safe deposit box, inside the "premises" or in your possession.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your guest. Any claim for loss that is covered under this Insuring Agreement must be presented by you.
6. Under Section F. Definitions:
- a. The following definition is added:

"Guests' property" means "money", "securities" and "other property" belonging to your guest.
  - b. The definition of "premises" is replaced by the following:

"Premises" means the interior of that portion of any building at the address shown in the Schedule that you occupy in conducting your business.

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

## SAFE DEPOSITORY

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

### SCHEDULE

<input type="checkbox"/> <b>Loss of Customers' Property - In Safe Deposit Boxes</b>		
<b>Address of Premises</b>	<b>Limit of Insurance Per Occurrence</b>	<b>Deductible Amount Per Occurrence</b>
	\$	\$
<input type="checkbox"/> <b>Robbery or Burglary of Customers' Property - Premises Damage</b>		
<b>Address of Premises</b>	<b>Limit of Insurance Per Occurrence</b>	<b>Deductible Amount Per Occurrence</b>
	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

With regard to this Safe Depository Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement.

1. The following section(s) of this insuring agreement for which a Limit of Insurance is shown in the Schedule, is added to Section **A. Insuring Agreements**:

**a. Loss of Customers' Property - In Safe Deposit Boxes**

We will pay for loss of or damage to "customers' property" for which you are legally liable while the property is:

- (1) In a safe deposit box in a vault inside the "premises";
- (2) Stored in such vault inside the "premises"; or
- (3) Temporarily elsewhere inside the "premises" during the course of deposit or removal from the safe deposit box or vault.

If you are sued for refusing to pay for loss of or damage to "customers' property", and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The

amount that we will pay is in addition to the applicable Limit of Insurance shown in the Schedule.

**b. Robbery or Burglary of Customers' Property - Premises Damage**

(1) We will pay for loss of or damage to "customers' property" while the property is:

- (a) In a safe deposit box in a vault inside the "premises";
- (b) Stored in such vault inside the "premises"; or
- (c) Temporarily elsewhere inside the "premises" during the course of deposit or removal from the safe deposit box or vault;

resulting directly from an actual or attempted "robbery" or "burglary", destruction or damage.

(2) We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "burglary" if you are the owner of the "premises" or are liable for damage to it.

(3) We will pay for loss of or damage to a locked safe, vault or

safe deposit box located inside the "premises" resulting directly from an actual or attempted "robbery" or "burglary".

2. Section **B. Limit of Insurance** is replaced by the following:

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Schedule.

3. Section **C. Deductible** is replaced by the following:

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Schedule. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

4. Under Section **D. Exclusions**:

- a. The Acts of Employees, Managers, Directors, Trustees or Representatives Exclusion and the Legal Fees, Costs and Expenses Exclusion do not apply to Paragraph **1.a.**
- b. The following exclusions are added:

This Insuring Agreement does not cover:

- (1) Under Paragraph **1.a.**, loss resulting from liability you assume under any written agreement.
- (2) Under Paragraph **1.b.**, loss of or damage to property resulting from fire, however caused except loss from damage to a safe deposit box, safe or vault.
- (3) Under Paragraph **1.b.**, loss of or damage to property resulting from insects, animals, wear and tear, gradual deterioration or inherent vice.

5. Under Section **E. Conditions**:

- a. The Records Condition does not apply to this Insuring Agreement.

- b. The following condition is added:

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Insuring Agreement.

- c. The **Ownership of Property; Interests Covered** Condition is replaced by the following:

The property covered under this Insuring Agreement is limited to property belonging to your customers while the property is in a safe deposit box, inside the "premises" or in your possession.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your customer. Any claim for loss that is covered under this Insuring Agreement must be presented by you.

6. Under Section **F. Definitions**:

- a. "Burglary" means the taking of property:

- (1) From inside a locked safe deposit box in a locked vault by a person unlawfully entering the box and vault; or
- (2) If not contained in a safe deposit box, from inside a locked vault by a person unlawfully entering the vault, as evidenced by marks of forcible entry upon its exterior.

- b. "Customers' Property" means:

- (1) As respects Paragraph **1.a.**, "money", "securities" and "other property".
- (2) As respects Paragraph **1.b.**, "securities" and "other property".

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

## **DESTRUCTION OF ELECTRONIC DATA OR COMPUTER PROGRAMS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

### **PROVISIONS**

With regard to this Destruction of Electronic Data or Computer Programs Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement.

**A. The following insuring agreement is added to Section A, Insuring Agreements:**

We will pay for costs that you incur to restore or replace damaged or destroyed "electronic data" or "computer programs" stored within your "computer system" resulting directly from:

1. A virus designed to damage or destroy "electronic data" or "computer programs"; or
2. Vandalism by a person who has gained unauthorized access to your "computer system";

including reasonable costs that you incur to restore your "computer system" to the level of operational capability that existed before the virus or vandalism occurred.

**B. Under Section D, Exclusions:**

1. The following exclusions do not apply to this Insuring Agreement:
  - a. The Acts of Employees, Managers, Directors, Trustees or Representatives Exclusion in the Commercial Crime Coverage Form and Commercial Crime Policy; and
  - b. The Acts of Officials, Employees or Representatives Exclusion in the Government Crime Coverage Form and Government Crime Policy.

2. The following exclusions are added:

This Insuring Agreement does not cover:

- a. Loss resulting from the fraudulent preparation or input of "electronic data" or "computer programs".

- b. Loss resulting from errors or omissions in the design of "computer programs".
- c. Loss resulting from errors or omissions in the programming or processing of "electronic data".

**C. The following definitions are added to Section F, Definitions:**

1. "Computer programs" means a set of related electronic instructions which direct the operations and functions of a computer or devices connected to it which enable the computer or devices to receive, process, store, retrieve or send "electronic data".
2. "Computer system" means:
  - a. Computers and related peripheral components;
  - b. Systems and applications software;
  - c. Terminal devices; and
  - d. Related communications networks;by which "electronic data" is received, processed, stored, retrieved or sent.
3. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment.
4. "Occurrence" means:
  - a. As respects Paragraph A.1., all covered costs incurred by you between the time the damage or destruction is discovered and the time your "computer system" is restored to the level of operational capability that existed before the virus occurred. Recurrence of the same virus after your

"computer system" has been restored shall constitute a separate occurrence.

**b.** As respects Paragraph **A.2.**:

- (1)** An individual act or event;
- (2)** The combined total of all separate acts or events whether or not related; or

**(3)** A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, before such Policy Period or both.

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

## **UNAUTHORIZED REPRODUCTION OF COMPUTER SOFTWARE BY EMPLOYEES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

### **PROVISIONS**

With regard to this Unauthorized Reproduction of Computer Software by Employees Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement.

**A.** The following insuring agreement is added to Section **A, Insuring Agreements:**

We will pay for fines and penalties that you incur resulting directly from the unauthorized reproduction of computer software by an "employee", in violation of a licensing agreement with a third party vendor, provided the unauthorized reproduction is done:

1. Without your knowledge;
2. Without the knowledge of any partner, "member", officer or director;
3. Without the knowledge of any other person having responsibility for compliance with the terms of the software licensing agreement;

and you are legally liable for the loss.

**B.** Under Section **D, Exclusions:**

This Insuring Agreement does not cover:

1. The Acts of Employees, Managers, Directors, Trustees or Representatives Exclusion in the Commercial Crime Coverage Form and Commercial Crime Policy; and
2. The Acts of Officials, Employees or Representatives Exclusion in the Government Crime Coverage Form and Government Crime Policy.

**C.** Under Section **E, Conditions:**

Paragraph **(1)** of the **Duties in the Event of Loss** Condition is replaced by the following:

- (1)** Notify us as soon as possible.

**D.** The following definition is added to Section **F, Definitions:**

"Occurrence" means:

- (1)** An individual act;
- (2)** The combined total of all separate acts whether or not related; or
- (3)** A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.

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

**POLICY CHANGE  
(DISCOVERY FORM)**

This endorsement modifies insurance provided under the Discovery Form version of the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**SCHEDULE**

<b>Change Number</b>	<b>Date of Issue</b>	<b>Effective Date of Change</b>
		12:01 A.M. on:

<b>The Named Insured is changed to:</b>		
<b>The following Insured(s) is added as a Named Insured:</b>		
<b>The following Insured(s) is deleted as a Named Insured:</b>		
<b>The Mailing Address is changed to:</b>		
<b>The Policy Period is:</b>		
<b>Extended to:</b>		<b>Reduced to:</b>
<b>The following Insuring Agreement(s) is:</b>		
<input type="checkbox"/> <b>Added to the Coverage Form/Policy</b>		
<b>Insuring Agreement(s)</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
	\$	\$
	\$	\$
<input type="checkbox"/> <b>Deleted from the Coverage Form/Policy</b>		
<b>Insuring Agreement(s)</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
	\$	\$
	\$	\$
<input type="checkbox"/> <b>Changed as respects the Limit(s) of Insurance and/or Deductible Amount(s)</b>		
<b>Insuring Agreement(s)</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
	\$	\$
	\$	\$

<b>The following Endorsement(s) is:</b>	
<input type="checkbox"/> <b>Added to the Coverage Form/Policy</b>	
<b>Endorsement(s)</b>	<b>Limit of Insurance</b>
	\$
	\$
<input type="checkbox"/> <b>Deleted from the Coverage Form/Policy</b>	
<b>Endorsement(s)</b>	<b>Limit of Insurance</b>
	\$
	\$
<input type="checkbox"/> <b>Changed as respects the Limit(s) of Insurance</b>	
<b>Endorsement(s)</b>	<b>Limit of Insurance</b>
	\$
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**1. All Changes Other Than in Paragraph 2.**

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you on or after the Effective Date of Change. However, if a retroactive date endorsement is used, the provisions of that endorsement are controlling.

**2. Deletion of Coverage**

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place:

- a. On or after the Effective Date of Change which is "discovered" by you after the Effective Date of change; and also
- b. Before the Effective Date of Change if "discovered" by you after 60 days from that date.

<b>Accepted</b>
<b>First Named Insured:</b>
<b>Name:</b>
<b>Title:</b>

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

**POLICY CHANGE  
(LOSS SUSTAINED FORM)**

This endorsement modifies insurance provided under the Loss Sustained Form version of the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**SCHEDULE**

<b>Change Number</b>	<b>Date of Issue</b>	<b>Effective Date of Change</b>
		<b>12:01 A.M. on:</b>

<b>The Named Insured is changed to:</b>		
<b>The following Insured(s) is added as a Named Insured:</b>		
<b>The following Insured(s) is deleted as a Named Insured:</b>		
<b>The Mailing Address is changed to:</b>		
<b>The Policy Period is:</b>		
<b>Extended to:</b>		<b>Reduced to:</b>
<b>The following Insuring Agreement(s) is:</b>		
<input type="checkbox"/> <b>Added to the Coverage Form/Policy</b>		
<b>Insuring Agreement(s)</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
	\$	\$
	\$	\$
<input type="checkbox"/> <b>Deleted from the Coverage Form/Policy</b>		
<b>Insuring Agreement(s)</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
	\$	\$
	\$	\$
<input type="checkbox"/> <b>Changed as respects the Limit(s) of Insurance and/or Deductible Amount(s)</b>		

Insuring Agreement(s)	Limit of Insurance	Deductible Amount
	\$	\$
	\$	\$
<b>The following Endorsement(s) is:</b> <input type="checkbox"/> <b>Added to the Coverage Form/Policy</b>		
Endorsement(s)	Limit of Insurance	
	\$	
	\$	
<input type="checkbox"/> <b>Deleted from the Coverage Form/Policy</b>		
Endorsement(s)	Limit of Insurance	
	\$	
	\$	
<input type="checkbox"/> <b>Changed as respects the Limit(s) of Insurance</b>		
Endorsement(s)	Limit of Insurance	
	\$	
	\$	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Application of changes affected by this Endorsement:

**1. Addition of Deductible or Increase in Deductible Amount**

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place at any time, whether before or after the Effective Date of Change which is "discovered" by you after the Effective Date of change.

**2. Deletion of Coverage or Decrease in Limit of Insurance**

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place:

- a. On or after the Effective Date of Change which is "discovered" by you after the Effective Date of change; and also
- b. Before the Effective Date of Change if "discovered" by you after 1 year from that date.

**3. All Changes Other Than in Paragraphs 1. and 2.**

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place on or after the Effective Date of Change which is "discovered" by you after the Effective Date of change.

Accepted
<b>First Named Insured:</b> <b>Name:</b> <b>Title:</b>

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

## **CHANGE EXTENDED PERIOD TO DISCOVER LOSS**

This endorsement modifies insurance provided under the Discovery Form version of the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

### **SCHEDULE**

<b>Number of Days:</b>
------------------------

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The Extended Period to Discover Loss Condition is changed by adding to the 60 day period to "discover" loss, the number of days shown in the Schedule.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether

from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not the other insurance provides coverage for loss sustained prior to its effective date.

With regard to any "employee benefit plans", the 1 year period to "discover" loss remains unchanged.

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

## **INCLUDE RETROACTIVE DATE**

This endorsement modifies insurance provided under the Discovery Form version of the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

### **SCHEDULE**

<b>Named Insured:</b>
<b>Joint Insured(s):</b>
<b>Entity(ies), Assets or Liabilities:</b>
<b>Retroactive Date:</b> 12:01 A.M, on:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**1. The following is added to Section E. Conditions:**

**a. Retroactive Date for Named Insured**

If the Retroactive Date shown in the Schedule applies to the Named Insured as indicated in the Schedule, the first paragraph of Section **A. - Insuring Agreements** is replaced by the following:

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place in its entirety after the Retroactive Date shown in the Schedule which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition.

**b. Retroactive Date for Joint Insured**

If the Retroactive Date shown in the Schedule applies to a Joint Insured(s) shown in the Schedule, the first paragraph of Section **A. - Insuring Agreements** shall be deemed amended as respects such Joint Insured(s) as follows:

Coverage is provided under the following Insuring Agreements for which a Limit of

Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" involving the Joint Insured(s) shown in the Schedule, taking place in its entirety after the Retroactive Date shown in the Schedule which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition.

**c. Retroactive Date for an Entity Acquired Through Consolidation, Merger, or Acquisition**

If the Retroactive Date shown in the Schedule applies to an entity(ies) shown in the Schedule which is acquired through consolidation, or merger, or in which you purchased or acquired assets or liabilities, the first paragraph of Section **A. - Insuring Agreements** shall be deemed amended as respects such entity(ies) or assets or liabilities, as follows:

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" involving the entity(ies) shown in the Schedule, taking place in its entirety after the Retroactive Date shown in the

Schedule which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition.

2. The definition of "occurrence" is replaced by the following:

"Occurrence" means:

**a. Under Insuring Agreement A.1.:**

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, after the Retroactive Date shown in the Schedule.

**b. Under Insuring Agreement A.2.:**

- (1) An individual act;

- (2) The combined total of all separate acts whether or not related; or

- (3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, after the Retroactive Date shown in the Schedule.

**c. Under All Other Insuring Agreements:**

- (1) An individual act or event;
- (2) The combined total of all separate acts or events whether or not related; or
- (3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person after the Retroactive Date shown in the Schedule.

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

## **CONVERT TO AN AGGREGATE LIMIT OF INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

### **SCHEDULE**

<b>Policy Aggregate Limit of Insurance: \$</b>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

Paragraph **B. Limit of Insurance** is replaced by the following:

**B. Aggregate Limit of Insurance**

1. The most we will pay for loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.
2. The most we will pay in the aggregate for all loss "discovered" during the Policy Period, shown in the Declarations regardless of the number of "occurrences", is the Policy Aggregate Limit of Insurance shown in the Schedule.
3. The Policy Aggregate Limit of Insurance shall be reduced by the amount of any payment made by us under the terms of

this insurance. If the Policy Aggregate Limit of Insurance is exhausted, we will have no further liability to pay for loss which may be "discovered" during the remainder of the Policy Period.

4. Any recovery made by us after settlement of a loss covered by this insurance shall not be used to increase or reinstate the Policy Aggregate Limit of Insurance.
5. In the event a loss of "securities" is settled by us through the use of a Lost Securities Bond, such loss shall not reduce the Limit of Insurance unless a payment under such Lost Securities Bond is made and then only for that amount of payment.

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

## **AMEND TERRITORIAL LIMITS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

### **SCHEDULE**

<b>Territory</b>	
<b>Add</b>	<b>Delete</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The Territory Condition is amended by adding or deleting the territory shown in the Schedule.

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

## **CONCURRENT INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

### **SCHEDULE**

<b>Coverage Form/Policy</b>	<b>Limit of Insurance</b>
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. While the Coverage Form/Policy shown in the Schedule is in effect, you agree to keep other similar insurance in effect in an amount not less than the Limit of Insurance shown in the Schedule.
2. The most we will pay under this insurance for loss covered under both this insurance and the other similar insurance is the proportion of the loss that the Limit of Insurance applicable to this insurance bears to the total amount of all such insurance.
3. Any Limit of Insurance applicable to this insurance other than that shown in the Declarations is reduced by the same proportion. If such other insurance shown in the Schedule is no longer in effect or does not cover a loss covered by this insurance, the most we will pay for any loss is the amount we would have paid under the provisions of this endorsement had that insurance been in effect or covered the loss.

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

**COINDEMNITY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**SCHEDULE**

Percentage Underwritten	Name of Underwriting Company
%	<b>by:</b>  <b>(Controlling Company)</b>
%	<b>by:</b>
%	<b>by:</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. Company means all the companies shown in the Schedule.
2. Each company will pay not more for any loss than the percentage underwritten by it as shown in the Schedule.
3. Unless any company requests otherwise:
  - a. The giving of notice of loss and the filing of proof of loss with the Controlling Company will be considered in compliance with the terms of this insurance for the giving of notice of loss and the filing of proof of loss if given and filed in accordance with the terms of this insurance.
  - b. Notice of cancellation by you, in accordance with the terms of this insurance, to the Controlling Company will cancel the liability of all companies shown in the Schedule.
4. The Controlling Company may, in accordance with the terms of this insurance, give notice that cancels the entire insurance or, as respects the Employee Theft Insuring Agreement the coverage on any "employee".  
  
This notice will cancel the liability of all companies shown in the Schedule for either the entire insurance or the "employee".
5. Any company other than the Controlling Company may give notice, in accordance with the terms of this insurance, that cancels:
  - a. Its liability for any Insuring Agreement; or
  - b. As respects the Employee Theft Insuring Agreement, the coverage on any "employee".
6. Any such cancellation will not terminate or otherwise affect the liability of the other companies.
6. You may cancel the amount underwritten by any company, other than the Controlling Company by:
  - a. Giving notice of the cancellation to the company; and
  - b. Sending a copy of that notice to the Controlling Company.
7. If the coverage under this insurance is cancelled:
  - a. For one or more companies, then that company or companies will not pay for any loss under this insurance unless the loss is "discovered" during the period of time provided in the Extended Period to Discover Loss Condition of the Coverage Form/Policy.
  - b. No company will pay for a greater proportion of any return premium due than the amount underwritten by that company bears to the Limit of Insurance shown in the Declarations.
  - c. As to any company, that company alone will pay any return premium due on account of the cancellation of coverage.
8. All terms and conditions in this insurance are deemed to be amended to conform to the provisions of this endorsement.

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

## **BINDING ARBITRATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY  
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM  
KIDNAP/RANSOM AND EXTORTION POLICY**

If you and we disagree on the amount of loss, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either party may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two of the arbitrators will be binding.

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

## **NON-BINDING ARBITRATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY  
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM  
KIDNAP/RANSOM AND EXTORTION POLICY**

If you and we disagree on the amount of loss, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either party may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdiction.

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

## **LOSS PAYABLE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

### **SCHEDULE**

**Name of Loss Payee:**

**Address of Loss Payee:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. You agree that any loss payable under this insurance shall be paid to the Loss Payee shown in the Schedule as its interests may appear and any such payment shall constitute payment to you. We agree that we will make all such payments to the Loss Payee, and we will not make any payment solely to you unless we receive a request in writing from the Loss Payee to make such payment to you.
2. This insurance is for your benefit only. It provides no rights or benefits to any other person or organization including the Loss Payee, other than to receive payment for loss as set forth in this endorsement.

