

# CRIME PROTECTION POLICY

Edition of March 1, 2019

**Policy No.**

(Herein called Company)

## DECLARATIONS

**Item 1.** Name of Insured (herein called Insured):

Principal Address:

**Item 2.** Policy Period: from 12:01 a.m. on \_\_\_\_\_ to 12:01 a.m. on \_\_\_\_\_  
(MONTH, DAY, YEAR) (MONTH, DAY, YEAR)

## **Item 3. INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES**

<u>Insuring Agreement</u>	<u>Limit of Insurance Per Occurrence</u>	<u>Deductible Amount Per Occurrence</u>
1. Employee Dishonesty		
2. Forgery or Alteration		
3. Inside the Premises		
4. Outside the Premises		
5. Computer Hacking		
6. Money Orders and Counterfeit Paper Cash		
7. Loss of Client's Property		
8. Funds Transfer Fraud		
9. Fraudulently Induced Transfer		
10. ERISA Fraud or Dishonesty		
If added by Endorsement, Insuring Agreement(s):		

If "Not Covered" is inserted above opposite any specified Insuring Agreement, or if no amount is inserted, such Insuring Agreement and any other reference thereto in this Policy shall be deemed to be deleted.

## **Item 4. ENDORSEMENTS FORMING PART OF THIS POLICY WHEN ISSUED**

SE 01 17 04 12, SE 01 33 11 04

## **Item 5. CANCELLATION OF PRIOR INSURANCE**

By acceptance of this Policy you give us notice cancelling prior policy Nos.

**CRIME PROTECTION POLICY**

**TABLE OF CONTENTS**

Page

**A. CONSIDERATION CLAUSE** ..... 4

**B. INSURING AGREEMENTS**

- 1. Employee Dishonesty ..... 4
- 2. Forgery or Alteration ..... 4
- 3. Inside the Premises ..... 4
- 4. Outside the Premises ..... 5
- 5. Computer Hacking ..... 5
- 6. Money Orders and Counterfeit Paper Cash ..... 5
- 7. Loss of Clients Property Resulting from Employee Dishonesty ..... 5
- 8. Funds Transfer Fraud ..... 5
- 9. Fraudulently Induced Transfer ..... 5
- 10. ERISA Fraud or Dishonesty ..... 5

**C. DEFINITIONS**

- 1. Access credentials ..... 6
- 2. Cash ..... 6
- 3. Client ..... 6
- 4. Computer ..... 6
- 5. Computer program ..... 6
- 6. Counterfeit ..... 6
- 7. Covered person ..... 6
- 8. Cryptocurrency ..... 6
- 9. Custodian ..... 6
- 10. Data ..... 6
- 11. Employee ..... 6
- 12. Employee benefit plan(s) ..... 7
- 13. Forgery ..... 7
- 14. Financial institution premises ..... 7
- 15. Fraud or dishonesty..... 7
- 16. Fraudulent instruction ..... 7
- 17. Fraudulently induced transfer ..... 7
- 18. Funds ..... 7
- 19. Messenger ..... 7
- 20. Money ..... 7
- 21. Network ..... 7
- 22. Occurrence ..... 7
- 23. Ordering employee ..... 8
- 24. Other property ..... 8
- 25. Owner ..... 8
- 26. Payment order ..... 8
- 27. Premises ..... 8
- 28. Robbery ..... 8
- 29. Safe burglary ..... 8
- 30. Securities ..... 8
- 31. Security procedure ..... 8
- 32. Theft ..... 8
- 33. Transfer account ..... 8
- 34. Vendor ..... 9
- 35. Watchperson ..... 9

**D. EXCLUSIONS**  
Applicable to All Insuring Agreements, Except as Indicated

1. Acts Committed by You .....	9
2. Acts of Employees, Directors, Trustees or Representatives .....	9
3. Fire .....	9
4. Governmental Action .....	9
5. Indirect Loss .....	9
6. Legal Expenses .....	9
7. Nuclear Chemical or Biological .....	9
8. War and Similar Actions .....	9
9. Confidential Information.....	9
10. Data Breach Costs .....	10
11. Cryptocurrency.....	10
12. Voluntary Parting of Title to or Possession of Property.....	10

**Applicable to Specific Insuring Agreements**

1. Under Insuring Agreement 1	
Prior Dishonesty .....	10
2. Under Insuring Agreements 1, 5 and 7	
Inventory Shortages .....	10
3. Under Insuring Agreements 3 and 4	
Accounting or Arithmetical Errors or Omissions.....	10
Money Operated Devices.....	10
Transfer or Surrender of Property .....	10
Vandalism .....	11
4. Under Insuring Agreement 4	
Motor Vehicles or Equipment and Accessories .....	11
5. Under Insuring Agreements 3, 4 and 6	
Exchanges or Purchases .....	11
6. Under Insuring Agreement 5	
Failure to Follow Security Procedures .....	11
Debit and Credit Cards .....	11
7. Under Insuring Agreement 10	
Prior Dishonesty .....	11
Inventory Shortages .....	11
Negligence .....	11

