

# EMPLOYEE DISHONESTY COVERAGE FORM

## (Coverage Form A—Blanket)

### A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money," "securities," and "property other than money and securities."
2. **Covered Cause of Loss:** "Employee dishonesty."
3. **Coverage Extension**

**Employees Temporarily Outside Coverage Territory:** We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days.

### B. LIMIT OF INSURANCE

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

### C. DEDUCTIBLE

1. We will not pay for loss in any one "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. You must:
  - a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount.
  - b. Upon our request, give us a statement describing the loss.

### D. ADDITIONAL EXCLUSIONS, CONDITION AND DEFINITIONS

In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
  - a. **Employee Cancelled Under Prior Insurance:** loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
  - 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.
2. **Additional Condition**

**Cancellation As To Any Employee:** This insurance is cancelled as to any "employee":

  - a. Immediately upon discovery by:
    - (1) You; or
    - (2) Any of your partners, 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.
  - 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.
3. **Additional Definitions**
  - a. **"Employee Dishonesty"** in paragraph A.2. means only dishonest acts committed by an "employee," whether identified or not, acting alone or in collusion with other persons, except you or a partner, with the manifest intent to:
    - (1) Cause you to sustain loss; and also
    - (2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
      - (a) The "employee"; or
      - (b) Any person or organization intended by the "employee" to receive that benefit.
  - b. **"Occurrence"** means all loss caused by, or involving, one or more "employees," whether the result of a single act or series of acts.

# FORGERY OR ALTERATION COVERAGE FORM (Coverage Form B)

## A. COVERAGE

We will pay for loss involving Covered Instruments resulting directly from the Covered Causes of Loss.

1. **Covered Instruments:** Checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
  - a. Made or drawn by or drawn upon you;
  - b. Made or drawn by one acting as your agent;or that are purported to have been so made or drawn.

2. **Covered Causes of Loss:** Forgery or alteration of, on or in any Covered Instrument.

### 3. Coverage Extension

**Legal Expenses:** If you are sued for refusing to pay any Covered Instrument 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 we will pay under this extension is in addition to the Limit of Insurance applicable to this insurance.

## B. LIMIT OF INSURANCE

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

## C. DEDUCTIBLE

We will not pay for loss in any one "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. This provision does not apply to legal expenses paid under the Coverage Extension.

## D. ADDITIONAL EXCLUSION, CONDITIONS AND DEFINITION

In addition to the provisions in the Crime General Provisions Form, this Coverage Form is also subject to the following:

### 1. Additional Exclusion

**Acts of Employees, Directors or Trustees:** We will not pay for loss resulting from any dishonest or criminal act committed by any of your "employees," directors or trustees:

- a. Whether acting alone or in collusion with other persons; or
- b. Whether while performing services for you or otherwise.

### 2. Additional Conditions

- a. **Facsimile Signatures:** We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.
- b. **General Amendment:** As respects this Coverage Form, the words Covered Property in the Crime General Provisions Form mean Covered Instruments.
- 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 you sustain anywhere in the world.  
The Territory General Condition does not apply to this Coverage Form.

### 3. Additional Definition

"Occurrence" means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

# THEFT, DISAPPEARANCE AND DESTRUCTION COVERAGE FORM (Coverage Form C)

## A. COVERAGE

We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss.

### 1. Section 1 -- Inside The Premises

a. **Covered Property:** "Money" and "securities" inside the "premises" or a "banking premises".

b. **Covered Causes of Loss**

(1) "Theft"

(2) Disappearance

(3) Destruction

c. **Coverage Extensions**

(1) **Containers of Covered Property:** We will pay 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:

(a) "Theft" of; or

(b) Unlawful entry into those containers.

(2) **Premises Damage:** We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of Covered Property if you are the owner of the "premises" or are liable for damage to it.

### 2. Section 2. -- Outside The Premises

a. **Covered Property:** "Money" and "securities" outside the "premises" in the care and custody of a "messenger".

b. **Covered Causes of Loss**

(1) "Theft"

(2) Disappearance

(3) Destruction

c. **Coverage Extension**

**Conveyance of Property By Armored Motor Vehicle Company:** We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss while outside the "premises" in the care and custody of an armored motor vehicle company.

But we will pay only 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. LIMIT OF INSURANCE

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

## C. DEDUCTIBLE

We will not pay for loss in any one "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.

In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount may be applied.

## D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

### 1. Additional Exclusions: We will not pay for loss as specified below:

- a. **Accounting or Arithmetical Errors or Omissions:** Loss resulting from accounting or arithmetical errors or omissions.
- b. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives:
  - (1) Acting alone or in collusion with other persons; or
  - (2) While performing services for you or otherwise.
- c. **Exchanges or Purchases:** Loss resulting from the giving or surrendering of property in any exchange or purchase.
- d. **Fire:** Loss from damage to the "premises" resulting from fire, however caused.
- e. **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.
- f. **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 "banking premises":
    - (a) On the basis of unauthorized instructions; or
    - (b) As a result of a threat to do:
      - i. Bodily harm to any person; or
      - ii. Damage to any property.
  - (2) But, this exclusion does not apply under COVERAGE, Section 2. to loss of Covered Property while outside the "premises" or "banking 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 containers of Covered 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.

### 2. Additional Condition

- a. **Duties in the Event of Loss:** If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police.

### 3. Additional Definitions

- a. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- b. **"Messenger"** means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".
- c. **"Occurrence"** means an:
  - (1) act or series of related acts involving one or more persons; or
  - (2) act or event, or a series of related acts or events not involving any person.
- d. **"Premises"** means the interior of that portion of any building you occupy in conducting your business.
- e. **"Theft"** means any act of stealing.