Any claim for loss that is covered under this insurance must be presented by you.

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

## **JOINT LOSS PAYABLE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

### **SCHEDULE**

**Name of Loss Payee:**

**Address of Loss Payee:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. You agree that any loss payable under this insurance shall be paid jointly to you and the Loss Payee shown in the Schedule as its interests may appear and any such payment shall constitute payment to you. We agree that we will make all such payments jointly to you and the Loss Payee, and we will not make any payment solely to you unless we receive a request in writing from the Loss Payee to make such payment to you.
2. This insurance is for your benefit only. It provides no rights or benefits to any other person or organization including the Loss Payee, other than to receive payment for loss as set forth in this endorsement.

Any claim for loss that is covered under this insurance must be presented by you.

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

**PROVIDE NOTICE OF CANCELLATION  
TO ANOTHER ENTITY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**SCHEDULE**

<b>Entity</b>	<b>Number of Days</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. If this insurance is cancelled, whether at your request or ours, we will endeavor to provide the entity shown in the Schedule with written notice of such cancellation within the number of days shown in the Schedule.
2. However, failure on our part to provide such notice shall not delay the effective date of cancellation of this insurance.

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

**PROVIDE REQUIRED NOTICE OF CANCELLATION  
TO ANOTHER ENTITY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**SCHEDULE**

<b>Entity</b>	<b>Number of Days</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

If this insurance is cancelled, whether at your request or ours, we will provide the entity shown in the Schedule with written notice of such cancellation. No cancellation of this insurance shall take effect until the entity shown in the Schedule has received such written notice and then only after the number of days shown in the Schedule, unless an earlier date is approved by such entity.

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

**INCLUDE JOINT VENTURE OR PARTNERSHIP  
AS INSURED(S)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

**SCHEDULE**

<b>Joint Venture or Partnership</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. Each joint venture or partnership shown in the Schedule is added as a Named Insured.
2. For any joint venture or partnership shown in the Schedule in which you have an interest, we will pay:
  - (a) Up to the Limit of Insurance if you are legally liable for loss sustained by the joint venture or partnership; or
  - (b) Up to the Limit of Insurance based upon the proportion that your ownership interest in the joint venture or partnership bears to the total interest of all owners, if you are not legally liable for loss sustained by the joint venture or partnership.

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

## **OBLIGEE**

This endorsement modifies insurance provided under the following:

**GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

### **SCHEDULE**

<b>Name of Obligee</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. We agree to indemnify the Obligee shown in the Schedule, for loss covered by this insurance.
2. This insurance may be cancelled by you or by the Obligee shown in the Schedule in accordance with the Cancellation of Policy Condition. If we cancel, we agree to mail our notice to both the Obligee and to you.
3. The **Termination as to Any Employee** Condition is replaced by the following:  
This insurance terminates as to any "employee";
  - a. As soon as:
    - (1) The Obligee or you; or
    - (2) Any official or employee authorized to manage, govern or control your

"employees" who is not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you; or

- b. On the date specified in a notice mailed to both the Obligee and to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. By acceptance of this insurance both the Obligee and you give us notice cancelling any prior insurance as shown in the Declarations.

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME POLICY  
KIDNAP/RANSOM AND EXTORTION POLICY**

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME POLICY**

- A.** We will not pay for loss or damage resulting directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
- 1.** The failure, malfunction or inadequacy of:
    - a.** Any of the following, whether belonging to any insured or to others:
      - (1)** Computer hardware, including microprocessors;
      - (2)** Computer application software;
      - (3)** Computer operating systems and related software;
      - (4)** Computer networks;
      - (5)** Microprocessors (computer chips) not part of any computer system; or
      - (6)** Any other computerized or electronic equipment or components.
    - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;
  - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded cause of loss as described in Paragraph **A.** of this endorsement results in a covered cause of loss under this insurance, we will pay only for the loss or damage.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE DESIGNATED PERSON REQUIRED  
TO HAVE KNOWLEDGE OF LOSS  
(DISCOVERY FORM)**

This endorsement modifies insurance provided under the Discovery Form version of the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**SCHEDULE**

**Position of Designated Person(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The Introductory Paragraph to **Section A. Insuring Agreements** is replaced by the following:

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by a "designated person" during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition.

2. The introductory paragraph of the **Duties in the Event of Loss** Condition is replaced by the following:

After a "designated person" "discovers" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

3. Under the Commercial Crime Coverage Form, Commercial Crime Policy and the Employee Theft And Forgery Policy, the **Extended Period to Discover Loss** Condition is replaced by the following:

We will pay for loss that you sustained prior to the effective date of cancellation of this coverage form/policy which is "discovered" by a "designated person":

- a. No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from

us or another insurer, replacing in whole or in part the coverage afforded under this coverage form/policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- b. No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

4. Under the Government Crime Coverage Form and Government Crime Policy, the **Extended Period to Discover Loss** Condition is replaced by the following:

We will pay for loss that you sustained prior to the effective date of cancellation of this coverage form/policy, which is "discovered" by a "designated person" no later than 60 days from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this coverage form/policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

5. Paragraph (2) of the **Joint Insured** Condition is replaced by the following:

- (2) Knowledge possessed or "discovery" made by a "designated person" of any Insured shall constitute knowledge or "discovery" by all Insureds for all purposes of this coverage form/policy.

6. Under the Commercial Crime Coverage Form, Commercial Crime Policy and the Employee Theft And Forgery Policy, Paragraph (4) of the **Joint Insured** Condition is replaced by the following:

(4) If this coverage form/policy or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by a "designated person":

(a) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this coverage form/policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

(b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

7. Under the Government Crime Coverage Form and Government Crime Policy, Paragraph (4) of the **Joint Insured** Condition is replaced by the following:

(4) If this coverage form/policy or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by a "designated person" no later than 60 days from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this coverage form/policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

8. Paragraph (1) of the **Termination as to Any Employee** Condition is replaced by the following:

(1) As soon as a "designated person" not in collusion with such "employee" learns of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

9. In Section F. Definitions:

a. The definition of "discover" or "discovered" is replaced by the following:

"Discovery", "discover" or "discovered" means the time when a "designated person" first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered by this coverage form/policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discovery", "discover" or "discovered" also means the time when a "designated person" first receives notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances, which, if true, would constitute a loss under this coverage form/policy.

b. The following definition is added:

"Designated person" means:

- (1) Any insurance risk manager;
- (2) An "employee" in your Human Resources Department or its equivalent;
- (3) Any director, trustee, partner, "member" or "manager";
- (4) Any elected, appointed or otherwise titled officer;
- (5) The highest ranking "employee" at the "premises" where such "employee" performs the majority of his or her duties; or
- (6) Any person in a position shown in the Schedule;

of any Insured.

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

**INCLUDE DESIGNATED PERSON REQUIRED  
TO HAVE KNOWLEDGE OF LOSS  
(LOSS SUSTAINED FORM)**

This endorsement modifies insurance provided under the Loss Sustained Form version of the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**SCHEDULE**

**Position of Designated Person(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The introductory paragraph to **Section A. Insuring Agreements** is replaced by the following:

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in the Loss Sustained During Prior Insurance Issued By Us or Any Affiliate Condition or the Loss Sustained During Prior Insurance Not Issued By Us or Any Affiliate Condition, which is "discovered" by a "designated person" during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition.
2. The introductory paragraph of the **Duties in the Event of Loss** Condition is replaced by the following:

After a "designated person" "discovers" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:
3. Under the Commercial Crime Coverage Form, Commercial Crime Policy and the Employee Theft And Forgery Policy, the **Extended Period to Discover Loss** Condition is replaced by the following:

We will pay for loss that you sustained prior to the effective date of cancellation of this coverage form/policy, which is "discovered" by a "designated person":
- a. No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this coverage form/policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- b. No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".
4. Under the Government Crime Coverage Form and Government Crime Policy, the **Extended Period to Discover Loss** Condition is replaced by the following:

We will pay for loss that you sustained prior to the effective date of cancellation of this coverage form/policy, which is "discovered" by a "designated person" no later than 1 year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this coverage form/policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
5. Paragraph (2) of the **Joint Insured** Condition is replaced by the following:

- (2) Knowledge possessed or "discovery" made by a "designated person" of any Insured shall constitute knowledge or "discovery" by all Insureds for all purposes of this coverage form/policy.
6. Under the Commercial Crime Coverage Form, Commercial Crime Policy and the Employee Theft And Forgery Policy, Paragraph (4) of the **Joint Insured** Condition is replaced by the following:
- (4) If this coverage form/policy or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by a "designated person":
- (a) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this coverage form/policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".
7. Under the Government Crime Coverage Form and Government Crime Policy, Paragraph (4) of the **Joint Insured** Condition is replaced by the following:

- (4) If this coverage form/policy or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by a "designated person" no later than 1 year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this coverage form/policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

8. Paragraph (1) of the **Termination as to Any Employee** Condition is replaced by the following:

- (1) As soon as a "designated person" not in collusion with the "employee" learns of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

9. In Section **F. Definitions**:

- a. The definition of "discover" or "discovered" is replaced by the following:

"Discovery", "discover" or "discovered" means the time when a "designated person" first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered by this coverage form/policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discovery", "discover" or "discovered" also means the time when a "designated person" first receives notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances, which, if true, would constitute a loss under this coverage form/policy.

- b. The following definition is added:

"Designated person" means:

- (1) Any insurance risk manager;
- (2) An "employee" in your Human Resources Department or its equivalent;
- (3) Any director, trustee, partner, "member" or "manager";
- (4) Any elected, appointed or otherwise titled officer;
- (5) The highest ranking "employee" at the "premises" where such "employee" performs the majority of his or her duties; or
- (6) Any person in a position shown in the Schedule;

of any Insured.

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

**PROVIDE LIMITED COVERAGE FOR LOSS  
OCCURRING BEFORE RETROACTIVE DATE**

This endorsement modifies insurance provided under the Discovery Form version of the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**SCHEDULE**

<b>Named Insured:</b>
<b>Joint Insured(s):</b>
<b>Entity(ies), Assets or Liabilities:</b>
<b>Retroactive Date:</b> 12:01 A.M. on:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**1. The following is added to Section E. Conditions:**

**a. Retroactive Date for Named Insured**

If the Retroactive Date shown in the Schedule applies to the Named Insured as indicated in the Schedule, the first paragraph of Section **A. Insuring Agreements** is replaced by the following:

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place:

- (1)** In its entirety after the Retroactive Date; or
- (2)** Partly before and partly after the Retroactive Date;

shown in the Schedule, which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition.

**b. Retroactive Date for Joint Insured**

If the Retroactive Date shown in the Schedule applies to a Joint Insured(s) shown in the Schedule, the first paragraph of Section **A. Insuring Agreements** shall be deemed amended as respects such Joint Insured(s) as follows:

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" involving the Joint Insured(s) shown in the Schedule, taking place either:

- (1)** In its entirety after the Retroactive Date; or
- (2)** Partly before and partly after the Retroactive Date;

shown in the Schedule, which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition.

**c. Retroactive Date for an Entity Acquired Through Consolidation, Merger or Acquisition**

If the Retroactive Date shown in the Schedule applies to an entity(ies) shown in the Schedule which is acquired through consolidation or merger, or in which you purchased or acquired assets or liabilities, the first paragraph of Section **A. Insuring Agreements** shall be deemed amended as respects such entity(ies) or assets or liabilities, as follows:

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" involving the entity(ies) shown in the Schedule, taking place either:

- (1) In its entirety after the Retroactive Date; or
- (2) Partly before and partly after the Retroactive Date;

shown in the Schedule, which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition.

**2. The definition of "occurrence" is replaced by the following:**

"Occurrence" means:

- a. Under Insuring Agreement A.1.:**
  - (1) An individual act;

- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, before the Retroactive Date, after the Retroactive Date or both.

**b. Under Insuring Agreement A.2.:**

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, before the Retroactive Date, after the Retroactive Date or both.

**c. Under All Other Insuring Agreements:**

- (1) An individual act or event;
- (2) The combined total of all separate acts or events whether or not related; or
- (3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, before the Retroactive Date, after the Retroactive Date or both.

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

## **LOSS REPORTING THRESHOLD**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

The **Duties in the Event of Loss** Condition is replaced by the following:

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1)** Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under the Employee Theft Insuring Agreement or the Forgery or Alteration Insuring Agreement) involves a violation of law, you must also notify the local law enforcement authorities.
- (2)** For losses covered under any Insuring Agreement, we will waive the requirement that you notify us as soon as possible if the amount of loss, in your best estimation, does not exceed the percentage of the deductible amount over which losses must be reported as shown in the Declarations. If, however, you later determine that

such loss does in fact exceed this percentage, then you shall notify us as soon as possible, not to exceed 15 days from the date such determination was made.

- (3)** Submit to examination under oath at our request and give us a signed statement of your answers.
- (4)** Produce for our examination all pertinent records.
- (5)** Give us a detailed sworn proof of loss within 120 days:
  - (a)** From the date you "discovered" the loss; or
  - (b)** From the date you determined that the loss exceeded the deductible amount as provided in Paragraph **(2)**.
- (6)** Cooperate with us in the investigation and settlement of any claim.

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

## **PROVIDE AUTOMATIC COVERAGE FOR ACQUIRED ENTITIES**

This endorsement modifies insurance provided under the **Discovery** version of the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

### **SCHEDULE**

<b>Percentage of Total Assets:</b>	<b>%</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The **Consolidation - Merger or Acquisition** Condition is replaced by the following:

- a.** Except as provided in Paragraph **b.** If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:
- (1)** You must give us written notice and obtain our written consent to extend the coverage provided by this coverage form/policy to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but
  - (2)** For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this coverage form/policy shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided, that all "occurrences" causing or contributing to a loss involving
- such consolidation, merger or purchase or acquisition of assets or liabilities must occur after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.
- b.** For entities you acquire in which you own greater than 50% of the voting stock or voting rights, coverage under this coverage form/policy shall automatically become effective on the date of such acquisition with no additional premium required, provided:
- (1)** All "occurrence" causing or contributing to a loss involving the acquired entity must take place after the effective date of such acquisition; and
  - (2)** The assets of the acquired entity do not exceed the percentage shown in the Schedule of your total assets as reflected in your most recent calendar quarter consolidated financial statements immediately preceding the effective date of the coverage form/policy.

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

**PROVIDE VARYING DEDUCTIBLES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
 COMMERCIAL CRIME POLICY  
 EMPLOYEE THEFT AND FORGERY POLICY  
 GOVERNMENT CRIME COVERAGE FORM  
 GOVERNMENT CRIME POLICY**

**SCHEDULE**

<b>Insuring Agreement:</b>	<b>Deductible Amount</b>
<b>Group 1. Named Insured(s):</b>	\$
<b>Group 2. Named Insured(s):</b>	\$
<b>Insuring Agreement:</b>	<b>Deductible Amount</b>
<b>Group 1. Named Insured(s):</b>	\$
<b>Group 2. Named Insured(s):</b>	\$
<b>Insuring Agreement:</b>	<b>Deductible Amount</b>
<b>Group 1. Named Insured(s):</b>	\$
<b>Group 2. Named Insured(s):</b>	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Section **C. Deductible**:

**a.** The Deductible Amount(s) shown in the Schedule for the corresponding Insuring Agreement(s) apply to each of the Insureds listed within each group.

**b.** In the event of a loss involving two or more Insureds with different deductibles, the highest Deductible Amount applicable to any of the Insureds involved in the loss shall apply.

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

## **ADD PROTECTIVE DEVICES OR SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

### **SCHEDULE**

<b>Address Of Premises:</b>		
<b>Items Applicable:</b>		
<b>Item 1.</b> <input type="checkbox"/> The burglar alarm system shown below will be: <b>a.</b> Maintained in proper working order; and <b>b.</b> Connected at all times; when the "premises" is not open for business.		
<b>Name of Alarm Company:</b>		<b>UL Classification:</b>
<b>Alarm Company Has Keys</b>	<b>Type of Alarm</b>	<b>Certificate No.</b>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Premises <input type="checkbox"/> Safe or Vault	<b>Eff.</b> <b>Exp.</b>
<b>Connected With:</b>		
<b>Outside Central Station</b>	<b>Outside Gong</b>	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**Item 2.**  \_\_\_\_\_ private "watchperson(s)"  
 (state the number)  
 with no other duties, that you employ exclusively, will be on duty inside the "premises" while closed for business. Each will make at least hourly rounds and will:

a. Register at least hourly on a clock  Yes  No  
 or  
 b. Signal a central station  Yes  No

at least hourly  Yes  No

**Item 3.**  The "premises" is equipped with a bullet resisting enclosure for which you hold an unexpired Underwriters' Laboratories, Inc. certificate.

**Item 4.**  The "premises" is equipped with a bullet resisting enclosure and alarm system for which you hold an unexpired Underwriters' Laboratories, Inc. certificate.

**Item 5.**  \_\_\_\_\_ Guard(s)  
 (state the number)  
 will be on duty inside the "premises" or at its door while regularly open for business.

**Item 6.**  The "premises" is equipped with a holdup alarm connected with:  
 A central station.  
 A police station with one regular police officer on duty at all times.  
 A local gong inside or outside the "premises".

**Item 7.**  Insured:  
 Does hold an unexpired Underwriters' Laboratories, Inc. certificate.  
 Does not hold an unexpired Underwriters' Laboratories, Inc. certificate.

**Item 8.**  Covered property will be conveyed outside the "premises" in the following:  
 A locked safe or chest bolted or welded inside a vehicle.  
 An Underwriters' Laboratories, Inc. approved messenger protective bag.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The devices or services indicated as applicable in the Schedule will be maintained at all times during the policy period.
2. This insurance ceases during any period you fail to maintain the indicated devices or services, but only as respects any "premises" or "messengers" affected, for the time of discontinuance.

However, if for reasons beyond your control:

- a. You fail to maintain the alarm system shown in the Schedule but, until that alarm system has been restored, you provide at

least one "watchperson" in addition to any number of "watchpersons" specified in this endorsement, this insurance will continue to apply.

- b. You fail to maintain any other device or service shown in the Schedule, the insurance provided by the applicable Insuring Agreement will apply only in the reduced amount that the premium for this insurance would have purchased in the absence of your agreement to maintain the device or service.

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

## **CHANGE IN CONTROL OF THE INSURED - NOTICE TO THE COMPANY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

1. The following Condition is added to Section **E. Conditions:**

**Change In Control - Notice To Us**

- a. When you learn of a change in control, you shall give us written notice as soon as possible, but not to exceed 60 days from the date of such change in control.
- b. As used in this Condition, control means the power to determine the management or policy of the Insured or of a controlling holding company by virtue of voting stock ownership. A change in ownership of voting stock which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 10% of such stock shall be presumed to result in a change of control for the purpose of the required notice.
- c. Failure to give the required notice shall result in cancellation of coverage for any loss involving a transferee, to be effective upon the date of the stock transfer.
- d. A change in ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of the voting stock of the first Named Insured shall cause this coverage form/policy to be cancelled as set forth in Paragraphs **2** and **3**.

2. Under the **Commercial Crime Policy** and the **Employee Theft and Forgery Policy**, the following is added to Paragraph **(2)** of the Cancellation of Policy **Condition E.1.b.:**

This policy is cancelled immediately upon the effective date of the first Named Insured being acquired by another entity. Acquired means a change in control where the power to determine the management or policy of the first Named Insured has changed by virtue of a change of ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of its voting stock, regardless as to the changes to the core functions of the acquired entity.

3. Under the **Commercial Crime Coverage Form**, the following Condition is added to Section **E. Conditions:**

**CANCELLATION OF COVERAGE**

This coverage form is cancelled immediately upon the effective date of the first Named Insured being acquired by another entity. Acquired means a change in control where the power to determine the management or policy of the first Named Insured has changed by virtue of a change of ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of its voting stock, regardless as to the changes to the core functions of the acquired entity.