**E. CONDITIONS**

**Applicable to All Insuring Agreements**

1. Cancellation .....	11
2. Changes .....	12
3. Concealment, Misrepresentation or Fraud .....	12
4. Consolidation and Merger .....	12
5. Deductible .....	12
6. Discovery of Loss .....	12
7. Duties in the Event of Loss .....	13
8. Extended Period to Discover Loss.....	13
9. Joint Insured .....	13
10. Legal Action Against Us .....	13
11. Liberalization .....	13
12. Limit of Insurance .....	13
13. Loss Covered Under More Than One Coverage .....	13
14. Non-Cumulation of Limit of Insurance .....	13
15. Other Insurance .....	14
16. Ownership of Property, Interests Covered .....	14
17. Records .....	14
18. Recoveries .....	14
19. Territory .....	14

20. Transfer of Your Rights and Duties Under This Policy .....	14
21. Transfer of Your Rights of Recovery Against Others to Us .....	15
22. Valuation—Settlement .....	15
<b>Applicable to Specific Insuring Agreements</b>	
1. Insuring Agreement 1 and 7	
Cancellation as to Any Employee .....	16
2. Insuring Agreement 2	
Deductible .....	16
Facsimile Signature .....	16
Proof of Loss .....	16
3. Insuring Agreements 3 and 4	
Special Limit of Insurance for Specified Property .....	16
Duties in the Event of Loss .....	16
4. Insuring Agreement 5	
Special Limit of Insurance for Specified Property .....	16
Duties in the Event of Loss .....	17
5. Insuring Agreement 6	
Duties in the Event of Loss .....	17
6. Insuring Agreement 7 .....	17
7. Insuring Agreement 10	
Consolidation and Merger .....	17
Employee Benefit Plan(s) .....	17
Extended Period to Discover Loss .....	17
Cancellation as to Any Covered Person .....	18
Deductible .....	18

LIBERTY MUTUAL SURETY  
SAMPLE  
SAMPLE BOND FORM

**CRIME PROTECTION  
POLICY**

Throughout this Policy the words "you" and "your" refer to the Insured(s) shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Read the entire Policy carefully to determine rights, duties and what is or is not covered. Words and phrases defined in the Policy are in **bold** type.

**A. CONSIDERATION  
CLAUSE**

In return for the payment of the premium, and subject to the Declarations, Insuring Agreements, Definitions, Exclusions, Conditions and other terms of this Policy, we will pay for loss covered by an Insuring Agreement of this Policy that you sustain resulting directly from acts committed or events occurring at any time and 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. 8.

**B. INSURING  
AGREEMENTS**

**1. Employee Dishonesty**

We will pay for loss resulting directly from dishonest acts committed by an **employee**, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

- a. Cause you to sustain loss; and
- b. Obtain an improper financial benefit for:
  - (1) The **employee**; or
  - (2) Any person or organization intended by the **employee** to receive that benefit.

As used in this Insuring Agreement, an improper financial benefit does not include any employee benefits received in the course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

As used in this Insuring Agreement, loss does not include any employee benefits (including but not limited to: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) intentionally paid by you; provided that this paragraph shall not exclude a loss otherwise covered under this Insuring Agreement.

**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;
  - (2) Made or drawn by one acting as your agent; or that purport to have been so made or drawn.
- 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 for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

**3. Inside the Premises**

- a. We will pay for loss of **cash** and **securities** inside the **premises** or **financial institution premises** resulting directly from **theft**, disappearance or destruction. Provided, however, in the case of **theft**, the **theft** was committed by a person physically present in the **premises** or **financial institution premises** at the time of loss of such **cash** or **securities**.
- b. We will pay for loss of, and loss from 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**.
- c. We will pay:
  - (1) For loss from damage to the **premises** or its exterior; or
  - (2) For loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the **premises**;

resulting directly from an actual or attempted **theft, robbery** or **safe burglary**, if you are the owner of the **premises** or are liable for damage to it.

**4. Outside the Premises**

We will pay for loss of, and loss from damage to, **cash, securities and other property** outside the **premises** while in the care and custody of a **messenger** or armored motor vehicle company:

- a. For **cash** and **securities** resulting from **theft**, disappearance or destruction; and
- b. For **other property** resulting from actual or attempted **robbery**.

