

## COMMUNITY ASSOCIATION CRIME

# CLAIM REPORTING INSTRUCTIONS

### HOW TO REPORT A CLAIM

Report all claims, in writing, directly to Berkley Program Specialists at the following e-mail address – [claims59@berkley-ps.com](mailto:claims59@berkley-ps.com). Claims may also be reported by telephone:

**Berkley Program Specialist**  
**Claims Department**  
**Phone: (888) 417-9882**  
**Email: [claims59@berkley-ps.com](mailto:claims59@berkley-ps.com)**

Include a complete notice of loss (ACORD Notice of Loss form or equivalent) that provides the following information:

1. Insured Name
2. Policy Number
3. Date of Loss
4. Location Address
5. Claimant's Name
6. Description of the Loss

In addition,

- Attach a copy of the Policy to the email.
- Attach all other pertinent documents and/or photos

You will receive an acknowledgement of the claim from Berkley Program Specialists within 72 hours of receipt.

**If you receive legal correspondence or documents regarding an action against you, immediate notification to the carrier is required. The carrier will review for coverage prior to accepting the defense of any litigation. As a result, you may be asked by the carrier to engage personal counsel to protect your interests until such time as coverage is accepted.**

**Claims reported by e-mail will receive a brief acknowledgement via e-mail within 2 working days. Coverage decisions will be issued as quickly as possible, and a Reservation of Rights will be issued if Berkley Program Specialists requires additional time to determine coverage.**

## COMMERCIAL CRIME POLICY DECLARATIONS

In return for payment of the premium, and subject to all the terms and conditions of this Policy, we agree with you to provide the insurance as stated in this Policy.

| <b>Insurance Company Name:</b><br>StarNet Insurance Company  |   |                                   |                                  |
|--|---|-----------------------------------|----------------------------------|
| <b>Named Insured:</b><br>Virginia Crossing HOA, Inc.   |   |                                   |                                  |
| <b>Mailing Address:</b><br>24701 US Hwy 19 N, Ste #102, c/o Ameri-Tech Community Management, Clearwater, FL 33763  |   |                                   |                                  |
| <b>Policy Period:</b><br><b>From:</b> 4/22/2026 <b>To:</b> 4/22/2027      12:01 AM at your mailing address shown above   |   |                                   |                                  |
| Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this Policy will be deemed to be deleted therefrom. |   |                                   |                                  |
|  | Insuring Agreements   | Limit Of Insurance Per Occurrence | Deductible Amount Per Occurrence |
| 1.   | <b>Fidelity</b>   |                                   |                                  |
|  | a. Employee Theft   | \$1,200,000                       | \$10,000                         |
|  | b. ERISA Plan Official Dishonesty                                       | Not Covered                       | Not Covered                      |
|  | c. Employee Theft Of Clients' Property                                  | Not Covered                       | Not Covered                      |
| 2.   | <b>Forgery Or Alteration</b>  |                                   |                                  |
|  | a. Forgery Of Negotiable Instruments                                    | \$1,200,000                       | \$10,000                         |
|  | b. Forgery Of Payment Card Instruments                                  | \$1,200,000                       | \$10,000                         |
| 3.   | <b>Inside The Premises – Theft Of Money And Securities</b>              | \$1,200,000                       | \$10,000                         |
| 4.   | <b>Inside The Premises – Robbery Or Safe Burglary Of Other Property</b> | \$1,200,000                       | \$10,000                         |
| 5.   | <b>Outside The Premises</b>   | \$1,200,000                       | \$10,000                         |
| 6.   | <b>Computer And Funds Transfer Fraud</b>                                | \$1,200,000                       | \$10,000                         |
| 7.   | <b>Fraudulent Impersonation</b>   | Not Covered                       | Not Covered                      |
| 8.   | <b>Money Orders And Counterfeit Money</b>                               | \$1,200,000                       | \$10,000                         |