4. Paragraph **(1)** of the **Joint Insured** Condition is replaced by the following:
- (1)** If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this coverage form/policy.

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

**EXCLUDE DESIGNATED PERSONS OR CLASSES  
OF PERSONS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft Insuring Agreement:

**SCHEDULE**

<b>Persons or Classes of Persons</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

"Employee" does not include any person named  
or class of persons shown in the Schedule.

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

## **INCLUDE DESIGNATED AGENTS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft Insuring Agreement:

### **SCHEDULE**

<b>Capacity of Agent</b>	<b>Limit of Insurance</b>
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. The definition of "Employee" is amended to include each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity shown in the Schedule while acting on your behalf or while in possession of covered property. These natural persons, partnerships or corporations are not covered for faithful performance of duty, even in the event that this insurance may have been amended by endorsement to provide such coverage on other "employees". Only coverage for "theft" applies to the agents scheduled above.
2. Each such agent and the partners, officers and employees of that agent are considered to be, collectively, one "employee" for the purposes of this insurance. However, the Termination as to Any Employee Condition applies individually to each of them.
3. The most we will pay under this insurance for loss caused by an agent included as an "employee" by this endorsement is the Limit of Insurance shown in the Schedule. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations as applicable to the Employee Theft Insuring Agreement.



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

**INCLUDE MEMBERS OF A LIMITED LIABILITY  
COMPANY AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

and applies to the Employee Theft Insuring Agreement:

**SCHEDULE**

<b>Included Members</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The definition of "employee" is amended to include any natural person who is a "member" of a limited liability company that is an Insured and who is shown in the Schedule.
2. The **Acts Committed by You, Your Partners or Your Members** Exclusion is replaced by the following:  
  
Loss resulting from "theft" or any other dishonest act committed by:
  - a. You; or
  - b. Any of your partners or "members", except a "member" who has been included as an "employee" by this endorsement, whether acting alone or in collusion with other persons.
3. We will not pay for loss caused by any "member" included as an "employee" by this en-

dorsement unless the amount of that loss exceeds the sum of:

- a. Any amounts you owe that "member";
- b. The value of that "member's" membership interest in the limited liability company insured under this insurance as determined by the closing of that limited liability company's books on the date that the loss was "discovered" by that limited liability company or any of its "members" not in collusion with the "member" causing the loss; and
- c. Any applicable Deductible Amount.

We will then pay the amount of loss excess of that sum, up to the Limit of Insurance applicable to the Employee Theft Insuring Agreement,

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

**INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED  
COMMITTEES AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**SCHEDULE**

<b>Names of Committees</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include any natural person, whether or not compensated, while performing services for you as the chairperson, or a member of any committee named in the Schedule.

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

**INCLUDE SPECIFIED NON-COMPENSATED  
OFFICERS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**SCHEDULE**

<b>Names or Titles of Non-Compensated Officers</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include your non-compensated officers shown in the Schedule.

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

## **INCLUDE VOLUNTEER WORKERS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

The definition of "employee" is amended to include any non-compensated natural person:

1. Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee"; or
2. While acting as a fund solicitor during fund raising campaigns.

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

**INCLUDE VOLUNTEER WORKERS OTHER THAN FUND  
SOLICITORS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

The definition of "employee" is amended to include any non-compensated natural person other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee".

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

**INCLUDE THE SPOUSE AND CHILDREN OF BUILDING  
MANAGER, SUPERINTENDENT OR JANITOR AS  
EMPLOYEES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

The definition of "Employee" is amended to include the spouse of and the children over 18 years old who reside with any "employee" who is a building manager, superintendent or janitor.

Each such family is considered to be, collectively, one "employee" for the purposes of this insurance, except that the Termination as to Any Employee Condition applies individually to the spouse and children.

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

**INCLUDE TREASURERS OR TAX COLLECTORS  
AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

**GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**SCHEDULE**

<b>Treasurers or Tax Collectors</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The definition of "employee" is amended to include your treasurers or tax collectors shown in the Schedule.
2. Exclusion **D.2.d. Treasurers or Tax Collectors** is deleted.

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

## **INCLUDE STUDENTS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

**GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft Insuring Agreement:

1. The definition of "employee" is amended to include any student enrolled in a school under your jurisdiction while the student is handling or has possession of property or funds in connection with sanctioned students activities.
2. Exclusion **D.2.d. Treasurers or Tax Collectors** is deleted.

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

**INCLUDE OFFICERS AND EMPLOYEES OF FEDERAL  
RESERVE BANK ACTING AS EFTS  
AGENT AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

The definition of "employee" is amended to include any officer or employee of a Federal Reserve Bank that acts as your agent for the operation of an electronic fund transfer system, but only while those persons are acting on your behalf or have the care and custody of covered property.

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

**AMEND DEFINITION OF EMPLOYEE TO COMPLY WITH  
LABOR - MANAGEMENT REPORTING AND DISCLOSURE  
ACT OF 1959**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

The definition of "employee" is amended to include:

1. All of your non-compensated officers; and
2. All of your non-compensated dues collectors, shop stewards and shop chairpersons.

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

## **ADD TRADING COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft Insuring Agreement:

### **SCHEDULE**

<b>Limit of Insurance: \$</b>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The **Trading** Exclusion in Section **D.2.** is replaced by the following:

We will not pay for loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account. However, if a Limit of Insurance is shown in the Schedule, we will pay up to that amount for loss resulting directly from trading in a genuine account. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations.

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

## **ADD WAREHOUSE RECEIPTS COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

and applies to the Employee Theft Insuring Agreement:

### **SCHEDULE**

<b>Limit of Insurance: \$</b>
-------------------------------

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

Exclusion **D.2.c. Warehouse Receipts** is replaced by the following:

We will not pay for loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel a warehouse receipt or any papers connected with it. However, if a Limit of Insurance is shown in the Schedule, we will pay up to that amount for loss resulting directly from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel a warehouse receipt or papers connected with it. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations.

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

## **ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

and applies to the Employee Theft Insuring Agreement:

- 1.** The following is added to the **Employee Theft Insuring Agreement**:

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by your constitution and by-laws or resolution of your governing body, including inability to faithfully perform those duties be-

cause of a criminal act committed by a person other than an "employee".

- 2.** The following Exclusion is added to Section **D.2. Exclusions**:

Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.

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

## **ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES**

This endorsement modifies insurance provided under the following:

**GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreements designated below:

### **SCHEDULE**

	<b>Insuring Agreement</b>	<b>Limit of Insurance</b>
<input type="checkbox"/>	<b>Employee Theft - Per Loss Coverage</b>	<b>\$</b>
<input type="checkbox"/>	<b>Employee Theft - Per Employee Coverage</b>	<b>\$</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

1. The following is added to the Employee Theft Insuring Agreement designated above:
 

We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit of Insurance shown in the Schedule. That Limit, is part of, not in addition to, the Limit of Insurance shown in the Declarations.
2. The following exclusions are added to Section **D.2, Exclusions**:
  - a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
  - b. Damages for which you are legally liable as a result of:
    - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
    - (2) The tortious conduct of an "employee", except the conversion of property of other parties held by you in any capacity.
3. The **Indemnification** Condition is replaced by the following:
 

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.
4. Part **(I)** of the **Termination as to Any Employee** Condition is replaced by the following:
  - (1) As soon as:
    - (a) You; or
    - (b) Any official or employee authorized to manage, govern or control your "employees" learn of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee Theft Insuring Agreement, as amended by this endorsement.

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

## **ADD CREDIT, DEBIT OR CHARGE CARD FORGERY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Forgery or Alteration Insuring Agreement:

### **SCHEDULE**

<b>Limit of Insurance</b>	<b>Covered Instruments</b>
\$	<input type="checkbox"/> Includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
	<input type="checkbox"/> Limited to written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. Covered Instruments either includes or is limited to, whichever is indicated as applicable in the Schedule, written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
2. The most we will pay in any one "occurrence" is the Limit of Insurance shown in the Schedule.
3. The following exclusion is added to Section D.:

The Forgery or Alteration Insuring Agreement does not apply to:

#### **NON-COMPLIANCE WITH CREDIT, DEBIT OR CHARGE CARD ISSUER'S REQUIREMENTS**

Loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

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

## **ADD WAREHOUSE RECEIPTS FORGERY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

and applies to the Forgery or Alteration Insuring Agreement:

### **SCHEDULE**

<b>Limit of Insurance</b>	<b>Covered Instruments</b>
\$	<input type="checkbox"/> Includes "warehouse receipts" and "withdrawal orders".
	<input type="checkbox"/> Limited to "warehouse receipts" and "withdrawal orders".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. Covered Instruments either includes or is limited to, whichever is indicated as applicable in the Schedule, "warehouse receipts" and "withdrawal orders".
2. The most we will pay in any one "occurrence" is the Limit of Insurance shown in the Schedule.
3. The following definitions are added to Section **F. Definitions**:
  - a. "Warehouse receipt" means an instrument that you issued or purportedly issued at any of your offices that evidences or purports to evidence receipt by or deposit with you of goods, wares, merchandise or commodities.
  - b. "Withdrawal order" means a written order directed to you that you receive at any of your offices that is drawn or purports to be drawn by or under authority from the owner, assignee or transferee of any "warehouse receipt".

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

**INCLUDE PERSONAL ACCOUNTS OF  
SPECIFIED PERSONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

and applies to the Forgery or Alteration Insuring Agreement:

**SCHEDULE**

<b>Name of Person</b>	<b>Limit of Insurance</b>
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Each person named in the Schedule is an Insured under the Forgery or Alteration Insuring Agreement, but only for loss involving covered instruments of that person's personal account and is subject to the Limit of Insurance shown in the Schedule. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations.

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

## **EXCLUDE CERTAIN RISKS INHERENT IN INSURANCE OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

and applies to the Employee Theft Insuring Agreement:

The following Exclusion is added to Paragraph  
**D.2. Exclusions:**

We will not pay for loss resulting from contractual or extra-contractual liability sustained by you in connection with the issuance of contracts or purported contracts of insurance, indemnity or suretyship.

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

## **EXCLUDE HIGH-GRADING LOSS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

and applies to the Employee Theft Insuring Agreement:

Covered property does not include any precious metals, precious stones or ores containing those materials unless they have been received by an "employee" authorized to do so and placed in a safe or vault for safekeeping.

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

**EXCLUDE UNAUTHORIZED ADVANCES,  
REQUIRE ANNUAL AUDIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

and applies to the Employee Theft Insuring Agreement:

1. We will not pay for loss resulting from any unauthorized advances made by an "employee" to any member for delinquent dues or assessments.
2. You agree to make or cause to be made, at least annually, an audit of your books and accounts, including complete verification of all securities and bank balances, pertaining to each "employee".

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

**RURAL UTILITIES SERVICE  
BORROWING CORPORATIONS - LIMIT AMOUNT OF  
INSURANCE ON COLLECTION AGENTS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

and applies to the Employee Theft Insuring Agreement:

**SCHEDULE**

<b>Limit of Insurance: \$</b>
-------------------------------

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The most we will pay for loss caused by any collection agent included as an "employee" is the Limit of Insurance shown in the Schedule. That Limit is part of, not in addition to, the Limit of Insurance shown in the Declarations.

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

## **RURAL UTILITIES SERVICE JOINT INSURED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

1. Paragraphs **(1)** and **(2)** of the **Joint Insured** Condition are replaced by the following:
  - (1)** If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

Payment by us will be made to the first Named Insured for the use and benefit of the Insured sustaining the loss.
  - (2)** If any Insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured, except that in the case of a borrowing corporation from the Rural Utilities Service, knowledge of any information relevant to this insurance shall be deemed to mean knowledge of such information by the Insured sustaining the loss.
2. Paragraph **(1)** of the **Termination as to Any Employee** Condition is replaced by the following:
  - (1)** As soon as:
    - (a)** The Rural Utilities Service;
    - (b)** The borrowing corporation employing such "employee"; or
    - (c)** Any of the partners, officers or directors of the Rural Utilities Service or the borrowing corporation not in collusion with the "employee";learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by the borrowing corporation.

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

## **RURAL UTILITIES SERVICE REGULATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

1. Paragraph 2. of the **Cancellation** Condition of the **Common Policy** Conditions or Paragraph 2. of the **Cancellation of Policy** Condition is replaced with the following:

We may cancel this policy by mailing or delivering to the first Named Insured and to the Rural Utilities Service written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason;

and by inserting a new section as follows:

**NOTICES**

It is agreed that settlement of any claim under this policy shall be made by check or draft payable to you, but no settlement shall be made without prior written approval of the Rural Utilities Service. It is further agreed that if you cancel this policy, the Rural Utilities Service may, within 10 days after we receive such notice from you, advise us that the cancellation notice is inoperative. In such case, coverage shall continue as if such notice of cancellation had never been sent. Notices, approvals, and requests required by the provisions of this policy shall be sent as follows:

1. To us, at our home office,
  2. To you, addressed to you at the city or town in which your principal office is located.
  3. To the Rural Utilities Service, addressed to the United States Department of Agriculture, Washington, DC, 20250.
2. The **Duties in the Event of Loss** Condition is replaced by the following:

After you or the Rural Utilities Service "discover" a loss or situation that may result in loss of or damage to covered property either you or the Rural Utilities Service must:

- a. Notify us as soon as possible.

- b. Submit to examination under oath at our request and give us a signed statement of answers.
- c. Produce for our examination all pertinent records.
- d. Give us a detailed, sworn proof of loss within 4 months.
- e. Cooperate with us in the investigation and settlement of any claim.

Prior discovery of loss by you shall not affect the right of the Rural Utilities Service to notify us of loss, and to file proof of loss even though such prior discovery by you may have occurred more than 4 months prior to the discovery of the loss by the Rural Utilities Service.

3. The **Legal Action Against Us** Condition is replaced by the following:

You or the Rural Utilities Service may not bring legal action against us involving loss:

- a. Unless all the terms of this insurance have been complied with.
- b. Until 60 days after proof of loss has been filed with us.
- c. Unless brought within 2 years from the date the loss is "discovered" by you or the Rural Utilities Service.

4. The following conditions are added to Section **E. Conditions**:

- a. Any action, approval or consent which by the provisions of this policy is required to be taken or signed by the Rural Utilities Service shall be effective if taken or signed by the Administrator of the Rural Utilities Service or by his or her authorized representative.
- b. Discovery by you shall be deemed to mean discovery by any officer or "employee" of the Insured not in collusion with the "employee" responsible for the loss, and discovery by the Rural Utilities Service shall be deemed to mean discovery by an employee, agent or attorney of the Rural Utilities Service not in collu-

sion with the "employee" responsible for the loss.

5. The definition of "Employee" is amended to include any natural person who is a non-salaried officer or collection agent in your service.
6. Paragraph **2.a.** of the **Termination as to Any Employee** Condition is replaced by the following:
  1. This insurance terminates as to any "employee" as soon as:
    - (a) You; or

(b) Any of your partners or officers thereof not in collusion with such "employee"; or

(c) The Rural Utilities Service;

learn of "theft" or any other dishonest act on the part of such "employee"; whether before or after becoming employed by you.

2. At 12:01 a.m., Standard Time, upon the effective date specified in a written notice served upon you and the Rural Utilities Service or sent by registered mail to you and the Rural Utilities Service.

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

## **INSURED AT MILITARY CENTER**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

1. The definition of "employee" is amended to include any personnel of the Armed Services of the United States of America or of any Department of the United States Government, while performing duties for you.
2. If you submit a proof of loss for a claim, it is not necessary that you supply information involving the security of the United States of America.
3. The report of a board of officers, appointed in accordance with regulations, shall be binding in the settlement of any claim under this in-

surance. However, we have the right at any time within 10 days from receipt of the board's report to notify you that we wish to make our own investigation, except as to matters involving the security of the United States of America. After our own investigation we may disagree with the board's findings and in that case the matter shall be referred to three disinterested arbitrators. Our failure to request arbitration within 30 days from receipt of the proof of loss shall constitute a waiver of our right to request arbitration.

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

## **BANKS FOR COOPERATIVES AND FEDERAL INTERMEDIATE CREDIT BANKS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY**

and applies to the Employee Theft Insuring Agreement:

### **SCHEDULE**

**Bank for Cooperatives:**

**Federal Intermediate Credit Bank of:**

**Days' Advance Notice:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. You agree that any payment made by us because of loss covered under the terms of the Employee Theft Insuring Agreement shall be made to the banks shown in the Schedule above, and that such payment will constitute payment to you. We agree to make any such payment to the banks unless we receive written notice from the banks to make payment to you.
2. We agree that if, because of any act or neglect of yours, you allow the Employee Theft Insuring Agreement to be invalidated, suspended or terminated, that will not be a defense against our paying an otherwise valid claim. However, if the act or neglect causing the invalidation, suspension or termination is not "discovered" by the banks for a period of two years after the occurrence of such act or neglect then we have no obligation to make payment. You agree to hold us harmless from any and all loss we may incur under the terms of this paragraph if there has been an invalidation, suspension or termination of coverage because of your act or neglect.
3. We agree that if we terminate or cancel the Employee Theft Insuring Agreement, we will give advance notice in writing to the banks as shown in the Schedule.

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

**ADD BLANKET EXCESS LIMIT OF INSURANCE  
FOR SPECIFIED JOINT INSURED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft Insuring Agreement:

**SCHEDULE**

Insured	Blanket Excess Limit of Insurance
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. The Blanket Excess Limit of Insurance shown in the Schedule applies in addition to the Limit of Insurance shown in the Declarations, but only to that part of any loss that exceeds the Limit of Insurance shown in the Declarations plus any applicable Deductible Amount.
2. The Blanket Excess Limit of Insurance applies only to loss caused by or involving an "employee" who is an "employee" of any Insured shown in the Schedule.
3. Paragraph **(3)** of the Joint Insured Condition does not apply as respects this Blanket Excess Limit of Insurance.

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

**PROVIDE EMPLOYEE THEFT COVERAGE EXCESS OVER  
A STATUTORY BOND REQUIREMENT**

This endorsement modifies insurance provided under the following:

**GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft Insuring Agreement:

1. We will pay for loss caused by any "employee" required by law to be individually bonded which is in excess of the amount of such individual bond requirement, whether or not such individual bond is in force or is valid and collectible.  
  
Exclusion **D.2.a. Bonded Employee** is deleted.
2. We will pay for loss caused by a treasurer or tax collector which is in excess of the amount of any individual bond requirement, whether or not such individual bond is in force or valid and collectible.  
  
Exclusion **D.2.d. Treasurers or Tax Collectors** is deleted.

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

## **EMPLOYEE THEFT - PER LOSS EXCESS OVER EMPLOYEE THEFT - PER EMPLOYEE**

This endorsement modifies insurance provided under the following:

**GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft Insuring Agreement(s):

- 1.** In the event that you sustain a loss through "theft" by an "employee", we will first pay under the terms of Insuring Agreement **2**, Employee Theft - Per Employee up to the Limit of Insurance shown in the Declarations.
- 2.** If the amount of loss sustained through "theft" by an "employee" is in excess of the amount paid to you under Paragraph **1**. above, we will also pay to you an additional amount up to the Limit of Insurance shown in the Declarations for Insuring Agreement **1**. Employee Theft - Per Loss.
- 3.** Any amount we pay to you will reflect the Deductible Amount applicable to each "employee" causing loss by the terms of Insuring Agreement **2**. Employee Theft - Per Employee. The amount we pay to you will be reduced by the Deductible Amount applicable to each "employee" involved.
- 4.** The Deductible Amount applicable to Insuring Agreement **1**. **Employee Theft - Per Loss** does not apply.