**5. Computer Hacking**

We will pay for loss resulting directly from your **computer** or the **computer** of your financial institution, with no action, authorization or intervention by an **employee**, having transferred **money, securities or other property** from your **premises or financial institution premises** to a person, entity, place or account outside of your control. Such transfer must result directly from unauthorized access into your **computer** or the **computer** of your financial institution through a **network** by misappropriating and using your **access credentials**, thereby causing the **computer** to effect such transfer.

**6. Money Orders and Counterfeit Paper Cash**

We will pay for loss resulting directly from your having accepted in good faith and in the regular course of business, in exchange for merchandise, **money** or services:

- a. Money orders issued by any post office, express company or bank in the United States or Canada that are not paid upon presentation; or
- b. **Counterfeit** United States or Canadian paper **cash**.

**7. Loss of Clients Property Resulting from Employee Dishonesty**

We will pay for loss of, and loss from damage to, **money, securities, and other property** sustained by a **client** of yours, resulting directly from dishonest acts committed by an identified **employee**, acting alone or in collusion with other persons, with the manifest intent to:

- a. Cause your **client** to sustain loss; and also
- b. Obtain an improper financial benefit for:
  - (1) The **employee**; or
  - (2) Any person or organization (other than you) intended by the **employee** to receive that benefit.

As used in this Insuring Agreement, an improper financial benefit does not include any employee benefits received in the course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

As used in this Insuring Agreement, loss does not include any employee benefits (including but not limited to: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) intentionally paid by the Insured; provided that this paragraph shall not exclude a loss otherwise covered under this Insuring Agreement.

**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. Fraudulently Induced Transfer**

We will pay for loss of **funds** resulting directly from a **fraudulently induced transfer** causing the **funds** to be transferred from your **premises or financial institution premises** to a person, entity, place or account outside of your control.

**10. ERISA Fraud or Dishonesty**

We will pay for loss of **money, securities or other property** incurred by an **employee benefit plan** named in this Policy resulting directly from **fraud or dishonesty** committed by a **covered person**. Coverage afforded by this Insuring Agreement extends only to **employee benefit plans** named in this Policy, and does not extend to Insureds that are not **employee benefit plans**.

## C. DEFINITIONS

1. **Access credentials** means information, items or characteristics necessary to gain access to your **computer** or the **computer** of your financial institution, and used to authenticate the user's identity, including, but not limited to, passwords, personal identification numbers, shared secrets, tokens and biometrics.
2. **Cash** means United States or Canadian bills and coins in current use and having a face value that are accepted by the United States or by the government of Canada as legal tender for the payment of debts.
3. **Client** means an entity or natural person for which you perform services as specified in a written agreement.
4. **Computer** means electronic device or a group of devices that are capable of receiving **data** and performing a sequence of operations in accordance with a **computer program** to produce a result in the form of information or signals.
5. **Computer program** means a set of related electronic instructions that direct the operations and functions of a **computer** that enable the **computer** to receive, process, store or send **data**.
6. **Counterfeit** means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
7. **Covered person** means 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)** insured under this Insuring Agreement; or
  - b. a director, officer, employee or trustee of a named Insured, but only while that person is handling **money, securities or other property** of an **employee benefit plan** insured under this Insuring Agreement;but does not include any agent, broker, person leased to you or the **employee benefit plan** by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character.
8. **Cryptocurrency** means a digital or electronic medium of exchange, operating independently of a central bank, in which encryption techniques are used to regulate the generation of units and to verify the transfer of such units from one person to another.
9. **Custodian** means you, any of your partners or any **employee** while having care and custody of property inside the **premises**, excluding any person while acting as a **watchperson** or janitor.
10. **Data** means facts or information converted in a form usable in a computer by a **computer program** and capable of being stored in a **computer**.
11. **Employee means:**
  - a. Any natural person:
    - (1) While in your service or for 30 days after termination of service; and
    - (2) Whom you compensate directly by salary, wages or commissions; and
    - (3) Whom you have the right to direct and control while performing services for you.
  - b. Any natural person who is furnished temporarily to you to:
    - (1) Substitute for a permanent **employee** as defined in (a) above who is on leave; or
    - (2) 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**.
  - c. **Employee** does not mean any:
    - (1) Agent, broker, person leased to you by a labor leasing firm(except when furnished on a temporary basis under the circumstances set forth in Definition 11.b.), factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(2) Director or trustee except while performing acts within the scope of the usual duties of an employee.