# COMPUTER FRAUD COVERAGE FORM

## (Coverage Form F)

### A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. **Property:** "Money", "securities" and "property other than money and securities".
2. **Covered Cause Of Loss:** "Computer Fraud".

### B. LIMIT OF INSURANCE

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

### C. DEDUCTIBLE

We will not pay for loss in any one "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. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount may be applied.

### D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
  - a. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives:
    - (1) Acting alone or in collusion with other persons; or
    - (2) While performing services for you or otherwise.
  - 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.
2. **Additional Conditions**
  - a. **Duties in the Event of Loss:** If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police.
  - b. **Special Limit of Insurance for Specified Property:** We will only 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.
3. **Additional Definitions**
  - a. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
  - b. **"Computer Fraud"** means "theft" of property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises" to a person (other than a "messenger") outside those "premises" or to a place outside those "premises".
  - c. **"Messenger"** means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".
  - d. **"Occurrence"** means an:
    - (1) act or series of related acts involving one or more persons; or
    - (2) act or event, or a series of related acts or events not involving any person.
  - e. **"Premises"** means the interior of that portion of any building you occupy in conducting your business.
  - f. **"Theft"** means any act of stealing.

# Wire Transfer Communication Coverage Form (Coverage Form YB)

## A. COVERAGE

We will pay for Loss of Covered Property resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money" and "Securities".
2. **Covered Cause of Loss:** "Wire Transfer Communication Fraud."

## B. LIMIT OF INSURANCE

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

## C. DEDUCTIBLE

We will not pay for loss in any one "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. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS:

In addition to the provisions in the Crime General Provisions Form, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
  - a. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives:
    - (1) Acting alone or in collusion with other persons; or
    - (2) While performing services for you or otherwise.
  - b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which is dependent upon:
    - (1) An inventory computation; or
    - (2) A profit and loss computation.
  - c. **Computer Fraud:** Loss following and directly related to the fraudulent use of any computer or the fraudulent use of or change to any computer program.
2. **Additional Conditions**
  - a. **Duties in the Event of Loss:** If you have reason to believe that any loss of Covered Property involves a violation of law, you must notify the police.
  - b. **Transfer Agreement:** You will maintain a written agreement with any banking institution authorized to transfer Covered Property at your request which:
    - (1) Contains a listing of your "employees" who are authorized to initiate wire transfers;
    - (2) Requires the banking institution to verify by telephone conversation with your authorized "employees" any electronic or wire transfer instructions communicated by you, other than:
      - (a) "prearranged transfers"; or
      - (b) transfers made through an automated teller machine before transferring Covered Property;
    - (3) Requires the banking institution to confirm completed transfers in writing to you within five working days; and
    - (4) Does not impair your right of action against the banking institution for any loss of Covered Property resulting from failure to exercise reasonable care or to comply with your communication instructions.
3. **Additional Definitions**
  - a. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.

- b. **"Messenger"** means you, any of your partners or any "employee" while having care and custody of the property outside the "premises."
- c. **"Occurrence"** means an:
  - (1) act or series of related acts involving one or more persons; or
  - (2) act or event, or a series of related acts or events not involving any person.
- d. **"Prearranged Transfer"** means an electronic transfer which is part of a regular or scheduled series of electronic transfers, authorized by written agreement, to a designated banking institution specifying:
  - (1) the amount of Covered Property to be transferred; and
  - (2) account number to be credited.
- e. **"Premises"** means the interior of that portion of any building you occupy in conducting your business.
- f. **"Theft"** means any act of stealing.
- g. **"Wire Transfer Communication Fraud"** means "theft" of Covered Property following and directly related to use of written or verbal instructions which are purported to have been made by you, to fraudulently cause an electronic transfer of that property from the "banking premises" to:
  - (1) another account, except an account controlled by you, within the "banking premises;" or
  - (2) a person (other than a "messenger") or place outside the "banking premises."

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

## **ADD LOSS OF CLIENTS' PROPERTY AWAY FROM YOUR PREMISES**

This endorsement applies only to the EMPLOYEE DISHONESTY COVERAGE FORM A.

### **A. SCHEDULE**

**Limit of Insurance**

\$

**Deductible Amount**

\$

### **B. PROVISIONS**

With regard to the EMPLOYEE DISHONESTY COVERAGE FORM:

1. Section **B.14.** of the CRIME GENERAL PROVISIONS is replaced by the following:

**"14. Ownership of Property; Interests Covered:** The property covered under the EMPLOYEE DISHONESTY COVERAGE FORM is limited to property:

- a. That you own or lease;
- b. That you hold for others on your premises; or,
- c. Subject to the Limit of Insurance and Deductible Amount shown in the SCHEDULE, that is owned or held by your "clients" on their premises while your "employees" are performing assigned duties on the premises of your "clients".

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

2. Coverage provided by this endorsement is subject to the following:

#### **A. Additional Definition**

**"Client"** means

#### **B. Additional Conditions**

1. Coverage provided under the SCHEDULE will not apply to loss caused by unidentifiable "employees".
2. Coverage provided under the SCHEDULE will not apply to any "employee" while acting as while acting as a guard, watchperson or outside messenger; or leased to or permanently placed with, any "client".
3. The most we will pay for loss in any one "occurrence" 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 DISHONESTY COVERAGE FORM.
4. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the SCHEDULE. That Deductible Amount is part of, not in addition to, the Deductible Amount shown in the DECLARATIONS as applicable to the EMPLOYEE DISHONESTY COVERAGE FORM.