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

**ADD SCHEDULE EXCESS LIMIT OF INSURANCE  
FOR SPECIFIED EMPLOYEES OR POSITIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft Insuring Agreement:

**SCHEDULE**

Item No.	Name Schedule Coverage			Excess Limit of Insurance Each "Employee"
	Names of Covered "Employees"			
Item No.	Position Schedule Coverage			
	Titles of Covered Positions	Location of Covered Positions	No. of "Employees" Each Position	Excess Limit of Insurance Each "Employee"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The Excess Limit of Insurance shown in the Schedule applies to each "employee" who is named or who holds a position shown in the Schedule opposite that limit.
2. The Excess Limit of Insurance applies only to that part of any covered loss that exceeds the Limit of Insurance shown in the Declarations for the Employee Theft Insuring Agreement plus any applicable Deductible Amount.
3. The Excess Limit of Insurance applies only to loss caused by an identified "employee".
4. If the Excess Limit of Insurance is scheduled on a position basis, the most we will pay for an "employee" holding more than one position is the largest Excess Limit of Insurance in effect and applicable to any one of those positions at the time of loss.

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

**ADD SCHEDULE EXCESS LIMIT OF INSURANCE  
FOR SPECIFIED EMPLOYEES OR POSITIONS  
FOR EMPLOYEE THEFT ONLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft Insuring Agreement:

**SCHEDULE**

Item No.	Name Schedule Coverage			
	Names of Covered "Employees"		Excess Limit of Insurance Each "Employee"	
Item No.	Position Schedule Coverage			
	Titles of Covered Positions	Location of Covered Positions	No. of "Employees" Each Position	Excess Limit of Insurance Each "Employee"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- The Excess Limit of Insurance shown in the Schedule applies to each "employee" who is named or who holds a position shown in the Schedule opposite that limit.
- The Excess Limit of Insurance applies only to that part of any covered loss that exceeds the Limit of Insurance shown in the Declarations for the Employee Theft Insuring Agreement plus any applicable Deductible Amount.
- The Excess Limit of Insurance applies only to loss caused by an identified "employee".
- If the Excess Limit of Insurance is scheduled on a position basis, the most we will pay for an "employee" holding more than one position is the largest Excess Limit of Insurance in effect and applicable to any one of those positions at the time of loss.
- The Excess Limit of Insurance applies only to loss you sustain through "theft" by an "employee".

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

## **CHANGE SCHEDULE (DISCOVERY FORM)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft - Name or Position Schedule Insuring Agreement:

### **SCHEDULE**

<b>Item No.</b>	<b>Name Schedule Coverage</b>		
	<b>Names of Covered "Employees"</b>	<b>Limit of Insurance Each "Employee"</b>	<b>Deductible Amount</b>
	<b>Add</b>	\$	\$
		\$	\$
		\$	\$
	<b>Delete</b>	\$	\$
		\$	\$
		\$	\$

Item No.	Position Schedule Coverage				
	Titles of Covered Positions	Location of Covered Positions	No. of "Employees" Each Position	Limit of Insurance Each "Employee"	Deductible Amount
	<b>Add</b>			\$	\$
				\$	\$
				\$	\$
	<b>Delete</b>			\$	\$
				\$	\$
				\$	\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The item or items shown in the Schedule above are an addition to or a deletion from the item or items appearing in the Schedule of the Employee Theft Name or Position Schedule Insuring Agreement, or a prior version of this Endorsement **CR 25 36**.

2. Application of changes affected by this endorsement:

**a. All Changes Other Than in Paragraph b.**

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you on or after the Effective Date of Change. However, if

a retroactive date endorsement is used, the provisions of that endorsement are controlling.

**b. Deletion of a Name or Title**

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place:

- (1) On or after the Effective Date of Change which is "discovered" by you after the Effective Date of change; and also
- (2) Before the Effective Date of Change if "discovered" by you after 60 days from that date.

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

## **CHANGE SCHEDULE (LOSS SUSTAINED FORM)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft - Name or Position Schedule Insuring Agreement:

### **SCHEDULE**

Item No.	Name Schedule Coverage				
	Names of Covered "Employees"	Limit of Insurance Each "Employee"	Deductible Amount		
	<b>ADD</b>	\$	\$		
		\$	\$		
		\$	\$		
	<b>Delete</b>	\$	\$		
		\$	\$		
		\$	\$		
Item No.	Position Schedule Coverage				
	Titles of Covered Positions	Location of Covered Positions	No. of "Employees" Each Position	Limit of Insurance Each "Employee"	Deductible Amount
	<b>Add</b>			\$	\$
				\$	\$
				\$	\$
	<b>Delete</b>			\$	\$
				\$	\$
				\$	\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The item or items shown in the Schedule above are an addition to or a deletion from the item or items appearing in the Schedule of the Employee Theft Name or Position Schedule Insuring Agreement, or a prior version of this Endorsement **CR 25 37**.

2. Application of changes affected by this endorsement:

**a. Addition of a Name or Title, Increase in Limit of Insurance, or Decrease in Deductible Amount**

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place on or after the Effective Date of Change which is "discovered" by you after the Effective Date of change.

**b. Addition of a Deductible or Increase in Deductible Amount**

This change applies to loss or damage that you sustain resulting directly from an

"occurrence" taking place at any time, whether before or after the Effective Date of Change which is "discovered" by you after the Effective Date of change.

**c. Deletion of a Name or Title or Decrease in Limit of Insurance**

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place:

(1) On or after the Effective Date of Change which is "discovered" by you after the Effective Date of change; and also

(2) Before the Effective Date of Change if "discovered" by you after 1 year from that date.

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

**CHANGE SCHEDULE  
EXCESS LIMIT OF INSURANCE FOR SPECIFIED  
EMPLOYEES OR POSITIONS  
(DISCOVERY FORM)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft Insuring Agreement when amended by an Add Schedule Excess Limit of Insurance for Specified Employees or Positions Endorsement:

**SCHEDULE**

Item No.	Name Schedule Coverage	
	Names of Covered "Employees"	Excess Limit of Insurance Each "Employee"
	<b>Add</b>	\$
		\$
		\$
	<b>Delete</b>	\$
		\$
		\$

Item No.	Position Schedule Coverage			
	Titles of Covered Positions	Location of Covered Positions	No. of "Employees" Each Position	Excess Limit of Insurance Each "Employee"
	<b>Add</b>			\$
				\$
				\$
	<b>Delete</b>			\$
				\$
				\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The item or items shown in the Schedule above are an addition to or a deletion from the item or items appearing in the Schedule of the Excess Limit of Insurance for Specified Employees or Positions Endorsement **CR 25 34** or **CR 25 35**, or a prior version of this Endorsement **CR 25 38**.

2. Application of changes affected by this endorsement:

**a. All Changes Other Than in Paragraph b.**

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you on or after the Effective Date of Change. However, if

a retroactive date endorsement is used, the provisions of that endorsement are controlling.

**b. Deletion of a Name or Title**

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place:

- (1) On or after the Effective Date of Change which is "discovered" by you after the Effective Date of change; and also
- (2) Before the Effective Date of Change if "discovered" by you after 60 days from that date.

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

**CHANGE SCHEDULE  
EXCESS LIMIT OF INSURANCE FOR SPECIFIED  
EMPLOYEES OR POSITIONS  
(LOSS SUSTAINED FORM)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft Insuring Agreement when amended by an Add Schedule Excess Limit of Insurance for Specified Employees or Positions Endorsement:

**SCHEDULE**

<b>Name Schedule Coverage</b>		
<b>Item No.</b>	<b>Names of Covered "Employees"</b>	<b>Excess Limit of Insurance Each "Employee"</b>
	<b>Add</b>	\$
		\$
		\$
	<b>Delete</b>	\$
		\$
		\$

Item No.	Position Schedule Coverage			
	Titles of Covered Positions	Location of Covered Positions	No. of "Employees" Each Position	Excess Limit of Insurance Each "Employee"
	<b>Add</b>			\$
				\$
				\$
	<b>Delete</b>			\$
				\$
				\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The item or items shown in the Schedule above are an addition to or a deletion from the item or items appearing in the Schedule of the Excess Limit of Insurance for Specified Employees or Positions Endorsement **CR 25 34** or **CR 25 35**, or a prior version of this Endorsement **CR 25 39**.

2. Application of changes affected by this endorsement:

**a. Addition of a Name or Title or Increase in Limit of Insurance**

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place on or after the Effective Date of Change which is "dis-

covered" by you after the Effective Date of change.

**b. Deletion of a Name or Title or Decrease in Limit of Insurance**

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place:

- (1) On or after the Effective Date of Change which is "discovered" by you after the Effective Date of change; and also
- (2) Before the Effective Date of Change if "discovered" by you after 1 year from the date.

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

**INCLUDE EXPENSES INCURRED TO  
ESTABLISH AMOUNT OF COVERED LOSS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

**SCHEDULE**

<input type="checkbox"/> <b>Employee Theft Insuring Agreement</b>	
<b>Costs, Fees or Other Expenses</b>	
<b>Limit of Insurance</b>	<b>Covered Loss</b>
\$	%
<input type="checkbox"/> <b>Computer Fraud Insuring Agreement</b>	
<b>Costs, Fees or Other Expenses</b>	
<b>Limit of Insurance</b>	<b>Covered Loss</b>
\$	%
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following condition is added to Paragraph E.  
**Conditions:**

1. We will pay for reasonable costs, fees or other expenses that you incur and pay to an independent accounting, auditing or other service used to determine the amount of loss covered under this insurance.
2. The most that we will pay for reasonable costs, fees or other expenses is limited to the lesser of the:
  - a. Limit of Insurance; or
  - b. Percentage of the Covered Loss; shown in the Schedule.
3. We will pay for reasonable costs, fees or other expenses after settlement of covered loss.
4. We will have no liability to pay any such costs, fees or other expenses if the amount of the covered loss does not exceed the Deductible Amount of the applicable Insuring Agreement.
5. The amount that we will pay is part of, not in addition to the Limit of Insurance for the applicable Insuring Agreement.
6. Paragraph (3) of the **Indirect Loss** Exclusion is replaced by the following:  
Payment of costs, fees or other expenses you incur in establishing the existence of loss under this insurance.

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

**INCLUDE DESIGNATED PERSONS OR CLASSES  
OF PERSONS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft Insuring Agreement:

**SCHEDULE**

<b>Persons or Classes of Persons</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include any natural person or group of persons named or described in the Schedule.

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

## **INCLUDE COMPUTER SOFTWARE CONTRACTORS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft Insuring Agreement:

### **SCHEDULE**

<b>Computer Software Contractor</b>	<b>Limit of Insurance</b>
	\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The definition of "Employee" is amended to include any natural person employed by a computer software contractor shown in the Schedule, while performing services for you under a written agreement between you and the computer software contractor.

The employees of the computer software contractor scheduled above are not covered for faithful performance of duty, even in the event that this insurance may have been amended by endorsement to provide such coverage on other "employees". Only coverage for "theft" applies to them.
2. The employees of the computer software contractor are considered to be, collectively, one "employee" for the purposes of this insurance. However, the Termination as to Any Employee Condition applies individually to each of them.
3. The most we will pay under this insurance for loss caused by an employee of a computer software contractor included as an "employee" under this endorsement is the Limit of Insurance shown in the Schedule. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations as applicable to the Employee Theft Insuring Agreement.

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

**ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE  
FOR SPECIFIED GOVERNMENT EMPLOYEES  
OR POSITIONS**

This endorsement modifies insurance provided under the following:

**GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Employee Theft - Name or Position Schedule Insuring Agreement:

1. The following is added to the Employee Theft - Name or Position Schedule Insuring Agreement:

We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.
2. The following exclusions are added to Section **D.2. Exclusions**:
  - a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
  - b. Damages for which you are legally liable as a result of:
    - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
    - (2) The tortious conduct of an "employee", except the conversion of property of other parties held by you in any capacity.
3. The **Indemnification** Condition is replaced by the following:

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.
4. Part **(1)** of the **Termination as to any Employee** Condition is replaced by the following:
  - (1) As soon as:
    - (a) You; or
    - (b) Any official or employee authorized to manage, govern or control your "employees" learn of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee Theft - Name or Position Schedule Insuring Agreement, as amended by this endorsement.

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

## **EXCLUDE SPECIFIED PROPERTY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

### **SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Theft of Money and Securities</b>
<b>Property Not Covered:</b>
<input type="checkbox"/> <b>Inside the Premises - Robbery or Safe Burglary of Other Property</b>
<b>Property Not Covered:</b>
<input type="checkbox"/> <b>Outside the Premises</b>
<b>Property Not Covered:</b>
<input type="checkbox"/> <b>Computer Fraud</b>
<b>Property Not Covered:</b>
<input type="checkbox"/> <b>Inside the Premises - Theft of Other Property</b>
<b>Property Not Covered:</b>
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Watchperson or Burglary of Other Property</b>
<b>Property Not Covered:</b>
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Custodian or Safe Burglary of Money and Securities</b>
<b>Property Not Covered:</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Covered property does not include the property shown in the Schedule.

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

**INCREASE LIMIT FOR SPECIFIED PROPERTY SUBJECT  
TO SPECIAL LIMIT OF INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

**SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Robbery or Safe Burglary of Other Property</b>	
<b>Specified Property</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Outside the Premises</b>	
<b>Specified Property</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Computer Fraud</b>	
<b>Specified Property</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Inside the Premises - Theft of Other Property</b>	
<b>Specified Property</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Watchperson or Burglary of Other Property</b>	
<b>Specified Property</b>	<b>Limit of Insurance</b>
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The \$5,000 Limit in the Special Limit of Insurance for Specified Property Condition that applies to the property shown in the Schedule is, as respects that property, increased to the Limit of Insurance shown in the Schedule. That Limit is part of, not in addition to, the Limit of Insurance applicable to the designated Insuring Agreement.

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

## **INCLUDE AUTOMOTIVE PRODUCTS IN OUTSIDE CONTAINERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

### **SCHEDULE**

**Inside the Premises - Theft of Other Property**

**Limit of Insurance:**    \$

**Address of Premises:**

**Covered Property:**

**Automotive Supplies and Equipment**

**Gasoline and Oil**

**Inside the Premises - Robbery of a Watchperson or Burglary of Other Property**

**Limit of Insurance:**    \$

**Address of Premises:**

**Covered Property:**

**Automotive Supplies and Equipment**

**Gasoline and Oil**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. We will pay for loss of or from damage to the covered property shown as applicable in the Schedule, resulting directly from the taking of that property from within a fully enclosed and locked outside container adjacent to the "premises" shown in the Schedule by "robbery" or by a person unlawfully entering the container as evidenced by marks of forcible entry.
2. Unlawful entry by a person into a "premises" as evidenced by marks of forcible entry for the

purpose of turning on a switch to activate a pumping device on an outside container is considered to be an unlawful entry into that container.

3. As respects the covered property shown in the Schedule, the most we will pay for loss in any one "occurrence" is the Limit of Insurance shown in the Schedule. That Limit is part of, not in addition to, the Limit of Insurance shown in the Declarations.

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

## **LIMIT COVERAGE TO SPECIFIED PORTION OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

### **SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Theft of Other Property</b>	
<b>Address of Premises</b>	<b>Description of Portion of Premises</b>
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Watchperson or Burglary of Other Property</b>	
<b>Address of Premises</b>	<b>Description of Portion of Premises</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The definition of "premises" is amended as follows:

"Premises" means that portion of the "premises" described in the Schedule.

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

## **FORCIBLE ENTRY INTO PREMISES REQUIREMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

- Inside the Premises - Robbery or Safe Burglary of Other Property**
- Inside the Premises - Robbery of a Custodian or Safe Burglary of Money and Securities**

"Safe burglary" must be committed by a person who first makes an unlawful entry into your "premises" as evidenced by marks of forcible entry.

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

**INCLUDE OUTSIDE SHOWCASES OR SHOW  
WINDOWS AS PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

**SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Theft of Other Property</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Watchperson or Burglary of Other Property</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. The definition of "premises" is amended to include any showcase or show window at a location shown in the Schedule that is:
  - a. Used by you and located outside the "premises" but inside the building line of the building containing the "premises"; or
  - b. Attached to the building listed in the Schedule.
2. The Limit of Insurance shown in the Schedule is part of, not in addition to, the Limit of Insurance shown in the Declarations.

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

## **CONVERT TO SCHEDULE COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

### **SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Theft of Money and Securities</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Inside the Premises - Robbery or Safe Burglary of Other Property</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Outside the Premises</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Inside the Premises - Theft of Other Property</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Watchperson or Burglary of Other Property</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Custodian or Safe Burglary of Money and Securities</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. The definition of "premises" is amended to read as follows:  
"Premises" means the interior of that portion of the building at the address shown in the Schedule that you occupy in conducting your business.
2. Coverage for "premises" acquired in addition to those shown in the Schedule will apply for 60 days from the date acquired, at the Limit of Insurance shown in the Schedule.
3. Our limit of liability for any one "messenger" or armored motor vehicle is the Outside the Premises Limit of Insurance applicable to the "premises" from which the "messenger" or armored motor vehicle initially operates regardless of the number of other "premises" served.
4. The **Consolidation-Merger or Acquisition** Condition does not apply.
5. The **Additional Premises or Employees** Condition does not apply.

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

## **EXCLUDE DESIGNATED PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

### **SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Theft of Money and Securities</b>
<b>Address of Premises:</b>
<input type="checkbox"/> <b>Inside the Premises - Robbery or Safe Burglary of Other Property</b>
<b>Address of Premises:</b>
<input type="checkbox"/> <b>Inside the Premises - Theft of Other Property</b>
<b>Address of Premises:</b>
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Watchperson or Burglary of Other Property</b>
<b>Address of Premises:</b>
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Custodian or Safe Burglary of Money and Securities</b>
<b>Address of Premises:</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

"Premises" does not include the "premises" shown in the Schedule.

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

## **REDUCE LIMIT OF INSURANCE FOR DESIGNATED PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

### **SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Theft of Money and Securities</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Inside the Premises - Robbery or Safe Burglary of Other Property</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Inside the Premises - Theft of Other Property</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Watchperson or Burglary of Other Property</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Custodian or Safe Burglary of Money and Securities</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The Limit of Insurance shown in the Declarations is reduced to the Limit of Insurance shown in the Schedule for the designated "premises".

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

**DECREASE LIMIT OF INSURANCE WHILE PREMISES NOT  
OPEN FOR BUSINESS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

**SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Theft of Money and Securities</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Inside the Premises - Robbery or Safe Burglary of Other Property</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Custodian or Safe Burglary of Money and Securities</b>	
<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

For the "premises" shown in the Schedule, the Limit of Insurance in the Declarations is reduced to the Limit of Insurance shown in the Schedule while the "premises" are not open for business and a "custodian" is not on duty.

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

**EXCLUDE FROM EXTORTION COVERAGE PERSONS OR  
PROPERTY AT DESIGNATED PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Extortion Insuring Agreement:

**SCHEDULE**

**Address of Premises:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 1.** We will not pay for loss resulting from threats communicated to you to do bodily harm to:
  - a.** Persons who perform duties for you principally in, at or outside of the "premises" shown in the Schedule; or
  - b.** Relatives or invitees of those persons.
- 2.** We will not pay for loss resulting from threats communicated to you to do damage to the "premises" or property located inside the "premises" shown in the Schedule.

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

**INCLUDE PERSONAL EXTORTION FOR  
NAMED INDIVIDUALS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Extortion Insuring Agreement:

**SCHEDULE**

**Insured Persons:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. Any person shown in the Schedule is added as an insured person but only as respects the Extortion Insuring Agreement.
2. Property of a relative of such insured person will be considered property of that insured person.
3. Communication of a threat to an associate or relative of any insured person shown in the Schedule will be considered communication to that insured person.
4. The associate or relative receiving the threat must make a reasonable effort to report the extortionist's demand to local law enforcement authorities before the surrender of "money", "securities" or "other property".
5. Paragraph **(5)** of the Joint Insured Condition does not apply to any insured person shown in the Schedule.