12. **Employee benefit plan(s)** means any welfare or pension benefit plan listed in the Declarations as an Insured that is subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended.
13. **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.
14. **Financial institution premises** means the interior of that portion of any building occupied by a financial institution with which you have an account or which has custody of your money or securities.
15. **Fraud or dishonesty** means larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, wrongful conversion or willful misapplication, or any other fraudulent or dishonest act, including acts prohibited by title 18, section 1954 of the U.S. Code.
16. **Fraudulent instruction means:**
  - a. A **payment order** transmitted to a financial institution which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent; or
  - b. A written instruction (other than those described in Insuring Agreement 2.) which purports to have been issued by you and which was sent or transmitted to a financial institution to establish the conditions under which transfers are to be initiated by such financial institution through an electronic funds transfer system and which was issued, forged or altered without your knowledge or consent.
17. **Fraudulently induced transfer** means a transfer resulting from a **payment order** transmitted from you to a financial institution, or a check drawn by you, made in good faith reliance upon an electronic, telefacsimile, telephone or written instruction received by you from a person purporting to be an **ordering employee**, your customer, a **vendor** or an **owner** establishing or changing the method, destination or account for payments to or on behalf of such **ordering employee**, customer, **vendor** or **owner** that was in fact transmitted to you by someone impersonating the **ordering employee**, customer, **vendor** or **owner** without your knowledge or consent and without the knowledge or consent of the **ordering employee**, customer, **vendor** or **owner**.
18. **Funds** means **money** and **securities**.
19. **Messenger** means you, any of your partners or **employees** while having care and custody of property outside the **premises**.
20. **Money** means:
  - a. **Cash**
  - b. Demand and savings deposits at financial institutions; and
  - a. Travelers checks, register checks and money orders held for sale to the public.
21. **Network** means any computer communication systems, including the Internet, that allows the direct input, without any **employee** intervention, of **data** or **computer programs** from a **computer** to the your **computer** or your financial institution's **computer**.
22. **Occurrence** means:
  - a. As respects Insuring Agreement 1., all loss or losses caused by, or involving, any one **employee**, acting alone or in collusion with others.
  - b. As respects Insuring Agreement 2., all loss or losses caused by any person or in which that person is involved, whether the loss involves one or more instruments.
  - c. As respects Insuring Agreement 10., all loss or losses caused by, or involving, any one **covered person**, acting alone or in collusion with others.
  - d. As respects all other Insuring Agreements, all loss or losses caused by:



- (1) Any number of acts, involving one person whether acting alone or in collusion with others;
  - (2) Any number of acts involving a group of persons acting together; or
  - (3) An act or event, or any number of related acts or events, not involving any identifiable person.
- 23. Ordering employee means:**
- a. any natural person:
    - (1) while in your service or for 30 days after termination of service; and
    - (2) whom you compensate directly by salary, wages or commissions; and
    - (3) whom you have the right to direct and control while performing services for you;
  - b. any of your officers; or
  - c. any of your directors.
- 24. Other property** means any tangible property other than **money** and **securities** that has intrinsic value but does not include any property excluded under this insurance.
- 25. Owner** means a natural person having an ownership interest in you.
- 26. Payment order** means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, a fixed or determinable amount of money to another person
- 27. Premises** means the interior of that portion of any building you occupy in conducting your business.
- 28. Robbery** means the 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. In the presence of that person, caused or threaten to cause bodily harm to someone else.
- 29. Safe burglary** means the 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 on the **premises** by a person without your permission.
- 30. Securities** mean negotiable and nonnegotiable 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.
- but does not include **money**.
- 31. Security procedure** means a procedure established by agreement of the Insured and its customer or financial institution for the purpose of (i) verifying that a **payment order** is that of the Insured, or (ii) detecting error in the transmission or the content of the **payment order** or communication. A **security procedure** may require the use of algorithms or other codes, identifying words or numbers, encryption, callback procedures, or similar security devices.
- 32. Theft** means any act of stealing.
- 33. 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 a **payment order** communicated directly to the financial institution or through an electronic funds transfer system; or

- b. By means of written instructions (other than those described in Insuring Agreement 2.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
34. **Vendor** means any entity or person that provides or has provided goods or services to you pursuant to an agreement that existed prior to the said provision of goods or services, not including a customer, automated clearing house, financial institution or armored car company.
35. **Watchperson** means any person you retain specifically to have care and custody of property on the **premises** and who has no other duties.

---

**D. EXCLUSIONS**      **Applicable to All Insuring Agreements, Except as Indicated**

We will not pay for loss as specified below:

**1. Acts Committed by You**

Loss resulting from any dishonest act committed by you whether acting alone or in collusion with other persons. This exclusion does not affect coverage for loss under Insuring Agreement 10 caused by acts of **covered persons**.