| <b>If Added By Endorsement:</b>   |  |   |
|---|--|---|
| <b>Insuring Agreement(s) Or Coverage(s)</b>   | <b>Limit Of Insurance Per Occurrence</b> | <b>Deductible Amount Per Occurrence</b> |
| N/A   | N/A                                      | N/A                                     |
| N/A   | N/A                                      | N/A                                     |
| N/A   | N/A                                      | N/A                                     |
| N/A   | N/A                                      | N/A                                     |
| <b>Percentage Of Deductible Amount Over Which Losses Must Be Reported:</b>              |  |   |
|   | N/A                                      | %                                       |
| <b>Percentage Of Total Assets Applicable To Subsidiary Acquisitions:</b>                |  |   |
|   | N/A                                      | %                                       |
| <b>Endorsements Forming Part Of This Policy When Issued:</b>                            |  |   |
| See attached Schedule of Forms and Endorsements BPS CR 77 00 (08 23)                    |  |   |
| <b>Cancellation Of Prior Insurance Issued By Us:</b>                                    |  |   |
| <b>By acceptance of this Policy, you give us notice cancelling prior Policy Numbers</b> |  |   |
| N/A , the cancellation to be effective at the time this Policy becomes effective.       |  |   |
| <b>Producer Name:</b>   |  |   |
| James Jarrell<br>Marsh & McLennan Agency LLC-Clearwater-FL                              |  |   |

IN WITNESS WHEREOF, we have executed and attested these presents.



President



Secretary



A Berkley Company

Domicile Office: 11201 Douglas Avenue, Urbandale, IA 50322

Main Administrative Office: 475 Steamboat Road, Greenwich, CT 06830

Underwriting Office: 1250 Diehl Road, Suite 200, Naperville, IL 60563 Telephone: (866) 893-3922

**PREFERRED PLUS CRIME POLICY  
SCHEDULE OF FORMS AND ENDORSEMENTS**

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of the policy:

| Form and Edition     | ST | Date Added* | Form Description  |
|----------------------|----|-------------|---|
| Reporting Claims     |    |             | Crime Claim Reporting Instructions                                |
| CR DS 02 (06 22)     |    |             | Commercial Crime Policy Declarations                              |
| BPS CR 77 00 (08 23) |    |             | Schedule of Forms and Endorsements                                |
| BPS CR 77 03 (08 23) |    |             | Premium Endorsement   |
| CR 20 20 (06 22)     |    |             | Calculation of Premium  |
| CR 00 22 (06 22)     |    |             | Commercial Crime Policy (Discovery Form)                          |
| BPS CR 77 02 (08 23) |    |             | Revised Definition of Theft                                       |
| CR 25 02 (06 22)     |    |             | Include Designated Agents as Employees                            |
| CR 25 08 (06 22)     |    |             | Include Specified Non Compensated Officers as Employees           |
| CR 25 10 (06 22)     |    |             | Include Volunteer Workers Other Than Fund Solicitors as Employees |
| ILP 001 (01 04)      |    |             | U.S. Treasury Department's OFAC Advisory Notice to Policyholders  |
| BPS CR 77 04 (08 23) |    |             | Office of Foreign Asset Control (OFAC) Exclusion Endorsement      |
| CR 20 21 (06 22)     |    |             | Exclusion of Certain Computer-Related Losses                      |
| CR 02 06 (02 12)     |    |             | Florida Changes   |



A Berkley Company

Domicile Office: 11201 Douglas Avenue, Urbandale, IA 50322

Main Administrative Office: 475 Steamboat Road, Greenwich, CT 06830

Underwriting Office: 1250 Diehl Road, Suite 200, Naperville, IL 60563 Telephone: (866) 893-3922

## PREMIUM ENDORSEMENT

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

This Endorsement modifies Crime Protection Policy No. QDR0003679-01 and is added to the Schedule of Forms and Endorsements.

It is agreed that the basic premium charged for the attached policy for the period:

From: 4/22/2026

To: 4/22/2027

Is

Premium \$1,931.00

Taxes/Fees: \$19.31  
(if applicable)

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY  
COMMERCIAL FIDELITY AND FORGERY POLICY  
GOVERNMENT CRIME POLICY  
GOVERNMENT FIDELITY AND FORGERY POLICY  
KIDNAP/RANSOM AND EXTORTION POLICY

The following is added to Paragraph **1.** of Section **E. Conditions:**

The premium for this Policy 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.

(In the Kidnap/Ransom And Extortion Policy, the provision above is added to Section **E.2. Other Conditions.**)

## COMMERCIAL CRIME POLICY (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:

1. The words "you" and "your" refer to:
  - a. The first Named Insured shown in the Declarations; and
  - b. Any "employee benefit plan", "subsidiary" or other entity that is named as an Insured in the Declarations or included as an Insured by endorsement.