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

## **CHANGE SCHEDULE COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

### **SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Theft of Money and Securities</b>		
	<b>Address of Premises</b>	<b>Limit of Insurance</b>
<b>Add</b>		\$
<b>Delete</b>		\$
<input type="checkbox"/> <b>Inside the Premises - Robbery or Safe Burglary of Other Property</b>		
	<b>Address of Premises</b>	<b>Limit of Insurance</b>
<b>Add</b>		\$
<b>Delete</b>		\$
<input type="checkbox"/> <b>Outside the Premises</b>		
	<b>Address of Premises</b>	<b>Limit of Insurance</b>
<b>Add</b>		\$
<b>Delete</b>		\$
<input type="checkbox"/> <b>Inside the Premises - Theft of Other Property</b>		
	<b>Address of Premises</b>	<b>Limit of Insurance</b>
<b>Add</b>		\$
<b>Delete</b>		\$

<input type="checkbox"/> <b>Inside the Premises - Robbery of A Watchperson or Burglary of Other Property</b>		
	<b>Address of Premises</b>	<b>Limit of Insurance</b>
<b>Add</b>		\$
<b>Delete</b>		\$
<input type="checkbox"/> <b>Inside the Premises - Robbery of A Custodian or Safe Burglary of Money and Securities</b>		
	<b>Address of Premises</b>	<b>Limit of Insurance</b>
<b>Add</b>		\$
<b>Delete</b>		\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

The Schedule in the Convert to Schedule Coverage Endorsement **CR 35 12** is amended as shown in the Schedule of this endorsement.

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

**LIMIT COVERAGE TO FIXTURES, FITTINGS OR  
APPLIANCES OR PROPERTY IN PUBLIC ENTRANCES,  
HALLWAYS OR STOREROOMS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

**SCHEDULE**

<input type="checkbox"/> <b>Inside The Premises - Theft of Other Property</b> <b>Limit of Insurance:    \$</b>  <b>Address of Premises:</b>  <b>Covered Property:</b> <input type="checkbox"/> <b>Fixtures, fittings and appliances that you own within a dwelling at the "premises"</b> <input type="checkbox"/> <b>Property that you own or for which you are legally liable while in public entrances, hallways or storerooms</b>
<input type="checkbox"/> <b>Inside The Premises - Robbery of a Watchperson or Burglary of Other Property</b> <b>Limit of Insurance:    \$</b>  <b>Address of Premises:</b>  <b>Covered Property:</b> <input type="checkbox"/> <b>Fixtures, fittings and appliances that you own within a dwelling at the "premises"</b> <input type="checkbox"/> <b>Property that you own or for which you are legally liable while in public entrances, hallways or storerooms</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. For the "premises" shown in the Schedule, covered property is limited to the property shown in the Schedule.
2. The most we will pay for loss at the "premises" shown in the Schedule is the Limit of Insurance opposite the address of such "premises" and that Limit is part of, not in addition to, the Limit shown in the Declarations.
3. As respects the **Inside the Premises - Robbery of a Watchperson or Burglary of Other Property Insuring Agreement** only, the definition of "burglary" is amended as follows:
  - a. As respects fixtures, fittings and appliances "burglary" means:  
  
The unlawful taking of covered property from within a dwelling at the "premises" by a person who makes

an unlawful entry or exit as evidenced by damage to the dwelling.

- b. As respects property in public entrances, hallways or storerooms "burglary" means:

The unlawful taking of covered property from within a public entrance,

hallway or storeroom at the "premises" by a person who makes an unlawful entry or exit as evidenced by damage to the "premises".

- 4. The **Ownership of Property; Interests Covered** Condition does not apply.

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

## **ADD PROPERTY OF OTHERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

### **SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Robbery or Safe Burglary of Other Property</b>		
Class of Persons	Limit of Insurance	Covered Property
<input type="checkbox"/> <b>Customers</b>	\$	<input type="checkbox"/> <b>Includes:</b> <input type="checkbox"/> <b>Limited to:</b>
<input type="checkbox"/> <b>Business Guests</b>	\$	<input type="checkbox"/> <b>Includes:</b> <input type="checkbox"/> <b>Limited To:</b>
<input type="checkbox"/> <b>Employees</b>	\$	<input type="checkbox"/> <b>Includes:</b> <input type="checkbox"/> <b>Limited To:</b>
<input type="checkbox"/> <b>Students</b>	\$	<input type="checkbox"/> <b>Includes:</b> <input type="checkbox"/> <b>Limited To:</b>
<input type="checkbox"/> <b>Visitors</b>	\$	<input type="checkbox"/> <b>Includes:</b> <input type="checkbox"/> <b>Limited To:</b>
<input type="checkbox"/> <b>Inside the Premises - Theft of Other Property</b>		
Class of Persons	Limit of Insurance	Covered Property
<input type="checkbox"/> <b>Customers</b>	\$	<input type="checkbox"/> <b>Includes:</b> <input type="checkbox"/> <b>Limited to:</b>
<input type="checkbox"/> <b>Business Guests</b>	\$	<input type="checkbox"/> <b>Includes:</b> <input type="checkbox"/> <b>Limited To:</b>
<input type="checkbox"/> <b>Employees</b>	\$	<input type="checkbox"/> <b>Includes:</b> <input type="checkbox"/> <b>Limited To:</b>

<input type="checkbox"/> <b>Students</b>	\$	<input type="checkbox"/> <b>Includes:</b>
		<input type="checkbox"/> <b>Limited To:</b>
<input type="checkbox"/> <b>Visitors</b>	\$	<input type="checkbox"/> <b>Includes:</b>
		<input type="checkbox"/> <b>Limited To:</b>
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Watchperson or Burglary of Other Property</b>		
<b>Class of Persons</b>	<b>Limit of Insurance</b>	<b>Covered Property</b>
<input type="checkbox"/> <b>Customers</b>	\$	<input type="checkbox"/> <b>Includes:</b>
		<input type="checkbox"/> <b>Limited to:</b>
<input type="checkbox"/> <b>Business Guests</b>	\$	<input type="checkbox"/> <b>Includes:</b>
		<input type="checkbox"/> <b>Limited To:</b>
<input type="checkbox"/> <b>Employees</b>	\$	<input type="checkbox"/> <b>Includes:</b>
		<input type="checkbox"/> <b>Limited To:</b>
<input type="checkbox"/> <b>Students</b>	\$	<input type="checkbox"/> <b>Includes:</b>
		<input type="checkbox"/> <b>Limited To:</b>
<input type="checkbox"/> <b>Visitors</b>	\$	<input type="checkbox"/> <b>Includes:</b>
		<input type="checkbox"/> <b>Limited To:</b>
Information required to complete this Schedule, if not shown above, will be shown in the Schedule.		

1. Covered property either includes or is limited to, whichever is indicated as applicable in the Schedule, that which is owned by persons in the class designated in the Schedule.
2. The Limit of Insurance for covered property of any one person will not exceed 10% of the Limit of Insurance shown in the Schedule.
3. The **Records** Condition does not apply to loss of property owned by any person in a class shown in the Schedule.
4. If includes is indicated as applicable in the Schedule, the most we will pay for loss in any one "occurrence" is the Limit of Insurance shown in the Schedule. That limit is part of, not in addition to, the Limit of Insurance shown in the Declarations.
5. If limited to is indicated as applicable in the Schedule, the most we will pay for loss in any one "occurrence" is the Limit of Insurance shown in the Schedule.

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

## **INCLUDE THEFT OF OUTDOOR SIGNS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

### **SCHEDULE**

**Inside the Premises - Theft of Other Property**

**Limit of Insurance: \$**

**Address:**

**Description of Sign or Bulletin Board:**

**Inside the Premises - Robbery of a Watchperson or Burglary of Other Property**

**Limit of Insurance: \$**

**Address:**

**Description of Sign or Bulletin Board:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 1.** We will pay for loss of or damage to outdoor signs and bulletin boards resulting from an actual or attempted "theft" at the location designated in the Schedule.
- 2.** We will not pay for loss of or damage to glass.
- 3.** The Limit of Insurance shown in the Schedule is part of, not in addition to, the Limit of Insurance shown in the Declarations.

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

## **REQUIRE RECORD OF CHECKS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

- Inside the Premises - Theft of Money and Securities**
- Outside the Premises**
- Inside the Premises - Robbery of a Custodian or Safe Burglary of Money and Securities**

1. You must make either a photograph or a descriptive record of checks that you accept:
  - a. If you photograph these checks, then you must make a copy of both the front and back of each check;
  - b. If you make a descriptive record of these checks, the record must:
    - (1) Be made immediately upon the check being presented to you; and
    - (2) Include the names of the maker, the payee, the bank on which the check was drawn, and the date and amount of the check.
2. You must keep these photographs or descriptive records separate from the checks.
3. If you cannot produce a photograph of a check because of equipment failure or error by an employee, coverage shall not be denied for that reason.

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

**EXTEND DEFINITION OF PREMISES TO INCLUDE  
PORTION OF GROUNDS ENCLOSED BY FENCE OR WALL**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

<input type="checkbox"/>	<b>Inside the Premises - Theft of Other Property</b>
<input type="checkbox"/>	<b>Inside the Premises - Robbery of a Watchperson or Burglary of Other Property</b>

The definition of "premises" is amended to include that portion of the grounds that is entirely enclosed by a fence or wall.

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

**INCREASE LIMIT OF INSURANCE  
FOR SPECIFIED PERIODS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

**SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Theft of Money and Securities</b> Address of Premises:	
<b>Policy Period</b>	
From:	
To: At 12:01 A.M. (Standard Time at your mailing address shown above)	
<b>Limit of Insurance</b>	
From: \$	To: \$
<input type="checkbox"/> <b>Inside the Premises - Robbery or Safe Burglary or Other Property</b> Address of Premises:	
<b>Policy Period</b>	
From:	
To: At 12:01 A.M. (Standard Time at your mailing address shown above)	
<b>Limit of Insurance</b>	
From: \$	To: \$
<input type="checkbox"/> <b>Outside the Premises</b> Address of Premises:	
<b>Policy Period</b>	
From:	
To: At 12:01 A.M. (Standard Time at your mailing address shown above)	
<b>Limit of Insurance</b>	
From: \$	To: \$

<input type="checkbox"/> <b>Inside the Premises - Theft of Other Property</b>	
Address of Premises:	
<b>Policy Period</b>	
From:	
To: At 12:01 A.M. (Standard Time at your mailing address shown above)	
<b>Limit of Insurance</b>	
From: \$	To: \$
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Watchperson or Burglary of Other Property</b>	
Address of Premises:	
<b>Policy Period</b>	
From:	
To: At 12:01 A.M. (Standard Time at your mailing address shown above)	
<b>Limit of Insurance</b>	
From: \$	To: \$
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Custodian or Safe Burglary of Money and Securities</b>	
Address of Premises:	
<b>Policy Period</b>	
From:	
To: At 12:01 A.M. (Standard Time at your mailing address shown above)	
<b>Limit of Insurance</b>	
From: \$	To: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The Limit of Insurance is increased for the designated period shown in the Schedule. However, the amount by which the Limit is increased applies only to loss "discovered" by you before the end of the period of time provided in the Extended Period to Discover Loss Condition, after the designated period shown in the Schedule.

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

## **INCLUDE SELLING PRICE OR PROCESSING CHARGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

- Inside the Premises - Robbery or Safe Burglary of Other Property**
- Outside the Premises**
- Inside the Premises - Theft of Other Property**
- Inside the Premises - Robbery of a Watchperson or Burglary of Other Property**

As respects the **Valuation - Settlement** Condition;  
replacement cost value of:

1. Raw material or material being processed will include your processing charge less unincurred expenses.
2. Finished merchandise you own that is ready for sale will be the selling price of the merchandise less any discounts and unincurred expenses.

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

**EXTEND PREMISES TO ENTIRE PLOT OF GROUND  
UNDER YOUR CONTROL**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

**SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Theft of Money and Securities</b>
<b>Address of Premises:</b>
<input type="checkbox"/> <b>Inside the Premises - Robbery or Safe Burglary of Other Property</b>
<b>Address of Premises:</b>
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Custodian or Safe Burglary of Money and Securities</b>
<b>Address of Premises:</b>

The definition of "premises" is amended to include the entire plot of ground under your control at the address shown in the Schedule.

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

**INCLUDE COVERED PROPERTY IN CUSTODY OF  
DESIGNATED AGENTS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

**SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Theft of Money and Securities</b>  <b>Address of Premises:</b>  <b>Name of Agent:</b>  <b>Service Performed for You:</b>  <b>Limit of Insurance:</b> \$
<input type="checkbox"/> <b>Inside the Premises - Robbery or Safe Burglary of Other Property</b>  <b>Address of Premises:</b>  <b>Name of Agent:</b>  <b>Service Performed for You:</b>  <b>Limit of Insurance:</b> \$
<input type="checkbox"/> <b>Outside the Premises</b>  <b>Address of Premises:</b>  <b>Name of Agent:</b>  <b>Service Performed for You:</b>  <b>Limit of Insurance:</b> \$

**Inside the Premises - Theft of Other Property**

**Address of Premises:**

**Name of Agent:**

**Service Performed for You:**

**Limit of Insurance:**

\$

**Inside the Premises - Robbery of a Watchperson or Burglary of Other Property**

**Address of Premises:**

**Name of Agent:**

**Service Performed for You:**

**Limit of Insurance:**

\$

**Inside the Premises - Robbery of a Custodian or Safe Burglary of Money and Securities**

**Address of Premises:**

**Name of Agent:**

**Service Performed for You:**

**Limit of Insurance:**

\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The definition of "premises" is amended to include the interior of that portion of any building occupied by an agent (other than an armored motor vehicle company) shown in the Schedule in conducting its business.
2. The definition of "messenger" is amended to include any agent (other than an armored motor vehicle company) shown in the Schedule and any officer, partner or employee of the agent.
3. The most we will pay for loss caused by an agent shown in the Schedule above is the Limit of Insurance shown in the Schedule. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations.

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

## **INCLUDE GUESTS' PROPERTY ACCEPTED FOR SAFEKEEPING**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

and applies to the Insuring Agreement(s) designated below:

- Inside the Premises - Theft of Money and Securities**
  - Inside the Premises - Robbery or Safe Burglary of Other Property**
  - Inside the Premises - Robbery of a Custodian or Safe Burglary of Money and Securities**
1. The Records Condition does not apply to loss of guests' property that you accept for safekeeping that results from "robbery" or "safe burglary". But, in the event of loss, guests must give you a written description of the property and evidence of its value.
  2. As respects the Inside the Premises - Theft of Money and Securities Insuring Agreement:  
"Safe burglary" means the unlawful taking of:
    - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
    - b. A safe or vault from inside the "premises".
  3. The Limit of Insurance for property of any one guest will not exceed 10% of the Limit of Insurance shown in the Declarations.

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

**INCLUDE SECURITIES HELD BY  
A DEPOSITORY IN TRUST**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

and applies to Section **1.a.** of the Lessees of Safe Deposit Boxes Insuring Agreement:

**SCHEDULE**

<b>Designation of Safe Deposit Boxes</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We will pay for loss of "securities" held by the "depository" in trust, but not as collateral, from the safe deposit boxes shown in the Schedule while the boxes are under dual control by:

1. The "depository"; and
2. A co-fiduciary with the "depository".

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

## **INCLUDE BULKY PROPERTY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

and applies to Section **1.b.** of the Lessees of Safe Deposit Boxes Insuring Agreement:

### **SCHEDULE**

<b>Covered Property</b>	<b>Limit Of Insurance</b>
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. We will pay for loss of property described in the Schedule while that property is in a vault in the "depository premises".
2. The most we will pay for loss in any one "occurrence" is the Limit of Insurance shown in the Schedule. That Limit is part of, not in addition to, the Limit of Insurance shown in the Declarations.

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

**PROVIDE SUBLIMITS FOR MONEY,  
SECURITIES OR CHECKS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the following Insuring Agreement(s):

**SCHEDULE**

<input type="checkbox"/> <b>Inside the Premises - Theft of Money and Securities</b>		
<b>Address of Premises</b>	<b>Covered Property</b>	<b>Limit of Insurance</b>
	<b>Money</b>	\$
	<b>Securities</b>	\$
	<b>Checks (other than retail checks)</b>	\$
<input type="checkbox"/> <b>Outside the Premises</b>		
<b>Address of Premises</b>	<b>Covered Property</b>	<b>Limit of Insurance</b>
	<b>Money</b>	\$
	<b>Securities</b>	\$
	<b>Checks (other than retail checks)</b>	\$
<input type="checkbox"/> <b>Inside the Premises - Robbery of a Custodian or Safe Burglary of Money and Securities</b>		
<b>Address of Premises</b>	<b>Covered Property</b>	<b>Limit of Insurance</b>
	<b>Money</b>	\$
	<b>Securities</b>	\$
	<b>Checks (other than retail checks)</b>	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

The most we will pay for loss of "money", "securities" or checks in any one "occurrence" is the Limit of Insurance shown in the Schedule. That Limit is

part of, not in addition to, the Limit of Insurance shown in the Declarations.

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

**LIMIT COVERAGE FOR MONEY AND SECURITIES  
OUTSIDE THE PREMISES TO ROBBERY ONLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY**

and applies to the Outside the Premises Insuring Agreement:

Paragraph **a.** of the **Outside the Premises Insuring Agreement** is replaced by the following:

We will pay for loss of or damage to "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

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

## **INCREASE LIMIT OF INSURANCE PER GUEST**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

and applies to Section **1.b.** of the Guests' Property Insuring Agreement:

### **SCHEDULE**

<b>Limit of Insurance</b>	
<b>Per Guest:</b>	\$
<b>Per Occurrence:</b>	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The Limits of Insurance per guest and per "occurrence" shown in the Declarations is increased to the amount shown in the Schedule.

# THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

## CinciPlus<sup>®</sup>

### CRIME EXPANDED COVERAGE (XC<sup>®</sup>) COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____		
Named Insured:		
<b>Insuring Agreements Forming Part of This Coverage Part</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
	Per Occurrence/ Coverage Term	Per Occurrence
1. <b>Employee Theft</b>	\$10,000	\$500
2. <b>Forgery or Alteration</b>	\$2,500	\$500
3. <b>Inside the Premises - Theft of Money and Securities</b>	\$10,000	\$500
4. <b>Outside the Premises - Theft of Money and Securities</b>	\$2,500	\$500
5. <b>Money Orders And Counterfeit Money</b>	\$10,000	\$500
Forms and endorsements applicable to this Coverage Part at policy inception:		
The Crime Coverage Expanded Coverage (XC <sup>®</sup> ) Coverage Part consists of this Declaration form and the Crime Coverage Expanded Coverage (XC <sup>®</sup> ) Coverage Form.		

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

## **INCLUDE DAMAGE FROM FOOD OR LIQUID**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

and applies to Section **1.b.** of the Guests' Property Insuring Agreement:

1. We will pay for damages you are obligated to pay that arise from destruction of or damage to property belonging to your guests resulting from spilling, upsetting or leaking of any food or liquid.
2. Exclusion **4.b.(3)** of the Insuring Agreement is deleted.

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

**INCLUDE PROPERTY IN CUSTODY  
OF LAUNDRY OR CLEANER**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

and applies to Section **1.b.** of the Guests' Property Insuring Agreement:

1. We will pay for loss or damage to property belonging to your guests while the property is in your care and custody for laundering or cleaning.
2. Exclusion **4.b.(5)** of the Insuring Agreement is deleted.

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

**INCLUDE PROPERTY OF GUESTS OCCUPYING LEASED  
LODGING ACCOMMODATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

and applies to Section **1.b.** of the Guests' Property Insuring Agreement:

- 1.** We will pay for loss of or damage to property belonging to your guests while occupying leased lodging accommodations at the "premises", unless the lease agreement also provides for the use of the accommodations for:
  - a.** Professional or business purposes; or
  - b.** Activities related to your employment of such persons.
- 2.** Exclusion **4.b.(1)** of the Insuring Agreement is amended accordingly.

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

**INCLUDE SAMPLES OR ARTICLES CARRIED  
OR HELD FOR SALE OR DELIVERY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

and applies to Section **1.b.** of the Guests' Property Insuring Agreement:

- 1.** We will pay for loss of or damage to samples or articles carried or held for sale or delivery by your guests.
- 2.** Exclusion **4.b.(7)** of the Insuring Agreement is deleted.

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

**INCLUDE MONEY FOR FULL OR PARTIAL  
LIMIT OF INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY**

and applies to Section **1.b.** of the Safe Depository Insuring Agreement:

**SCHEDULE**

<b>Address of Premises</b>	<b>Limit of Insurance</b>
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. The "Customers' Property" Definition is deleted and the following substituted:  
"Customers' Property" means "money", "securities" and "other property" belonging to your customer.
2. The Limit of Insurance for loss of "money" at the "premises" shown in the Schedule is the Limit of Insurance shown in the Schedule. That Limit is part of, not in addition to, the Limit of Insurance shown in the Declarations.