**2. Acts of Employees, Directors, Trustees or Representatives**

We will not pay for loss resulting from any dishonest act committed by any of your **employees**, directors, trustees or authorized representatives:

- a. Acting alone or in collusion with other persons; or
  - b. While performing services for you or otherwise;
- except when covered under Insuring Agreement 1 or Insuring Agreement 7.

**3. Fire**

Loss from damage to the **premises** resulting from fire, however caused.

**4. Governmental Action**

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

**5. Indirect Loss**

Loss that is an indirect result of any act or **occurrence** covered by this Policy including, but not limited to, loss resulting from:

- a. Your inability to realize income that you would have realized had there been no loss;
- b. Payment of damages of any type for which you are legally liable unless you establish that the act or acts that gave rise to the damages involved conduct which caused a covered loss of **money, securities or other property** which was in your custody and control and for which you were responsible prior to the loss; or
- c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

**6. Legal Expenses**

Expenses related to any legal action, except when covered under Insuring Agreement 2.

**7. Nuclear Chemical or Biological**

Loss resulting from nuclear reaction, nuclear radiation or radioactive, chemical or biological contamination, or any related act or incident.

**8. War and Similar Actions**

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

**9. Confidential Information**

Loss resulting from the theft, disappearance, destruction or disclosure of confidential information including, but not limited to, trade secrets, personal information, customer lists and intellectual property. For purposes of Insuring Agreement 5, confidential information cannot itself be the **other property** transferred, but a loss otherwise covered under Insuring Agreement 5 shall not be excluded by the fact that confidential information was used to gain access to your computer system or to the computer system of your

financial institution, in order to cause the fraudulent transfer. Further, this exclusion will not apply to loss that is otherwise covered under Insuring Agreement 10 and that is caused by a **covered person's** access to, use of, or disclosure of confidential information to commit acts of **fraud or dishonesty**.

**10. Data Breach Costs**

Expenses related to your obligations to comply with federal and state privacy laws and Payment Card Industry Data Security Standards (if applicable) arising from a data security breach, including, but not limited to, expenses related to notifying affected individuals when the affected individuals' personally identifiable financial or medical information was stolen, accessed, downloaded or misappropriated while in your care, custody or control, forensic audit expenses and fines and penalties.

**11. Cryptocurrency**

Loss resulting from the theft, disappearance or destruction of cryptocurrency or from the change in value of cryptocurrency.

**12. 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 part voluntarily with title to or possession of any property, except when covered under Insuring Agreement 9.

**Applicable to Specific Insuring Agreements**

We will not pay for loss as specified below:

**1. Under Insuring Agreements 1 and 7**

**Prior Dishonesty**

Loss resulting from the dishonest or fraudulent acts of an **employee** if you or any of your directors or officers who is not in collusion with such **employee**, knows or knew at any time prior to such loss of any prior dishonest or fraudulent act committed by such person, whether in the employment of you or otherwise, whether or not of the type covered under this Policy and without regard to whether the knowledge was obtained before or after the commencement of this Policy.

**2. Under Insuring Agreements 1, 5 and 7**

**Inventory Shortages**

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.

**3. Under Insuring Agreements 3 and 4**

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

Loss resulting from accounting or arithmetical errors or omissions.

**b. 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.

**c. Transfer or Surrender of Property**

(1) Loss of property after it has been transferred or surrendered to a person or place outside **the premises or financial institution premises**:

- (i) On the basis of unauthorized instructions; or
- (ii) As a result of a threat to do:
  - (a) Bodily harm to any person; or
  - (b) Damage to any property.

(2) But, this exclusion does not apply under Insuring Agreement 4. to loss of **money, securities and other property** while outside the **premises or financial institution** premises in the care and custody of a **messenger** 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.

d. **Vandalism**

Loss from damage to any safe, vault or **other property**, or to the **premises** or its exterior, by vandalism or malicious mischief.

4. **Under Insuring Agreement 4**

**Motor Vehicles or Equipment and Accessories**

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

5. **Under Insuring Agreements 3, 4 and 6**

**Exchanges or Purchases**

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

6. **Under Insuring Agreement 5**

a. **Failure to Follow Security Procedures**

- (1) Loss resulting from your failure to follow **security procedures** agreed to in writing with your customer or your financial institution;
- (2) Loss that would have been avoided if you had accepted and followed commercially reasonable **security procedures** that your financial institution made available for your account or accounts involved in the loss; or
- (3) Loss resulting from your failure to comply with **security procedures** that you represented to us you would follow.

b. **Debit and Credit Cards**

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, or other cards.