The first Named Insured in Paragraph **a.** above will act for itself and for every other Insured for all purposes of this insurance.

2. 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 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 **E.1.j.**:

#### **1. Fidelity**

##### **a. 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" includes forgery.

##### **b. ERISA Plan Official Dishonesty**

We will pay for loss of or damage to "money", "securities" and "other property" belonging to an "ERISA employee benefit plan" resulting directly from "fraud or dishonesty" committed by:

- (1) An "ERISA plan official", whether identified or not; or
- (2) You, but only if you are a sole proprietor;  
acting alone or in collusion with other persons.

##### **c. Employee Theft Of Clients' Property**

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.

For the purposes of this Insuring Agreement, "theft" includes forgery.

#### **2. Forgery Or Alteration**

##### **a. Forgery Of Negotiable Instruments**

- (1) 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:
  - (a) Made or drawn by or drawn upon you; or
  - (b) 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 will be treated the same as the original it replaced.

- (2) If you are sued for refusing to pay any instrument covered in Paragraph (1) 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 for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

#### **b. Forgery Of Payment Card Instruments**

We will pay for loss resulting directly from "forgery" of written instruments required in conjunction with any credit, debit or charge card issued to:

- (1) You; or
- (2) Any of your "employees" or "ERISA plan officials";  
for business purposes.

### **3. Inside The Premises – Theft Of Money And Securities**

We will pay for:

- a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":
  - (1) Resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises"; or
  - (2) Resulting directly from disappearance or destruction.
- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" or "securities", if you are the owner of the "premises" or are liable for damage to it.
- c. 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**

We will pay for:

- a. 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. 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. 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**

We will pay for:

- a. 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. 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 And Funds Transfer Fraud**

We will pay for:

- a. Loss resulting directly from a fraudulent:
  - (1) Entry of "electronic data" or "computer program" into; or
  - (2) Change of "electronic data" or "computer program" within;

any "computer system", provided that the fraudulent entry or fraudulent change causes, with regard to Paragraphs (1) and (2) above:

(a) "Money", "securities" or "other property" to be transferred, paid or delivered to a person, entity or account beyond your control; or

(b) Your account at a "financial institution" to be debited or deleted;

without your knowledge or consent.

b. Loss resulting directly from a "financial institution" debiting your "transfer account" in reliance upon a "transfer instruction" purportedly issued by you directing the "financial institution" to transfer, pay or deliver "money" or "securities" from that account, but which "transfer instruction" proves to have been fraudulently issued by an imposter without your knowledge or consent.

## 7. Fraudulent Impersonation

We will pay for:

a. Loss resulting directly from you having acted upon a "transfer instruction" that was, in fact, issued by a "client" or "vendor", but in which the bank account information or wire transfer instructions of such "client" or "vendor" had been changed by you acting in good faith reliance upon a "change of account request" purportedly issued by an "authorized person" or the "client" or "vendor", but which "change of account request" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "authorized person", "client" or "vendor" and the fraudulent act resulted in you transferring, paying or delivering "money" or "securities" to a person, entity or account beyond your control; or

b. Loss resulting directly from you having acted in good faith reliance upon a "transfer instruction" purportedly issued by an "authorized person", "client" or "vendor" and you transferred, paid or delivered "money" or "securities" to a person, entity or account beyond your control, but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "authorized person", "client" or "vendor".

## 8. Money Orders And Counterfeit Money

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

a. Money orders issued by any post office, express company or "financial institution" 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 will 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. Exclusions Applicable To All Insuring Agreements

This Policy does not cover:

#### a. Acts Committed By You, Your Partners Or Members

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

(1) You; or

(2) Any of your partners or "members";

whether acting alone or in collusion with other persons, except when covered under Insuring Agreement A.1.b.

**b. Acts Committed By Your Employees, ERISA Plan Officials, Managers, Directors, Trustees Or Representatives**

Loss resulting from "theft" or any other fraudulent or dishonest act committed by any of your "employees", "ERISA plan officials", "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.a.**, **A.1.b.** or **A.1.c.**

**c. Acts Committed By Your Employees Or ERISA Plan Officials Prior To The Policy Period**

Loss caused by any "employee" or "ERISA plan official" if the "employee" or "ERISA plan official" had also committed "theft" or any other fraudulent or dishonest act prior to the effective date of this Policy and you or a "designated person", not in collusion with the "employee" or "ERISA plan official", learned of such "theft" or fraudulent or dishonest act prior to the Policy Period shown in the Declarations.