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

## **SAFE DEPOSIT BOX TRANSFER**

This endorsement modifies insurance provided under the following:

### **SAFE DEPOSITORY INSURING AGREEMENT**

and applies to Section **1.a.** Loss of Customers' Property - In Safe Deposit Boxes

#### **SCHEDULE**

<b>Time Period from Location A to Location B</b>			
<b>From (Location A):</b>			
<b>Time:</b>	<input type="checkbox"/> <b>A.M.</b>	<input type="checkbox"/> <b>P.M.</b>	<b>On:</b>
<b>To (Location B):</b>			
<b>Time</b>	<input type="checkbox"/> <b>A.M.</b>	<input type="checkbox"/> <b>P.M.</b>	<b>On:</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

This insurance also applies to "customers' property" in safe deposit boxes while those boxes are being transferred between locations designated as **A** and **B** in the Schedule, but only for the Time Period shown in the Schedule.

# CRIME EXPANDED COVERAGE (XC<sup>®</sup>) COVERAGE FORM (DISCOVERY FORM)

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is or is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

## A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition **E.1.g.:**

### 1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

### 2. Forgery or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(1) Made or drawn by or drawn upon you; or

(2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph **2.a.**, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

### 3. Inside The Premises - Theft of Money and Securities

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

(1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or

(2) Resulting directly from disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

### 4. Outside the Premises - Theft of Money and Securities

We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.

### 5. Money Orders and Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

**B. Limit of Insurance**

- 1. The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.
- 2. If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.
- 3. The Limits of Insurance stated in the Declarations are the most we will pay for all loss under any one Insuring Agreement or Coverage in any one "coverage term", regardless of the number of "occurrences".

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

**C. Deductible**

- 1. We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.
- 2. In the event this insurance applies on an excess basis per Paragraph (2)(c) in Condition E.1.k. **Other Insurance**, then only the single highest deductible will apply to the loss.

**D. Exclusions**

- 1. This insurance does not cover:
  - a. **Acts Committed by You, Your Partners or Your Members**  
 Loss resulting from "theft" or any other dishonest act committed by:
    - (1) You; or
    - (2) Any of your partners or "members";
 whether acting alone or in collusion with other persons.

**b. Acts of Employees Learned of by You Prior to the Policy Period**

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

**c. Acts of Employees, Managers, Directors, Trustees or Representatives**

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1.

**d. Confidential Information**

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

**e. Governmental Action**

Loss resulting from seizure or destruction of property by order of governmental authority.

**f. Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or

damage to "money", "securities" or "other property".

- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

**g. Legal Fees, Costs and Expenses**

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.2**.

**h. Nuclear Hazard**

Loss or damage resulting from nuclear reaction or radiation or radioactive contamination, however caused.

**i. Pollutants**

Loss or damage caused by or resulting from pollutants. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Pollutants include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property, or the environment regardless of whether injury or damage is caused directly or indirectly by the "pollutants" and whether:

- (1) You are regularly or otherwise engaged in activities which taint or degrade the environment; or
- (2) You use, generate or produce the pollutant.

**j. War and Military Action**

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or

other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**2. Insuring Agreement A.1. does not cover:**

**a. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

**b. Trading**

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

**c. Warehouse Receipts**

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

**3. Insuring Agreements A.3. and A.4. do not cover:**

**a. Accounting or Arithmetical Errors or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

**b. Exchanges or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

**c. Fire**

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

**d. Money operated Devices**

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

**e. Motor Vehicles or Equipment and Accessories**

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

**f. Transfer or Surrender of Property**

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

- (a) On the basis of unauthorized instructions;
- (b) As a result of a threat to do bodily harm to any person;
- (c) As a result of a threat to do damage to any property;
- (d) As a result of a threat to introduce a denial of service attack into your computer system;
- (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
- (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
- (g) As a result of a threat to disseminate, divulge or utilize:
  - (i) Your confidential information; or
  - (ii) Weaknesses in the source code within your computer system.

(2) But, this Exclusion does not apply under Insuring Agreement **A.5.** to loss of "money", "securities" or "other property" while outside the "premises" in the

care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

**g. Vandalism**

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

**h. Voluntary Parting of Title to or Possession of Property**

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

**E. Conditions**

The following Conditions apply in addition to the Common Policy Conditions:

**1. Conditions Applicable to all Insuring Agreements**

**a. Additional Premises or Employees**

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

**b. Concealment, Misrepresentation or Fraud**

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This insurance;
- (2) The property covered under this insurance;

- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

**c. Consolidation - Merger or Acquisition**

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but
- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

**d. Cooperation**

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

**e. Duties in the Event of Loss**

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.** or **A.2.**) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.

- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

**f. Employee Benefit Plans**

- (1) The "employee benefit plans" (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.**
- (2) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for Insuring Agreement **A.1.** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.

- (3) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1.** is replaced by the following:

We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

- (4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

- (5) If two or more Plans are insured under this insurance, any payment we make for loss:

- (a) Sustained by two or more Plans; or
- (b) Of commingled "funds" or "other property" of two or more Plans;

resulting directly from an "occurrence" will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of Insurance of all Plans sustaining loss.

- (6) The Deductible Amount applicable to Insuring Agreement **A.1**, does not apply to loss sustained by any Plan.

**g. Extended Period to Discover Loss**

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

- (1) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

**h. Joint Insured**

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:
- (a) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon

the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.

- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an "employee benefit plan", shall fully release us on account of such loss.

**i. Legal Action Against Us**

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

**j. Liberalization**

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or

- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

**k. Other Insurance**

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

**(1) Primary Insurance**

When this insurance is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this insurance, issued by an insurer other than us or an insurer affiliated with us, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

- (b) You have other insurance, issued by an insurer other than us or an insurer affiliated with us, covering the same loss other than that described in Paragraph **(1)(a)**, we will only pay for the amount of loss that exceeds:

- (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
- (ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

**(2) Excess Insurance**

- (a) When this insurance is written excess over other insurance issued by an insurer other than us or an insurer affiliated with us, we

will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.

- (b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations, by the sum total of all such other insurance issued by an insurer other than us or an insurer affiliated with us, plus any Deductible Amount applicable to that other insurance.

- (c) This insurance is excess of, and applies in addition to, any similar or identical insurance coverage provided by any other Coverage Part forming a part of the policy of insurance of which this Coverage Part forms a component. However, this insurance will not apply to that part of a loss falling within any deductible amount.

Paragraph (c) above supersedes any competing Other Insurance Condition contained in any other Coverage Part issued by us.

**l. Ownership of Property; Interests Covered**

The property covered under this insurance is limited to property:

- (1) That you own or lease; or
- (2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

**m. Policy Bridge - Discovery Replacing Loss Sustained**

- (1) If this insurance replaces insurance that provided you with an

extended period of time after cancellation in which to discover loss and which did not terminate at the time this insurance became effective:

(a) We will not pay for any loss that occurred during the Policy Period of that prior insurance which is "discovered" by you during the extended period to "discover" loss, unless the amount of loss exceeds the Limit of Insurance and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this policy.

(b) However, any payment we make for the excess loss will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit of Insurance shown in the Declarations. We will not apply the Deductible Amount shown in the Declarations to this excess loss.

(2) The Other Insurance Condition E.1.k. does not apply to this Condition.

**n. Records**

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

**o. Recoveries**

(1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:

(a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;

(b) Second, to us in satisfaction of amounts paid in settlement of your claim;

(c) Third, to you in satisfaction of any Deductible Amount; and

(d) Fourth, to you in satisfaction of any loss not covered under this insurance.

(2) Recoveries do not include any recovery:

(a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

(b) Of original "securities" after duplicates of them have been issued.

**p. Territory**

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

**q. Transfer of Your Rights of Recovery Against Others to Us**

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

**r. Valuation - Settlement**

(1) The value of any loss for purposes of coverage under this policy shall be determined as follows:

(a) Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

(i) At face value in the "money" issued by that country; or

(ii) In the United States of America dollar equivalent determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".

(b) Loss of "securities" but only up to and including their value at the close of busi-

ness on the day the loss was "discovered". We may, at our option:

- (i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
  - (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
    - i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or
    - ii. The Limit of Insurance applicable to the "securities".
- (c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
- (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;
  - (ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or
  - (iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs r.(1)(c)(i) through

r.(1)(c)(iii), we will not pay on a replacement cost basis for any loss or damage:

- i. Until the lost or damaged property is actually repaired or replaced; and
- ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) We will, at your option, settle loss or damage to property other than "money":

- (a) In the "money" of the country in which the loss or damage occurred; or
- (b) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage occurred determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".

(3) Any property that we pay for or replace becomes our property.

## 2. Conditions Applicable to Insuring Agreement A.1.

### a. Termination as to Any Employee

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

- (a) You; or
- (b) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first Named In-

sured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

**b. Territory**

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition **E.1.p.** for a period of not more than 90 consecutive days.

**3. Conditions Applicable to Insuring Agreement A.2.**

**a. Deductible Amount**

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.2.**

**b. Electronic and Mechanical Signatures**

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

**c. Proof of Loss**

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

**d. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.p.** does not apply to Insuring Agreement **A.2.**

**4. Conditions Applicable to Insuring Agreement A.4.**

**a. Armored Motor Vehicle Companies**

Under Insuring Agreement **A.4.**, we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

**b. Special Limit of Insurance for Specified Property**

We will only pay up to the lesser of \$5,000 or the Limit of insurance for any one "occurrence" of loss of or damage to:

- (1) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

**F. Definitions**

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
  - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
    - (1) The day the policy period shown in the Declarations ends; or
    - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
  - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

4. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
  5. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.  
  
"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.
  6. "Employee":
    - a. "Employee" means:
      - (1) Any natural person:
        - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
        - (b) Who you compensate directly by salary, wages or commissions; and
        - (c) Who you have the right to direct and control while performing services for you;
      - (2) Any natural person who is furnished temporarily to you:
        - (a) To substitute for a permanent "employee" as defined in Paragraph **a.(1)**, who is on leave; or
        - (b) To meet seasonal or short-term work load conditions;
 

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
  - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **a.(2)**;
  - (4) Any natural person who is:
    - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and
    - (b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";
  - (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;
  - (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";
  - (7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this insurance; or
  - (8) Any of your "managers", directors or trustees while:
    - (a) Performing acts within the scope of the usual duties of an "employee"; or
    - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
- b. "Employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph **6.a.**

7. "Employee benefit plan" means any welfare or pension benefit plan that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.
  8. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
  9. "Funds" means "money" and "securities".
  10. "Manager" means a person serving in a directorial capacity for a limited liability company.
  11. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
  12. "Messenger" means you, or a relative of yours, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
  13. "Money" means:
    - a. Currency, coins and bank notes in current use and having a face value; and
    - b. Travelers checks, register checks and money orders held for sale to the public.
  14. "Occurrence" means:
    - a. Under Insuring Agreement **A.1.:**
      - (1) An individual act;
      - (2) The combined total of all separate acts whether or not related; or
      - (3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.
    - b. Under Insuring Agreement **A.2.:**
      - (1) An individual act;
      - (2) The combined total of all separate acts whether or not related; or
  - (3) A series of acts whether or not related;
- committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, before such Policy Period or both.
- c. Under All Other Insuring Agreements:
    - (1) An individual act or event;
    - (2) The combined total of all separate acts or events whether or not related; or
    - (3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, before such Policy Period or both.
15. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance.
  16. "Premises" means the interior of that portion of any building you occupy in conducting your business.
  17. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:
    - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
    - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".
  18. "Theft" means the unlawful taking of property to the deprivation of the Insured.
  19. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

# THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

## CinciPlus®

### CRIME EXPANDED COVERAGE (XC®) PLUS COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____		
Named Insured:		
<b>Insuring Agreements Forming Part of This Coverage Part</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
	Per Occurrence/ Coverage Term	Per Occurrence
1. <b>Employee Theft</b>	\$25,000	\$500
2. <b>Forgery or Alteration</b>	\$25,000	\$500
3. <b>Inside the Premises - Theft of Money and Securities</b>	\$25,000	\$500
4. <b>Outside the Premises - Theft of Money and Securities</b>	\$5,000	\$500
5. <b>Money Orders And Counterfeit Money</b>	\$25,000	\$500
Forms and endorsements applicable to this Coverage Part at policy inception:		
The Crime Coverage Expanded Coverage (XC®) Plus Coverage Part consists of this Declaration form and the Crime Coverage Expanded Coverage (XC®) Coverage Form.		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CinciPlus®

## CRIME EXPANDED COVERAGE (XC®) COVERAGE PART ENDORSEMENT

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____		
Named Insured:		
<b><u>Item Changed</u>    <u>Reason for Change</u></b>		
<b>Insuring Agreements Forming Part of This Coverage Part</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
	Per Occurrence/ Coverage Term	Per Occurrence
1. <b>Employee Theft</b>	\$10,000	\$500
2. <b>Forgery or Alteration</b>	\$2,500	\$500
3. <b>Inside the Premises - Theft of Money and Securities</b>	\$10,000	\$500
4. <b>Outside the Premises - Theft of Money and Securities</b>	\$2,500	\$500
5. <b>Money Orders And Counterfeit Money</b>	\$10,000	\$500
Forms and endorsements applicable to this Coverage Part at policy inception:		
The Crime Coverage Expanded Coverage (XC®) Coverage Part consists of this Declaration form and the Crime Coverage Expanded Coverage (XC®) Coverage Form.		

Agency \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CinciPlus®

## CRIME EXPANDED COVERAGE (XC®) PLUS COVERAGE PART ENDORSEMENT

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____		
Named Insured:		
<b><u>Item Changed</u>    <u>Reason for Change</u></b>		
<b>Insuring Agreements Forming Part of This Coverage Part</b>	<b>Limit of Insurance</b>	<b>Deductible Amount</b>
	Per Occurrence/ Coverage Term	Per Occurrence
1. <b>Employee Theft</b>	\$25,000	\$500
2. <b>Forgery or Alteration</b>	\$25,000	\$500
3. <b>Inside the Premises - Theft of Money and Securities</b>	\$25,000	\$500
4. <b>Outside the Premises - Theft of Money and Securities</b>	\$5,000	\$500
5. <b>Money Orders And Counterfeit Money</b>	\$25,000	\$500
Forms and endorsements applicable to this Coverage Part at policy inception:		
The Crime Coverage Expanded Coverage (XC®) Plus Coverage Part consists of this Declaration form and the Crime Coverage Expanded Coverage (XC®) Coverage Form.		

Agency \_\_\_\_\_

# 2008 NOTICE TO POLICYHOLDERS

## CRIME AND FIDELITY COVERAGE

This is a summary of the major changes to the Crime and Fidelity Coverage Forms and related endorsements. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

The areas within the policy that broaden, reduce or clarify coverage are highlighted below. This notice does not reference every editorial change made in your policy. You are receiving this with your renewal to help explain some of the changes made in coverage you had prior to this renewal.

The crime and fidelity coverage has been restructured. Previously you had separate coverage parts for insurance such as for theft of money both inside your premises and outside of the premises, and for fidelity coverage, also known as employee dishonesty. With this revision these and other coverages are combined into a single form. A second major change is to provide separate coverage parts for governmental entities, ranging from governmental units such as water districts to cities and counties. A third difference is between a discovery version of coverage versus a loss sustained version. The difference between discovery and loss sustained has to do with when coverage will apply and will not be discussed.

Any of these coverage parts can be written either as an attachment to other coverage parts, such as property and liability, or as a separate policy. The following discussion will focus on the elements in common to all of the available forms. If there is a particular difference between the commercial coverage and the governmental coverage it will be pointed out.

The main coverage forms available are:

- CR 00 20** - Commercial Crime Coverage Form (Discovery Form)
- CR 00 21** - Commercial Crime Coverage Form (Loss Sustained Form)
- CR 00 24** - Government Crime Coverage Form (Discovery Form)
- CR 00 25** - Government Crime Coverage Form (Loss Sustained Form)

These forms contain the following eight insuring agreements:

1. Employee Theft (the government form has 2 versions of employee theft: per loss or per employee)
2. Forgery or Alteration
3. Inside the Premises - Theft of Money and Securities
4. Inside the Premises - Robbery or Safe Burglary of Other Property
5. Outside the Premises
6. Computer Fraud
7. Funds Transfer Fraud
8. Money Orders and Counterfeit Money

The most common coverages are: 1. Employee Theft, 3. Money Inside and 5. Money Outside. All eight insuring agreements are discussed below. Broadening features, reductions in coverage and clarifications are pointed out for each agreement.

## INSURING AGREEMENTS

### 1. EMPLOYEE THEFT

Employee Theft coverage protects against loss of or damage to property resulting from the unlawful taking of such property to the deprivation of the insured. This insuring agreement is an alternative to the existing Employee Dishonesty Coverage Form A - Blanket of the Surety Association of America.

This insuring agreement now specifically states that employee forgery is covered under the Employee Theft Insuring Agreement. This is a clarification.

Coverage for employee benefit plans subject to the Employee Retirement Income Security Act of 1974 (ERISA) is built into the policy. Under these plans, the Employee Theft coverage of the policy is amended to conform with the ERISA Bonding Regulation to provide coverage for dishonest or fraudulent acts on the part of plan administrators or other employees. Each plan must be listed on the declarations page. This broadens coverage for you, if you name the plans. At the request of the U.S. Department of Labor, payment for loss incurred by a joint insured employee benefit plan will now be made directly to the plan itself.

Trading - an exclusion which applies to Employee Theft coverage and precludes coverage for losses resulting from trading whether in the insured's name or in a genuine or fictitious account. The exclusion was previously added to the policy by endorsement. A separate endorsement, **CR 25 16**, is available to include coverage for trading losses. This is a reduction in coverage unless the endorsement is purchased.

Warehouse Receipts - an exclusion which applies to Employee Theft coverage and precludes coverage for losses resulting from dishonest signing, issuing, cancelling or failing to cancel a warehouse receipt or any papers connected with the receipt. The exclusion was previously added to the policy by endorsement. A separate endorsement, **CR 25 17**, is available to include coverage for warehouse receipts losses. This is a reduction in coverage unless the endorsement is purchased.

A condition Acts Committed By You, Your Partners Or Your Members is added. Acts of theft or dishonesty on the part of Members of limited liability companies are specifically excluded. A separate endorsement, **CR 25 04**, to include Members as employees under Employee Theft coverage is now available. This may be a reduction in coverage unless you purchase the endorsement.

Inventory Shortages exclusion - An exception to the exclusion for Employee Theft permits the insured to offer inventory records and actual physical count of inventory, where you establish wholly apart from such computations that you have sustained a loss, in support of the amount of loss claimed. This is a broadening of coverage.

For the Government Crime coverage Employee Theft - Per Loss Coverage protects against loss of or damage to property resulting from the unlawful taking of such property to the deprivation of the insured on a "per loss basis". This insuring agreement is an alternative to the existing Coverage Form O - Public Employee Dishonesty - Per Loss of the Surety Association of America.

For the Government Crime coverage Employee Theft - Per Employee Coverage protects against loss of or damage to property resulting from the unlawful taking of such property to the deprivation of the insured on a "per employee basis". This insuring agreement is an alternative to the existing Coverage Form P - Public Employee Dishonesty - Per Employee of the Surety Association of America.

Under the Government Crime form for Bonded Employees all losses caused by employees who are required by law to be individually bonded are excluded. The exclusion was derived from a similar exclusion in the public employee dishonesty coverage form. A separate endorsement is available to provide Employee Theft coverage excess over the amount of the individual bond. Also, losses caused by treasurers or tax collectors by whatever name known are excluded. The exclusion was derived from a similar exclusion in the public employee dishonesty coverage form. A separate endorsement, **CR 25 12**, is available to provide coverage for treasurers or tax collectors where there is no individual bond requirement.