7. **Under Insuring Agreement 10**

a. **Prior Dishonesty**

Loss resulting from the dishonest or fraudulent acts of a **covered person** if you, or any employee, trustee, fiduciary or plan administrator of an Insured **employee benefit plan** who is not in collusion with such **covered person**, knows or knew prior to such loss of any prior dishonest or fraudulent act committed by such person, whether in the employment of you or the employment of any Insured **employee benefit plan** or otherwise, whether or not of the type covered under this Policy and without regard to whether the knowledge was obtained before or after the commencement of this Policy.

b. **Inventory Shortages**

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.

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

c. **Negligence**

Loss resulting from the negligence of a **covered person**.

---

**E. CONDITIONS**

**Applicable to All Insuring Agreements**

**1. Cancellation**

- a. The first named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

- b. We may cancel this Policy by mailing or delivering to the first named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
- e. If this Policy is canceled, we will send the first named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

**2. Changes**

This Policy contains all the agreements between you and us concerning the insurance afforded. The first named Insured shown in the Declarations is authorized on behalf of all insureds to agree with us on changes in the terms of this Policy. If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this Policy.

**3. Concealment, Misrepresentation or Fraud**

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if any insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This insurance;
- b. The covered property;
- c. Your interest in the covered property; or
- d. A claim under this insurance.

**4. Consolidation and Merger**

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity any additional persons become **employees** or you acquire the use and control of any additional **premises**:

- a. You must give us written notice and obtain our written consent to extend this Policy to such additional **employees** or **premises**. We may condition our consent upon payment of an additional premium; but
- b. For the first 60 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, any insurance afforded for **employees** or **premises** also applies to these additional **employees** or **premises** for acts committed or events occurring within said 60 day period.

**5. Deductible**

- a. We will not pay for loss in any one **occurrence** unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We then will pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount will be applied.
- b. For losses covered under Insuring Agreement 1, you must:
  - (1) Give us notice as soon as possible even though the loss falls entirely within the Deductible Amount; and
  - (2) Upon our request, give us a statement describing the loss.

**6. Discovery of Loss**

Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this Policy has been or will be incurred, even though the exact amount or details of the loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this insurance.

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

After you discover a loss or a situation that may result in a loss you must:

- a. Notify us as soon as possible;
- b. Submit to examination under oath at our request and give us a signed statement of your answers;
- c. Give us a detailed, sworn proof of loss within 120 days; and
- d. Cooperate with us in the investigation and settlement of any claim.

**8. Extended Period to Discover Loss**

- a. We will pay for loss that you sustained prior to the effective date of termination or cancellation of this insurance, which is discovered by you within 60 days following the date of termination or cancellation.
- b. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded by this Policy whether or not such insurance provides coverage for loss sustained prior to its effective date.

**9. Joint Insured**

- a. The first named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.
- b. 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 related to this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
- c. If any Insured or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- d. An **employee** of any Insured is considered to be an **employee** of every Insured.
- e. If this Policy or any of its coverage is canceled or terminated as to any Insured, Condition E.8. Extended Period to Discover Loss applies separately to that Insured.
- f. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

**10. Legal Action Against Us**

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

- a. Unless you have complied with all the terms of this Policy; and
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you discover the loss.

**11. Liberalization**

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

**12. Limit of Insurance**

The most we will pay for loss in any one **occurrence** is the applicable Limit of Insurance shown in the Declarations.

**13. Loss Covered Under More Than One Coverage**

If two or more coverages of this Policy apply to the same loss, we will pay the lesser of:

- a. The actual amount of loss; or
- b. The highest single Limit of Insurance applicable to those coverages.

**14. Non-Cumulation of Limit of Insurance**

Regardless of the number of years this Policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or Policy Period to Policy Period.

**15. Other Insurance**

- a. This Policy does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this Policy will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity. However, this Policy will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.
- b. Under Insuring Agreement 4., we will pay only for the amount of loss that 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.

**16. Ownership of Property, Interests Covered**

The property covered under this Policy is limited to property:

- a. That you own or hold; or
- b. That is owned and held by someone else under circumstances that made you responsible for the property prior to, and independent of, the loss.

However, this Policy is for your benefit only. It provides no rights or benefits to any other person or organization.

**17. Records**

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

**18. Recoveries**

- a. Recoveries, whether effected by you or us, shall be applied, net of the expense of such recovery, in the following manner and order:
  - (1) To the satisfaction of your loss which would otherwise have been paid under this Policy but for the fact that it is in excess of the Limit of Insurance and the Deductible Amount, if any;
  - (2) Then to us, until we are reimbursed for the settlement made;
  - (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any;
  - (4) Then to you for any loss not covered by this Policy.
- b. Recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for our benefit.
- c. If original securities are recovered after duplicates of such securities have been issued, the original securities shall be surrendered to us.