**d. Confidential Or Personal Information**

Loss resulting from:

- (1) The disclosure of your or another person's or entity's confidential or personal information; or
- (2) The use of another person's or entity's confidential or personal information, except that this Paragraph (2) does not apply to loss otherwise covered under this Policy that results directly from the use of your or an "employee benefit plan" participant's confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, "client", customer or "vendor" information, financial information, payment card information, health information, retirement or health savings account information or any other type of nonpublic information.

**e. Data Security Breach**

Fees, costs, fines, penalties and other expenses incurred by you, which are related to the access to or disclosure of another person's or entity's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, "client", customer or "vendor" information, financial information, payment card information, health information, retirement or health savings account information or any other type of nonpublic information.

**f. Governmental Action**

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

**g. Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this Policy 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 Policy; or
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Policy.

**h. Kidnap, Ransom, Extortion And Other Unlawful Demands**

- (1) Loss resulting from the surrender of ransom in response to an unlawful demand including, but not limited to, an unlawful demand arising out of:
  - (a) An actual or alleged kidnap or threat to do bodily harm to any person, other than "robbery" covered under this Policy;
  - (b) A threat to do damage to any property or to contaminate, pollute or render substandard your products or goods;
  - (c) A threat to introduce a denial of service attack into any "computer system";

- (d) A threat to introduce a virus or other malicious instruction into any "computer system", which would encrypt, damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system"; or
- (e) A threat to access, download, disseminate, divulge or utilize:
  - (i) Your information or the information of any other natural person or entity; or
  - (ii) Weaknesses in the source code within any "computer system";
 except when covered under Insuring Agreement **A.1.a.** or **A.1.b.**
- (2) Loss resulting from payment of any kind in response to a denial of service attack, ransomware, virus or other malicious instruction introduced into any "computer system" that denies or restricts access, encrypts, downloads or otherwise damages, destroys or corrupts any "computer system", "electronic data" or "computer program", except when covered under Insuring Agreement **A.1.a.** or **A.1.b.**
- (3) Fees, costs and expenses incurred by you arising out of any act or event in Paragraph (1) or (2) above.

**i. 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.**

**j. Nuclear, Biological Or Chemical Hazard**

Loss or damage resulting from the dispersal or application of pathogenic or poisonous biological or chemical materials, nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident, however caused.

**k. 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.

**l. Virtual Currency**

Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, cryptocurrency or any other type of electronic currency.

**m. 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. Additional Exclusions Applicable To Specific Insuring Agreements**

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

**(1) ERISA Employee Benefit Plans**

Loss of property belonging to any "ERISA employee benefit plan".

**(2) 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 and actual physical count of inventory in support of the amount of loss claimed.

**(3) Trading**

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

**(4) 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.

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

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

**(1) 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 your "client" establishes wholly apart from such computations that it has sustained a loss resulting from "theft" caused by an identified "employee", then you may offer your "client's" inventory records and actual physical count of inventory in support of the amount of loss claimed.

**(2) Trading**

Loss resulting from trading, whether in your "client's" name or in a genuine or fictitious account.

**(3) 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.

**d. Insuring Agreement A.2.b. does not cover:**

**Non-compliance With Payment 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.

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

**(1) Accounting Or Arithmetical Errors Or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

**(2) Exchanges Or Purchases**

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

**(3) Fire**

Loss or damage 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.

**(4) 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.

**(5) Motor Vehicles Or Equipment And Accessories**

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

**(6) 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.

**(7) Voluntary Parting Of Title To Or Possession Of Property**

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

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

**(1) Authorized Access**

Loss resulting from a fraudulent:

**(a)** Entry of "electronic data" or "computer program" into; or

**(b)** Change of "electronic data" or "computer program" within;

any "computer system" by an "employee" or other person or entity with authorized access to that "computer system".