Coverage for employee benefit plans is built into the policy. Employee benefit plans sponsored by state and local government generally are not subject to the Employee Retirement Income Security Act of 1974 (ERISA). However, similar to ERISA plans, the Employee Theft coverage of the policy is amended to provide coverage for dishonest or fraudulent acts on the part of plan administrators or other employees.

The policy indemnifies public officials who are required to give individual bonds for the faithful performance of their duties against loss through dishonest acts of their subordinates. This condition is derived from a similar condition on the public employee dishonesty coverage form.

## **2. FORGERY OR ALTERATION**

Forgery Or Alteration coverage protects against forgery or alteration of negotiable instruments. This insuring agreement is similar to Coverage Form B - Forgery Or Alteration provided by the Surety Association of America.

As a clarification under the Forgery Or Alteration coverage, forgery is now defined to mean "the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose".

Coverage is extended to loss involving electronic signatures in addition to mechanical signatures through a change to the Facsimile Signatures condition which is now the Electronic And Mechanical Signatures condition. Coverage has also been revised to address substitute checks as defined by the federal Check Clearing for the 21st Century Act. A substitute check, as defined in the Act, will be treated the same as the original it replaced. Both of these changes broaden your coverage.

## **3. INSIDE THE PREMISES - THEFT OF MONEY AND SECURITIES**

This insuring agreement is derived from Section 1. of Coverage Form C - Theft, Disappearance And Destruction and contains minor editorial revisions.

The person committing theft must now be present inside the premises at the time of the act. This is a reduction in coverage.

**TRANSFER OR SURRENDER OF PROPERTY EXCLUSION** This exclusion has been revised to specifically include threats to introduce a denial of service attack; threats to introduce a computer virus; threats to contaminate products or goods and threats to disseminate or divulge confidential information or weaknesses in the source code within the insured's computer system. This is a reduction in coverage.

## **4. INSIDE THE PREMISES - ROBBERY OR SAFE BURGLARY OF OTHER PROPERTY**

This insuring agreement is derived from Section 1. of Coverage Form D - Robbery Or Safe Burglary Of Other Property and contains minor editorial revisions.

**TRANSFER OR SURRENDER OF PROPERTY EXCLUSION** This exclusion has been revised to specifically include threats to introduce a denial of service attack; threats to introduce a computer virus; threats to contaminate products or goods and threats to disseminate or divulge confidential information or weaknesses in the source code within the insured's computer system. This is a reduction in coverage.

## **5. OUTSIDE THE PREMISES**

This Insuring Agreement combines Section 2. of Coverage Form C - Inside The Premises - Theft, Disappearance And Destruction and Section 2. of Coverage Form D - Robbery Or Safe Burglary Of Other Property. The insuring agreement contains minor editorial changes.

**TRANSFER OR SURRENDER OF PROPERTY EXCLUSION** This exclusion has been revised to specifically include threats to introduce a denial of service attack; threats to introduce a computer virus; threats to contaminate products or goods and threats to disseminate or divulge confidential information or weaknesses in the source code within the insured's computer system. This is a reduction in coverage.

## **6. COMPUTER FRAUD**

This insuring agreement is derived from Coverage Form F - Computer Fraud. The territory coverage condition applicable to this insuring agreement has been expanded to provide world-wide coverage. Funds Transfer Fraud and Computer Fraud exclusions have been incorporated into the basic coverage forms and policies in order to make these coverages mutually exclusive.

**CREDIT CARD TRANSACTIONS EXCLUSION** is added so loss resulting from the use of credit card information in computer transactions will not be covered under the Computer Fraud Insuring Agreement. This is a reduction in coverage.

## **7. FUNDS TRANSFER FRAUD**

This new insuring agreement provides coverage for loss resulting from fraudulent instructions directing a financial institution to pay or deliver funds from the insured's transfer account through a telephone or fax

instruction purportedly sent by the insured, Funds Transfer Fraud and Computer Fraud exclusions have been incorporated into the basic coverage forms and policies in order to make these coverages mutually exclusive.

## 8. MONEY ORDERS AND COUNTERFEIT MONEY

This insuring agreement is derived from Coverage Form R - Money Orders And Counterfeit Paper Currency. Coverage under this insuring agreement has been broadened to include money orders and counterfeit paper currency of any country.

Counterfeit money is now defined to mean "an imitation of "money" which is intended to deceive and to be taken as the original". This is a clarification.

This insuring agreement has been revised to extend coverage to all counterfeit money not just U.S. or Canadian paper currency. This is a broadening of coverage.

### COMMON CONDITIONS

**Consolidation-Merger** - Automatic coverage for 90 days instead of 30 days is provided for entities acquired through merger or consolidation. This is a broadening of coverage.

**Ownership Of Property; Interests Covered** - Property for which the insured is legally liable is changed to cover property located anywhere, except when inside the premises of a client. A separate endorsement **CR 04 01** Client's Property is available to cover property on a client's premises. This is a reduction in coverage. Coverage for property leased by the insured has been included. This is a broadening of coverage.

**Valuation-Settlement** - Valuation of property other than money and securities that is lost or damaged is changed from actual cash value to replacement cost. Settlement will still be on an actual cash value basis if the property is not repaired or replaced. This is a broadening of coverage.

### COMMON DEFINITIONS

**Theft** is newly defined as the "unlawful taking of other property to the deprivation of the insured". This definition applies to Employee Theft and all other Crime coverages providing theft coverage. In addition, the word "unlawful" has been incorporated into the definitions of safe burglary and robbery for consistency purposes. This is a clarification.

This definition of **Occurrence** has been revised to state that an occurrence committed by an employee acting alone or in collusion can result from an individual act, the total of separate acts (whether or not related) or a series of acts (whether or not related) committed during the policy period shown in the Declarations, before such policy period or both. In some jurisdictions this may be construed as a reduction in coverage.

The definition of **Other Property** has been revised to specify that electronic data and computer programs are not tangible property. In some jurisdictions this may be construed as a reduction in coverage.

### FORMS USED FOR SPECIAL CIRCUMSTANCES

**Guests' Property CR 04 11** - This insuring agreement combines coverage available under Coverage Form K - Liability For Guests' Property - Safe Deposit Box with Coverage Form L - Liability For Guests' Property - Premises.

**Safe Depository CR 04 12** - This new insuring agreement combines coverage available under Coverage Form M - Safe Depository Liability with Coverage Form N - Safe Depository Direct Loss.

Under the terms of both coverages listed above the following apply:

- The insurer no longer has the right and duty to defend the insured against any suit. Rather, upon written consent of the insurer, the insured will be reimbursed for reasonable legal expenses incurred in defending itself against suits. The amount we pay is in addition to the Limit of insurance. This may be a reduction in coverage.
- The limit of insurance section has been revised to reinforce the coverage requirement that loss must result directly from an "occurrence" to be consistent with the changes in the various crime coverage forms and policies.
- The deductible section which has been revised to reinforce the coverage requirement that loss must result directly from an occurrence is now applicable to Endorsement CR 04 11, and to the Loss Of Customers' Property In Safe Deposit Boxes section in Endorsement CR 04 12.
- The exclusion referencing legal expenses has been expanded to include legal fees and costs to ensure that they are treated in the same manner as other legal expenses.

*SERFF Tracking Number:* CNNA-125884679

*State:* Arkansas

*Filing Company:* The Cincinnati Insurance Company

*State Tracking Number:* EFT \$50

*Company Tracking Number:* CCR-08-6008-AR

*TOI:* 26.0 Burglary & Theft

*Sub-TOI:* 26.0001 Commercial Burglary & Theft

*Product Name:* CCR-08-6008-AR

*Project Name/Number:* /

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125884679

State: Arkansas

Filing Company: The Cincinnati Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: CCR-08-6008-AR

TOI: 26.0 Burglary & Theft

Sub-TOI: 26.0001 Commercial Burglary & Theft

Product Name: CCR-08-6008-AR

Project Name/Number: /

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:**

Approved 11/14/2008

**Comments:**

**Attachments:**

F778AR\_307 CCR-08-6008-AR.pdf

F777AR\_CCR-08-6008-AR.pdf

**Satisfied -Name:** MEMORANDUM

**Review Status:**

Approved 11/14/2008

**Comments:**

**Attachment:**

CCR-08-6008-AR F.pdf

**Satisfied -Name:** Revised F777AR

**Review Status:**

Approved 11/14/2008

**Comments:**

**Attachment:**

F777AR\_CCR-08-6008-AR.pdf

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>CCR-08-6008-AR</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>N/A</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	COMPUTER FRAUD & FUNDS TRANSFER FRAUD COVERAGE SUPPLEMENTAL	CA 004 01 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	CRIME EXPANDED COVERAGE (XC) COVERAGE FORM (DISCOVERY FORM)	CA 102 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	COMMERCIAL CRIME COVERAGE FORM AMENDATORY ENDORSEMENT	CA 440 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	GOVERNMENT CRIME COVERAGE FORM AMENDATORY ENDORSEMENT	CA 442 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	2008 NOTICE TO POLICYHOLDERS CRIME AND FIDELITY COVERAGE	CA 456 10 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	CRIME AND FIDELITY COVERAGE PART DECLARATIONS (COMMERCIAL ENTITIES)	CA 509 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	CRIME AND FIDELITY COVERAGE PART ENDORSEMENT (COMMERCIAL ENTITIES)	CA 509 E 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	CRIME AND FIDELITY COVERAGE PART DECLARATIONS (GOVERNMENT ENTITIES)	CA 511 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	CRIME AND FIDELITY COVERAGE PART ENDORSEMENT (GOVERNMENT ENTITIES)	CA 511 E 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	CinciPlus® CRIME EXPANDED COVERAGE (XC®) COVERAGE PART DECLARATIONS	CA 514 XC 08/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	CinciPlus® CRIME EXPANDED COVERAGE (XC®) COVERAGE PART ENDORSEMENT	CA 514E XC 08/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	CinciPlus® CRIME EXPANDED COVERAGE (XC®) PLUS COVERAGE PART DECLARATIONS	CA 515 XCP 08/07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	CinciPlus® CRIME EXPANDED COVERAGE (XC®) PLUS COVERAGE PART ENDORSEMENT	CA 515E XCP 08/07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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14	CRIME AND FIDELITY COVERAGE SUPPLEMENTAL ENDORSEMENT	CA 901 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 901 01 92	
15	CRIME AND FIDELITY COVERAGE AMENDMENT (AWR VERSION)	CA 905 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 905 01 92	
16	CRIME AND FIDELITY COVERAGE SCHEDULE	CA 907 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	CRIME AND FIDELITY COVERAGE NAMED INSURED SUPPLEMENTAL ENDORSEMENT	CA 910 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	CRIME AND FIDELITY SCHEDULE OF LOCATIONS	CA 911 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	COMMERCIAL CRIME COVERAGE FORM (DISCOVERY FORM)	CR 00 20 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)	CR 00 21 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	GOVERNMENT CRIME COVERAGE FORM (DISCOVERY FORM)	CR 00 24 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	GOVERNMENT CRIME COVERAGE FORM (LOSS SUSTAINED FORM)	CR 00 25 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	CLIENTS' PROPERTY	CR 04 01 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	EXTORTION - COMMERCIAL ENTITIES	CR 04 03 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	EXTORTION - GOVERNMENT ENTITIES	CR 04 04 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	INSIDE THE PREMISES - THEFT OF OTHER PROPERTY	CR 04 05 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	INSIDE THE PREMISES - ROBBERY OF A WATCHPERSON OR BURGLARY OF OTHER	CR 04 06 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	INSIDE THE PREMISES - ROBBERY OF A CUSTODIAN OR SAFE BURGLARY OF MONEY	CR 04 07 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	EMPLOYEE THEFT - NAME OR POSITION SCHEDULE	CR 04 08 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

30	LESSEES OF SAFE DEPOSIT BOXES	CR 04 09 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	SECURITIES DEPOSITED WITH OTHERS	CR 04 10 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	GUESTS' PROPERTY	CR 04 11 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	SAFE DEPOSITORY	CR 04 12 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	DESTRUCTION OF ELECTRONIC DATA OR COMPUTER PROGRAMS	CR 04 13 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35	UNAUTHORIZED REPRODUCTION OF COMPUTER SOFTWARE BY EMPLOYEES	CR 04 14 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36	POLICY CHANGE (DISCOVERY FORM)	CR 20 01 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37	POLICY CHANGE (LOSS SUSTAINED FORM)	CR 20 02 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38	CHANGE EXTENDED PERIOD TO DISCOVER LOSS	CR 20 04 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39	INCLUDE RETROACTIVE DATE FOR NAMED INSURED	CR 20 05 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
40	CONVERT TO AN AGGREGATE LIMIT OF INSURANCE	CR 20 08 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
41	AMEND TERRITORIAL LIMITS	CR 20 09 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
42	CONCURRENT INSURANCE	CR 20 10 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
43	COINDEMNITY	CR 20 11 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
44	BINDING ARBITRATION	CR 20 12 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
45	NON-BINDING ARBITRATION	CR 20 13 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

46	LOSS PAYABLE	CR 20 14 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
47	JOINT LOSS PAYABLE	CR 20 15 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
48	PROVIDE NOTICE OF CANCELLATION TO ANOTHER ENTITY	CR 20 16 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
49	PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY	CR 20 17 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
50	INCLUDE JOINT VENTURE OR PARTNERSHIP AS INSURED(S)	CR 20 18 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
51	OBLIGEE	CR 20 19 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
52	CALCULATION OF PREMIUM	CR 20 20 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
53	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES	CR 20 21 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
54	INCLUDE DESIGNATED PERSON REQUIRED TO HAVE KNOWLEDGE OF LOSS (DISCOVERY FORM)	CR 20 22 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
55	INCLUDE DESIGNATED PERSON REQUIRED TO HAVE KNOWLEDGE OF LOSS (LOSS SUSTAINED)	CR 20 23 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
56	PROVIDE LIMITED COVERAGE FOR LOSS OCCURRING BEFORE RETROACTIVE DATE	CR 20 24 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
57	LOSS REPORTING THRESHOLD	CR 20 25 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
58	PROVIDE AUTOMATIC COVERAGE FOR ACQUIRED ENTITIES	CR 20 26 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
59	PROVIDE VARYING DEDUCTIBLES	CR 20 27 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
60	ADD PROTECTIVE DEVICES OR SERVICES	CR 20 28 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
61	CHANGE IN CONTROL OF THE INSURED - NOTICE TO THE COMPANY	CR 20 29 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

62	EXCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES	CR 25 01 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
63	INCLUDE DESIGNATED AGENTS AS EMPLOYEES	CR 25 02 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
64	INCLUDE PARTNERS AS EMPLOYEES	CR 25 03 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
65	INCLUDE MEMBERS OF A LIMITED LIABILITY COMPANY AS EMPLOYEES	CR 25 04 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
66	INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES AS EMPLOYEES	CR 25 06 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
67	INCLUDE SPECIFIED NON - COMPENSATED OFFICERS AS EMPLOYEES	CR 25 08 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
68	INCLUDE VOLUNTEER WORKERS AS EMPLOYEES	CR 25 09 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
69	INCLUDE VOLUNTEER WORKERS OTHER THAN FUND SOLICITORS AS EMPLOYEES	CR 25 10 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
70	INCLUDE THE SPOUSE AND CHILDREN OF BUILDING MANAGER, SUPERINTENDENT OR	CR 25 11 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
71	INCLUDE TREASURERS OR TAX COLLECTORS AS EMPLOYEES	CR 25 12 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
72	INCLUDE STUDENTS AS EMPLOYEES	CR 25 13 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
73	INCLUDE OFFICERS AND EMPLOYEES OF FEDERAL RESERVE BANK ACTING AS EETS AGENT AS	CR 25 14 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
74	AMEND DEFINITION OF EMPLOYEE TO COMPLY WITH LABOR - MANAGEMENT	CR 25 15 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
75	ADD TRADING COMPANY	CR 25 16 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
76	ADD WAREHOUSE RECEIPTS COVERAGE	CR 25 17 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
77	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE	CR 25 18 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

78	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT	CR 25 19 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
79	ADD CREDIT, DEBIT OR CHARGE CARD FORGERY	CR 25 20 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
80	ADD WAREHOUSE RECEIPTS FORGERY	CR 25 21 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
81	INCLUDE PERSONAL ACCOUNTS OF SPECIFIED PERSONS	CR 25 22 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
82	EXCLUDE CERTAIN RISKS INHERENT IN INSURANCE OPERATIONS	CR 25 23 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
83	EXCLUDE HIGH - GRADING LOSS	CR 25 24 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
84	EXCLUDE UNAUTHORIZED ADVANCES, REQUIRE ANNUAL AUDIT	CR 25 25 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
85	RURAL UTILITIES SERVICE BORROWING CORPORATIONS - LIMIT AMOUNT OF INSURANCE	CR 25 26 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
86	RURAL UTILITIES SERVICE JOINT INSURED	CR 25 27 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
87	RURAL UTILITIES SERVICE REGULATIONS	CR 25 28 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
88	INSURED AT MILITARY CENTER	CR 25 29 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
89	BANKS FOR COOPERATIVES AND FEDERAL INTERMEDIATE CREDIT BANKS	CR 25 30 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
90	ADD BLANKET EXCESS LIMIT OF INSURANCE FOR SPECIFIED JOINT INSURED	CR 25 31 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
91	PROVIDE EMPLOYEE THEFT COVERAGE EXCESS OVER A STATUTORY BOND	CR 25 32 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
92	EMPLOYEE THEFT- PER LOSS EXCESS OVER EMPLOYEE THEFT- PER EMPLOYEE	CR 25 33 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
93	ADD SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR POSITIONS	CR 25 34 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

94	ADD SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR POSITIONS FOR	CR 25 35 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
95	CHANGE SCHEDULE (DISCOVERY FORM)	CR 25 36 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
96	CHANGE SCHEDULE (LOSS SUSTAINED FORM)	CR 25 37 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
97	CHANGE SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES	CR 25 38 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
98	CHANGE SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES	CR 25 39 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
99	INCLUDE EXPENSES INCURRED TO ESTABLISH AMOUNT OF COVERED LOSS	CR 25 40 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
100	INCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES	CR 25 41 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
101	INCLUDE COMPUTER SOFTWARE CONTRACTORS AS EMPLOYEES	CR 25 42 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
102	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR SPECIFIED GOVERNMENT	CR 25 43 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
103	EXCLUDE SPECIFIED PROPERTY	CR 35 01 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
104	INCREASE LIMIT FOR SPECIFIED PROPERTY SUBJECT TO SPECIAL LIMIT OF INSURANCE	CR 35 04 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
105	INCLUDE AUTOMOTIVE PRODUCTS IN OUTSIDE CONTAINERS	CR 35 07 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
106	LIMIT COVERAGE TO SPECIFIED PORTION OF PREMISES	CR 35 08 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
107	FORCIBLE ENTRY INTO PREMISES REQUIREMENT	CR 35 10 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
108	INCLUDE OUTSIDE SHOWCASES OR SHOW WINDOWS AS PREMISES	CR 35 11 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
109	CONVERT TO SCHEDULE COVERAGE	CR 35 12 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

110	EXCLUDE DESIGNATED PREMISES	CR 35 13 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
111	REDUCE LIMIT OF INSURANCE FOR DESIGNATED PREMISES	CR 35 14 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
112	DECREASE LIMIT OF INSURANCE WHILE PREMISES NOT OPEN FOR BUSINESS	CR 35 15 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
113	EXCLUDE FROM EXTORTION COVERAGE PERSONS OR PROPERTY AT DESIGNATED	CR 35 16 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
114	INCLUDE PERSONAL EXTORTION FOR A NAMED INDIVIDUALS	CR 35 17 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
115	CHANGE SCHEDULE COVERAGE	CR 35 18 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
116	LIMIT COVERAGE TO FIXTURES, FITTINGS OR APPLIANCES OR PROPERTY IN PUBLIC	CR 35 19 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
117	ADD PROPERTY OF OTHERS	CR 35 20 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
118	INCLUDE THEFT OF OUTDOOR SIGNS	CR 35 21 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
119	REQUIRE RECORD OF CHECKS	CR 35 22 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
120	EXTEND DEFINITION OF PREMISES TO INCLUDE PORTION OF GROUNDS ENCLOSED BY FENCE OR	CR 35 23 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
121	INCREASE LIMIT OF INSURANCE FOR SPECIFIED PERIODS	CR 35 24 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
122	INCLUDE SELLING PRICE OR PROCESSING CHARGE	CR 35 25 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
123	EXTEND PREMISES TO ENTIRE PLOT OF GROUND UNDER YOUR CONTROL	CR 35 26 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
124	INCLUDE COVERED PROPERTY IN CUSTODY OF DESIGNATED AGENTS	CR 35 27 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
125	INCLUDE GUESTS' PROPERTY ACCEPTED FOR SAFEKEEPING	CR 35 28 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