**19. Territory**

This Policy covers acts committed or events occurring anywhere in the world.

**20. Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## 21. 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 also must do everything necessary to secure those rights and do nothing after loss to impair our actual or potential rights of recovery.

## 22. Valuation — Settlement

a. Subject to the applicable Limit of Insurance provision we will pay for:

- (1) Loss of **money** but only up to and including its face value. We may, at our 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 on the day the loss was discovered.
- (2) 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 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:
    - (a) Value of the **securities** at the close of business on the day the loss was discovered; or
    - (b) Limit of Insurance.
- (3) Loss of, or loss from 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 Limit of Insurance applicable to the lost or damaged property;
  - (ii) The cost to replace the lost or damaged property with property:
    - (a) Of comparable material and quality; and
    - (b) Used for the same purpose; or
  - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- (4) We will not pay on a replacement cost basis for any loss or damage:
  - (i) Until the lost or damaged property actually is 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.

b. We may, at our option, pay for loss of, or loss from damage to, property other than **money**:

- (1) In the **money** of the country in which the loss occurred; or
- (2) In the United States of America dollar equivalent of the **money** of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.

c. Any property that we pay for or replace becomes our property.



## Applicable to Specific Insuring Agreements

### 1. Insuring Agreement 1 and 7

#### Cancellation as to Any Employee

Coverage under this Policy is canceled as to any **employee**:

- a. Immediately upon discovery by:
  - (1) You; or
  - (2) Any of your officers or directors not in collusion with the **employee**; of any dishonest act committed by that **employee** whether before or after becoming employed by you. Whether such discovery occurs prior to or after commencement of this Policy, there is no coverage under Insuring Agreement 1. for loss or losses resulting from acts committed by that **employee** after the date of such discovery.
- b. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

### 2. Insuring Agreement 2

#### a. Deductible

The deductible does not apply to legal expenses paid under Insuring Agreement 2.

#### b. Facsimile Signatures

We will treat a reproduction of a handwritten signature the same as a handwritten signature. An electronic or digital signature is not treated as a reproduction of a handwritten signature.

#### 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 an explanation of the absence of the instrument.

### 3. Insuring Agreements 3 and 4

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

We only will pay up to \$5,000 for any one **occurrence** of loss of, and loss from 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.

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

If you have reason to believe that any loss of, or loss from damage to, **money, securities or other property** involves a violation of law, you must notify the police.

### 4. Insuring Agreement 5

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

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

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

If you have reason to believe that any loss of, or loss from damage to, **money, securities or other property** involves a violation of law, you must notify the police.

5. **Insuring Agreement 6**

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

You must notify the police if you have reason to believe you have accepted a **counterfeit** money order or **counterfeit** paper currency.

6. **Insuring Agreement 7**

The Ownership of Property, Interests Covered condition does not apply to Insuring Agreement 7. The following condition is substituted in its place:

The property covered under Insuring Agreement 7 is limited to property:

- a. That your **client** owns or holds; or
- b. For which your **client** is legally liable.

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

7. **Insuring Agreement 10**

a. **Consolidation and Merger**

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity any additional persons become **covered persons**:

- (1) You must give us written notice and obtain our written consent to extend this Policy to such additional **covered persons**. We may condition our consent upon payment of an additional premium; but
- (2) For the first 60 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, any insurance afforded for **covered persons** also applies to these additional **covered persons** for acts committed or events occurring within said 60 day period.

b. **Employee Benefit Plan(s)**

(1) It is your responsibility to select a Limit of Insurance for the Insuring Agreement that is sufficient to provide a limit that is at least equal to that required under ERISA if each **employee benefit plan** were separately insured.

(2) Any payment we make to the first named Insured for loss sustained by any **employee benefit plan** will be held by that Insured for the use and benefit of the plan(s) sustaining the loss.

(3) If two or more **employee benefit plans** are insured under this insurance, any payment we make for loss:

- (i) Sustained by two or more **employee benefit plans**; or
- (ii) Of commingled money, securities or other property of two or more **employee benefit plans**;

that arises out of one **occurrence** and cannot be allocated specifically to any one **employee benefit plan**, is to be shared by each **employee benefit plan** sustaining loss in the proportion that the limit of insurance required under ERISA for each such **employee benefit plan** bears to the total of those limits.

(4) If this Insuring Agreement is canceled or terminated as to any covered **employee benefit plan**, the Extended Period to Discover Loss condition set forth in paragraph c. below applies separately to that **employee benefit plan**.

c. **Extended Period to Discover Loss**

The Extended Period to Discover Loss condition does not apply to Insuring Agreement 10. The following condition is substituted in its place:

(1) We will pay for loss that you sustained prior to the effective date of termination or cancellation of this insurance, which is discovered by you within one year following the date of termination or cancellation.