126	INCLUDE SECURITIES HELD BY A DEPOSITORY IN TRUST	CR 35 29 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
127	INCLUDE BULKY PROPERTY	CR 35 30 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
128	PROVIDE SUBLIMITS FOR MONEY, SECURITIES OR CHECKS	CR 35 31 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
129	LIMIT COVERAGE FOR MONEY AND SECURITIES OUTSIDE THE PREMISES TO ROBBERY ONLY	CR 35 32 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
130	INCREASE LIMIT OF INSURANCE PER GUEST	CR 35 33 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
131	INCLUDE DAMAGE FROM FOOD OR LIQUID	CR 35 34 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
132	INCLUDE PROPERTY IN CUSTODY OF LAUNDRY OR CLEANER	CR 35 35 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
133	INCLUDE PROPERTY OF GUESTS OCCUPYING LEASED LODGING ACCOMMODATIONS	CR 35 36 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
134	INCLUDE SAMPLES OR ARTICLES CARRIED OR HELD FOR SALE OR DELIVERY	CR 35 37 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
135	INCLUDE MONEY FOR FULL OR PARTIAL LIMIT OF INSURANCE	CR 35 38 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
136	SAFE DEPOSIT BOX TRANSFER	CR 35 40 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">a. Date the filing is received:</td></tr> <tr><td colspan="2">b. Analyst:</td></tr> <tr><td colspan="2">c. Disposition:</td></tr> <tr><td colspan="2">d. Date of disposition of the filing:</td></tr> <tr><td colspan="2">e. Effective date of filing:</td></tr> <tr> <td style="width: 50%; text-align: center;">New Business</td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">Renewal Business</td> <td></td> </tr> <tr><td colspan="2">f. State Filing #:</td></tr> <tr><td colspan="2">g. SERFF Filing #:</td></tr> <tr> <td>h. Subject Codes</td> <td></td> </tr> </table>	a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #:		h. Subject Codes	
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g. SERFF Filing #:																					
h. Subject Codes																					

<b>3. Group Name</b>	<b>Group NAIC #</b>
The Cincinnati Insurance Company	0244

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Cincinnati Insurance Company	Ohio	0244-10677	31-0542366	03

<b>5. Company Tracking Number</b>	<b>CCR-08-6008-AR</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	6200 South Gilmore Road Fairfield, Ohio 45014-5141	Senior Filing Specialist	513-870-2091	513-888-8884	Sharon_grubbs@cinfin.com
7.	Signature of authorized filer		<i>Sharon Grubbs</i>		
8.	Please print name of authorized filer		Sharon Grubbs		

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	BURGLARY AND THEFT
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	COMM'L BURGLARY AND THEFT
<b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]	n/a
<b>12. Company Program Title</b> (Marketing title)	CRIME AND FIDELITY
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: 01/01/2009                      Renewal: 01/01/09
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	n/a
<b>17. Reference Organization # &amp; Title</b>	n/a
<b>18. Company's Date of Filing</b>	11/03/08
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	CCR-08-6008-AR
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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See Memorandum

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #:** EFT FILING  
**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**ARKANSAS  
DIVISION THREE - CRIME AND FIDELITY  
FORMS MEMORANDUM**

<b>NEW FORM</b>	<b>OLD/WITHDRAWN FORM</b>	<b>TITLE/DESCRIPTION OF CHANGE</b>
CA 004 01 07		COMPUTER FRAUD & FUNDS TRANSFER FRAUD COVERAGE SUPPLEMENTAL APPLICATION
CA 102 08 07		CRIME EXPANDED COVERAGE (XC) COVERAGE FORM (DISCOVERY FORM)
CA 440 08 07		COMMERCIAL CRIME COVERAGE FORM AMENDATORY ENDORSEMENT This form deletes the ISO liberalization language for company specific language which broader than ISO.
CA 442 08 07		GOVERNMENT CRIME COVERAGE FORM AMENDATORY ENDORSEMENT This form deletes the ISO liberalization language for company specific language which broader than ISO.
CA 456 10 08		2008 NOTICE TO POLICYHOLDERS CRIME AND FIDELITY COVERAGE
CA 509 08 07		CRIME AND FIDELITY COVERAGE PART DECLARATIONS (COMMERCIAL ENTITIES)
CA 509 E 08 07		CRIME AND FIDELITY COVERAGE PART ENDORSEMENT (COMMERCIAL ENTITIES)
CA 511 08 07		CRIME AND FIDELITY COVERAGE PART DECLARATIONS (GOVERNMENT ENTITIES)
CA 511 E 08 07		CRIME AND FIDELITY COVERAGE PART ENDORSEMENT (GOVERNMENT ENTITIES)
CA 514 XC 08/07		CinciPlus® CRIME EXPANDED COVERAGE (XC®) COVERAGE PART DECLARATIONS
CA 514E XC 08/07		CinciPlus® CRIME EXPANDED COVERAGE (XC®) COVERAGE PART ENDORSEMENT
CA 515 XCP 08/07		CinciPlus® CRIME EXPANDED COVERAGE (XC®) PLUS COVERAGE PART DECLARATIONS
CA 515E XCP 08/07		CinciPlus® CRIME EXPANDED COVERAGE (XC®) PLUS COVERAGE PART ENDORSEMENT
CA 901 08 07	CA 901 01 92	CRIME AND FIDELITY COVERAGE SUPPLEMENTAL ENDORSEMENT
CA 905 08 07	CA 905 01 92	CRIME AND FIDELITY COVERAGE AMENDMENT (AWR VERSION)

**ARKANSAS  
DIVISION THREE - CRIME AND FIDELITY  
FORMS MEMORANDUM**

CA 907 08 07	CA 907 01 92	CRIME AND FIDELITY COVERAGE SCHEDULE
CA 910 08 07	CA 910 01 92	CRIME AND FIDELITY COVERAGE NAMED INSURED SUPPLEMENTAL ENDORSEMENT
CA 911 08 07		CRIME AND FIDELITY SCHEDULE OF LOCATIONS
CR 00 20 05 06		COMMERCIAL CRIME COVERAGE FORM (DISCOVERY FORM)
CR 00 21 05 06		COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)
CR 00 24 05 06		GOVERNMENT CRIME COVERAGE FORM (DISCOVERY FORM)
CR 00 25 05 06		GOVERNMENT CRIME COVERAGE FORM (LOSS SUSTAINED FORM)
CR 04 01 05 06		CLIENTS' PROPERTY
CR 04 03 08 07		EXTORTION - COMMERCIAL ENTITIES
CR 04 04 08 07		EXTORTION - GOVERNMENT ENTITIES
CR 04 05 08 07		INSIDE THE PREMISES - THEFT OF OTHER PROPERTY
CR 04 06 08 07		INSIDE THE PREMISES - ROBBERY OF A WATCHPERSON OR BURGLARY OF OTHER PROPERTY
CR 04 07 08 07		INSIDE THE PREMISES - ROBBERY OF A CUSTODIAN OR SAFE BURGLARY OF MONEY AND SECURITIES
CR 04 08 08 07		EMPLOYEE THEFT - NAME OR POSITION SCHEDULE
CR 04 09 08 07		LESSEES OF SAFE DEPOSIT BOXES
CR 04 10 08 07		SECURITIES DEPOSITED WITH OTHERS
CR 04 11 08 07		GUESTS' PROPERTY
CR 04 12 08 07		SAFE DEPOSITORY
CR 04 13 05 06		DESTRUCTION OF ELECTRONIC DATA OR COMPUTER PROGRAMS
CR 04 14 05 06		UNAUTHORIZED REPRODUCTION OF COMPUTER SOFTWARE BY EMPLOYEES
CR 20 01 08 07		POLICY CHANGE (DISCOVERY FORM)

**ARKANSAS  
DIVISION THREE - CRIME AND FIDELITY  
FORMS MEMORANDUM**

CR 20 02 08 07	POLICY CHANGE (LOSS SUSTAINED FORM)
CR 20 04 08 07	CHANGE EXTENDED PERIOD TO DISCOVER LOSS
CR 20 05 08 07	INCLUDE RETROACTIVE DATE FOR NAMED INSURED
CR 20 08 08 07	CONVERT TO AN AGGREGATE LIMIT OF INSURANCE
CR 20 09 08 07	AMEND TERRITORIAL LIMITS
CR 20 10 08 07	CONCURRENT INSURANCE
CR 20 11 08 07	COINDEMNITY
CR 20 12 08 07	BINDING ARBITRATION
CR 20 13 08 07	NON-BINDING ARBITRATION
CR 20 14 08 07	LOSS PAYABLE
CR 20 15 08 07	JOINT LOSS PAYABLE
CR 20 16 08 07	PROVIDE NOTICE OF CANCELLATION TO ANOTHER ENTITY
CR 20 17 08 07	PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY
CR 20 18 08 07	INCLUDE JOINT VENTURE OR PARTNERSHIP AS INSURED(S)
CR 20 19 08 07	OBLIGEE
CR 20 20 08 07	CALCULATION OF PREMIUM
CR 20 21 08 07	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
CR 20 22 08 07	INCLUDE DESIGNATED PERSON REQUIRED TO HAVE KNOWLEDGE OF LOSS (DISCOVERY FORM)
CR 20 23 08 07	INCLUDE DESIGNATED PERSON REQUIRED TO HAVE KNOWLEDGE OF LOSS (LOSS SUSTAINED FORM)
CR 20 24 08 07	PROVIDE LIMITED COVERAGE FOR LOSS OCCURRING BEFORE RETROACTIVE DATE
CR 20 25 08 07	LOSS REPORTING THRESHOLD
CR 20 26 08 07	PROVIDE AUTOMATIC COVERAGE FOR ACQUIRED ENTITIES

**ARKANSAS  
DIVISION THREE - CRIME AND FIDELITY  
FORMS MEMORANDUM**

CR 20 27 08 07	PROVIDE VARYING DEDUCTIBLES
CR 20 28 08 07	ADD PROTECTIVE DEVICES OR SERVICES
CR 20 29 08 07	CHANGE IN CONTROL OF THE INSURED - NOTICE TO THE COMPANY
CR 25 01 08 07	EXCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES
CR 25 02 05 06	INCLUDE DESIGNATED AGENTS AS EMPLOYEES
CR 25 03 08 07	INCLUDE PARTNERS AS EMPLOYEES
CR 25 04 08 07	INCLUDE MEMBERS OF A LIMITED LIABILITY COMPANY AS EMPLOYEES
CR 25 06 08 07	INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES AS EMPLOYEES
CR 25 08 08 07	INCLUDE SPECIFIED NON - COMPENSATED OFFICERS AS EMPLOYEES
CR 25 09 08 07	INCLUDE VOLUNTEER WORKERS AS EMPLOYEES
CR 25 10 08 07	INCLUDE VOLUNTEER WORKERS OTHER THAN FUND SOLICITORS AS EMPLOYEES
CR 25 11 05 06	INCLUDE THE SPOUSE AND CHILDREN OF BUILDING MANAGER, SUPERINTENDENT OR JANITORS AS EMPLOYEES
CR 25 12 08 07	INCLUDE TREASURERS OR TAX COLLECTORS AS EMPLOYEES
CR 25 13 08 07	INCLUDE STUDENTS AS EMPLOYEES
CR 25 14 08 07	INCLUDE OFFICERS AND EMPLOYEES OF FEDERAL RESERVE BANK ACTING AS EFTS AGENT AS EMPLOYEES
CR 25 15 08 07	AMEND DEFINITION OF EMPLOYEE TO COMPLY WITH LABOR - MANAGEMENT REPORTING AND DISCLOSURE ACT OF 1959
CR 25 16 08 07	ADD TRADING COMPANY
CR 25 17 08 07	ADD WAREHOUSE RECEIPTS COVERAGE
CR 25 18 08 07	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE

**ARKANSAS  
DIVISION THREE - CRIME AND FIDELITY  
FORMS MEMORANDUM**

CR 25 19 05 06	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES
CR 25 20 08 07	ADD CREDIT, DEBIT OR CHARGE CARD FORGERY
CR 25 21 08 07	ADD WAREHOUSE RECEIPTS FORGERY
CR 25 22 08 07	INCLUDE PERSONAL ACCOUNTS OF SPECIFIED PERSONS
CR 25 23 08 07	EXCLUDE CERTAIN RISKS INHERENT IN INSURANCE OPERATIONS
CR 25 24 08 07	EXCLUDE HIGH - GRADING LOSS
CR 25 25 08 07	EXCLUDE UNAUTHORIZED ADVANCES, REQUIRE ANNUAL AUDIT
CR 25 26 08 07	RURAL UTILITIES SERVICE BORROWING CORPORATIONS - LIMIT AMOUNT OF INSURANCE ON COLLECTION AGENTS
CR 25 27 05 06	RURAL UTILITIES SERVICE JOINT INSURED
CR 25 28 05 06	RURAL UTILITIES SERVICE REGULATIONS
CR 25 29 08 07	INSURED AT MILITARY CENTER
CR 25 30 08 07	BANKS FOR COOPERATIVES AND FEDERAL INTERMEDIATE CR EDIT BANKS
CR 25 31 08 07	ADD BLANKET EXCESS LIMIT OF INSURANCE FOR SPECIFIED JOINT INSURED
CR 25 32 08 07	PROVIDE EMPLOYEE THEFT COVERAGE EXCESS OVER A STATUTORY BOND REQUIREMENT
CR 25 33 08 07	EMPLOYEE THEFT- PER LOSS EXCESS OVER EMPLOYEE THEFT- PER EMPLOYEE
CR 25 34 08 07	ADD SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR POSITIONS
CR 25 35 08 07	ADD SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR POSITIONS FOR EMPLOYEE THEFT ONLY
CR 25 36 08 07	CHANGE SCHEDULE (DISCOVERY FORM)
CR 25 37 08 07	CHANGE SCHEDULE (LOSS SUSTAINED FORM)

**ARKANSAS  
DIVISION THREE - CRIME AND FIDELITY  
FORMS MEMORANDUM**

CR 25 38 08 07	CHANGE SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR POSITIONS (DISCOVERY FORM)
CR 25 39 08 07	CHANGE SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR POSITIONS (LOSS SUSTAINED FORM)
CR 25 40 08 07	INCLUDE EXPENSES INCURRED TO ESTABLISH AMOUNT OF COVERED LOSS
CR 25 41 08 07	INCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES
CR 25 42 05 06	INCLUDE COMPUTER SOFTWARE CONTRACTORS AS EMPLOYEES
CR 25 43 05 06	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR SPECIFIED GOVERNMENT EMPLOYEES OR POSITIONS
CR 35 01 08 07	EXCLUDE SPECIFIED PROPERTY
CR 35 04 08 07	INCREASE LIMIT FOR SPECIFIED PROPERTY SUBJECT TO SPECIAL LIMIT OF INSURANCE
CR 35 07 08 07	INCLUDE AUTOMOTIVE PRODUCTS IN OUTSIDE CONTAINERS
CR 35 08 08 07	LIMIT COVERAGE TO SPECIFIED PORTION OF PREMISES
CR 35 10 08 07	FORCIBLE ENTRY INTO PREMISES REQUIREMENT
CR 35 11 08 07	INCLUDE OUTSIDE SHOWCASES OR SHOW WINDOWS AS PREMISES
CR 35 12 08 07	CONVERT TO SCHEDULE COVERAGE
CR 35 13 08 07	EXCLUDE DESIGNATED PREMISES
CR 35 14 08 07	REDUCE LIMIT OF INSURANCE FOR DESIGNATED PREMISES
CR 35 15 08 07	DECREASE LIMIT OF INSURANCE WHILE PREMISES NOT OPEN FOR BUSINESS
CR 35 16 08 07	EXCLUDE FROM EXTORTION COVERAGE PERSONS OR PROPERTY AT DESIGNATED PREMISES
CR 35 17 08 07	INCLUDE PERSONAL EXTORTION FOR A NAMED INDIVIDUALS

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CR 35 18 08 07	CHANGE SCHEDULE COVERAGE
CR 35 19 08 07	LIMIT COVERAGE TO FIXTURES, FITTINGS OR APPLIANCES OR PROPERTY IN PUBLIC ENTRANCES, HALLWAYS OR STOREROOMS
CR 35 20 08 07	ADD PROPERTY OF OTHERS
CR 35 21 08 07	INCLUDE THEFT OF OUTDOOR SIGNS
CR 35 22 08 07	REQUIRE RECORD OF CHECKS
CR 35 23 08 07	EXTEND DEFINITION OF PREMISES TO INCLUDE PORTION OF GROUNDS ENCLOSED BY FENCE OR WALL
CR 35 24 08 07	INCREASE LIMIT OF INSURANCE FOR SPECIFIED PERIODS
CR 35 25 08 07	INCLUDE SELLING PRICE OR PROCESSING CHARGE
CR 35 26 08 07	EXTEND PREMISES TO ENTIRE PLOT OF GROUND UNDER YOUR CONTROL
CR 35 27 08 07	INCLUDE COVERED PROPERTY IN CUSTODY OF DESIGNATED AGENTS
CR 35 28 08 07	INCLUDE GUESTS' PROPERTY ACCEPTED FOR SAFEKEEPING
CR 35 29 08 07	INCLUDE SECURITIES HELD BY A DEPOSITORY IN TRUST
CR 35 30 08 07	INCLUDE BULKY PROPERTY
CR 35 31 08 07	PROVIDE SUBLIMITS FOR MONEY, SECURITIES OR CHECKS
CR 35 32 08 07	LIMIT COVERAGE FOR MONEY AND SECURITIES OUTSIDE THE PREMISES TO ROBBERY ONLY
CR 35 33 08 07	INCREASE LIMIT OF INSURANCE PER GUEST
CR 35 34 08 07	INCLUDE DAMAGE FROM FOOD OR LIQUID
CR 35 35 08 07	INCLUDE PROPERTY IN CUSTODY OF LAUNDRY OR CLEANER
CR 35 36 08 07	INCLUDE PROPERTY OF GUESTS OCCUPYING LEASED LODGING ACCOMMODATIONS

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CR 35 37 08 07

INCLUDE SAMPLES OR ARTICLES CARRIED OR HELD  
FOR SALE OR DELIVERY

CR 35 38 08 07

INCLUDE MONEY FOR FULL OR PARTIAL LIMIT OF  
INSURANCE

CR 35 40 08 07

SAFE DEPOSIT BOX TRANSFER

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <tr> <td style="width: 50%; text-align: center;">New Business</td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
The Cincinnati Insurance Company	0244

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Cincinnati Insurance Company	Ohio	0244-10677	31-0542366	03

<b>5. Company Tracking Number</b>	<b>CCR-08-6008-AR</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	6200 South Gilmore Road Fairfield, Ohio 45014-5141	Senior Filing Specialist	513-870-2091	513-888-8884	Sharon_grubbs@cinfin.com
7.	Signature of authorized filer		<i>Sharon Grubbs</i>		
8.	Please print name of authorized filer		Sharon Grubbs		

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	BURGLARY AND THEFT
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	COMM'L BURGLARY AND THEFT
<b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]	n/a
<b>12. Company Program Title</b> (Marketing title)	CRIME AND FIDELITY
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: 05/01/2009                      Renewal: 05/01/09
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	n/a
<b>17. Reference Organization # &amp; Title</b>	n/a
<b>18. Company's Date of Filing</b>	11/03/08
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	CCR-08-6008-AR
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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See Memorandum

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #:** EFT FILING  
**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**