(2) However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you that offers the same coverage afforded by this Policy in an amount no less than the minimum amount required under ERISA section 412 and provides coverage for loss sustained prior to its effective date.

**d. Cancellation as to Any Covered Person**

Coverage under this Policy is canceled as to any **covered person**:

(1) Immediately upon discovery by you, or by any employee, trustee, fiduciary or plan administrator of any **employee benefit plan** who is not in collusion with the **covered person**, of any dishonest act committed by that **covered person** whether before or after becoming a **covered person**. Whether such discovery occurs prior to or after commencement of this Policy, there is no coverage under the Insuring Agreement for loss or losses resulting from acts committed by that **covered person** after the date of such discovery.

2. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.


**e. Deductible**

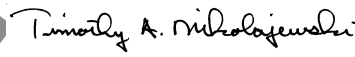
The Deductible condition does not apply to Insuring Agreement 10. The following condition is substituted in its place:

The deductible set forth in the Declarations shall be applicable to a loss suffered by an **employee benefit plan** only after that **employee benefit plan** has received from us:

- a. \$500,000; or
- b. \$1,000,000, if the **employee benefit plan** holds "employer securities" within the meaning of section 407(d)(1) of ERISA

IN WITNESS WHEREOF, we have caused this Policy to be executed on the Declarations page.

  
Secretary

  
President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CALIFORNIA ESCROW AGENT

This Endorsement modifies Crime Protection Policy No. \_\_\_\_\_.

1. The definition of **Employee** is amended to also include any:
  - a. officer, director or employee of yours who is not compensated when performing acts coming within the scope of the usual duties of an officer or employee of yours; or
  - b. member of any of your committees duly elected or appointed to examine or audit or have custody of your property.

The ownership of all or a portion of the shares of the named Insured by an **employee** shall not be a defense to any suit, action or other legal proceeding against us.

2. Exclusion 1. **Acts Committed by You or Your Partners** of the Exclusions Applicable to *All Insuring Agreements* is deleted if you are licensed as an escrow agent by the Commissioner of Corporations of the State of California.
3. An additional Condition is added as follows:

**Notice of Cancellation:** No cancellation of the Policy or any Insuring Agreement, whether at your request or our request, shall take effect prior to the expiration of 30 days after written notice of such cancellation has been filed with the Commissioner of Corporations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies Crime Protection Policy No. \_\_\_\_\_.

For purposes of all Insuring Agreements except Insuring Agreements 1., 2. and 7.

1. Condition 1. **Cancellation** of the Conditions Applicable to All Insuring Agreements is deleted and replaced by the following:

a. The first named Insured shown in the Declarations may cancel this Policy by making or delivering to us advance written notice of cancellation.

b. **All Policies in Effect For 60 Days or Less**

If this Policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for:
  - (a) Nonpayment of premium; or
  - (b) Discovery of fraud by:
    - (i) Any insured or his or her representative in obtaining this insurance; or
    - (ii) You or your representative in pursuing a claim under this policy.
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. **All Policies in Effect For More Than 60 Days**

If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
  - (a) Any insured or his or her representative in obtaining this insurance; or
  - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
  - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
  - (b) Continuation of the policy coverage would:
    - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
    - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a material added risk, or a materially increased or changed risk, unless the added, increased or changed risk is included in the policy.

We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first named Insured, at the mailing address shown in the policy, and to the producer of record, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium or discovery of fraud, or 30 days before the effective date of cancellation if we cancel for any other reason listed in paragraph c.

2. The following is added and supersedes any provisions to the contrary:

**NONRENEWAL**

a. Subject to the provisions of Paragraph 2.b. below, if we elect:

- (1) not to renew this policy, or
- (2) to condition renewal upon reductions of limits, elimination of coverages, increase in deductibles, or increase of more than 25% in the rate upon which the premium is based, we will mail or deliver written notice, stating the reason for nonrenewal, to the first named Insured at the mailing address shown in the policy, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date. We will mail or deliver our notice to the first named Insured, and to the producer of record, at the mailing address shown in the policy.

b. We are not required to send notice of nonrenewal in the following situations:

- (1) If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
- (2) If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph 2.a.
- (3) If you have obtained replacement coverage, or if the first named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- (4) If this policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- (5) If the first named insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- (6) If we have made a written offer to the first named Insured, in accordance with the time frames shown in Paragraph 2.a., to renew the policy under changed terms or conditions or at a changed premium rate. As used in this paragraph, "terms or conditions" includes, but is not limited to, a reduction in limits, elimination of coverages, or an increase in deductibles.