**(2) Credit Card Transactions**

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

**(3) Exchanges Or Purchases**

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

**(4) Fraudulent Instructions**

Loss resulting from an "employee" or other person or entity acting upon any kind of instruction to:

**(a)** Transfer, pay or deliver "money", "securities" or "other property"; or

**(b)** Debit or delete your account;

which instruction proves to be fraudulent, except for a "financial institution" acting upon an instruction to debit your "transfer account" when covered under Insuring Agreement **A.6.b.**

**(5) 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.

**E. Conditions**

**1. Conditions Applicable To All Insuring Agreements**

**a. Additional Premises Or Employees**

If, while this Policy is in force, you establish any additional "premises" or hire additional "employees", other than through:

**(1)** Consolidation or merger with; or

**(2)** Purchase or acquisition of assets or liabilities of;

another entity, such "premises" and "employees" will automatically be covered under this Policy.

Notice to us of an increase in the number of "premises" or "employees" is not required and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

**b. Cancellation Or Termination**

**(1) Policy 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:

**(i)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

**(ii)** 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 cancelled, 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) Policy Termination**

- (a) This Policy terminates in its entirety immediately upon:
  - (i) The effective date of a "change of control" of the first Named Insured; or
  - (ii) The voluntary dissolution or liquidation of the first Named Insured.
- (b) This Policy terminates as to any Insured, other than the first Named Insured, immediately upon:
  - (i) The effective date of a "change of control" of that Insured; or
  - (ii) The voluntary dissolution or liquidation of that Insured.

If this Policy terminates for any reason specified in Paragraph (a) or (b) above, we will send the first Named Insured any premium refund due. The refund will be pro rata.

**(3) Individual Insured Or Coverage Cancellation**

We, or the first Named Insured shown in the Declarations, may cancel this Policy as to any Insured or on any Insuring Agreement or coverage in accordance with the provisions of Paragraph (1) above.

**(4) Termination Of Coverage As To Any Employee Or ERISA Plan Official**

This Policy terminates as to any "employee" or "ERISA plan official":

- (a) As soon as:
  - (i) A "designated person"; or
  - (ii) An "employee" in your Human Resources Department or its equivalent; not in collusion with the "employee" or "ERISA plan official", learns of "theft" or any other fraudulent or dishonest act committed by the "employee" or "ERISA plan official", whether before or after becoming employed by you; or
- (b) 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. 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 to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

**d. 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 you or any other Insured, at any time, intentionally conceals or misrepresents a material fact concerning:

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

**e. Consolidation – Merger – Acquisition**

(1) Except as provided in Paragraph (2) below, if you consolidate or merge with another entity where you are the surviving entity, or you purchase or acquire the assets or liabilities of another entity:

- (a) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this 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
- (b) 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 Policy will apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to 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.

Any "employee benefit plan" acquired in such consolidation, merger or purchase or acquisition will automatically be included as an Insured under this Policy.

(2) For "subsidiaries" you acquire in which you own greater than 50% of the voting stock or voting rights, the coverage provided by this Policy will automatically apply to loss sustained by such acquired "subsidiary" 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 E.1.j., provided that:

- (a) The assets of the acquired "subsidiary" do not exceed the Percentage Of Total Assets Applicable To Subsidiary Acquisitions shown in the Declarations, which is based on your total assets as reflected in your most recent fiscal year-end consolidated financial statements immediately preceding the effective date of this Policy; and
- (b) The acquired "subsidiary" has not had any paid or reported claims of the type covered under this Policy for the three-year period prior to the date of such acquisition.

You are not required to provide notice of the acquisition to us and you are not required to pay any additional premium for the remainder of the Policy Period shown in the Declarations.

Any "employee benefit plan" of an acquired "subsidiary" will automatically be included as an Insured under this Policy.

**f. Cooperation**

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

**g. Duties In The Event Of Loss**

Upon "discovery" of loss or a situation that may result in loss of or damage to "money", "securities" or "other property":

(1) Except as provided in Paragraph (2) below, you must:

- (a) Notify us as soon as possible;
- (b) Give us a detailed, sworn proof of loss within 120 days;
- (c) Cooperate with us in the investigation and settlement of any claim;
- (d) Produce for our examination all pertinent records;
- (e) Submit to examination under oath at our request and give us a signed statement of your answers; and
- (f) Secure all of your rights of recovery against any person or entity responsible for the loss and do nothing to impair those rights.

- (2) If a Deductible Amount applies to the loss and a percentage is shown in the Declarations as the Percentage Of Deductible Amount Over Which Losses Must Be Reported, you do not have to notify us if the amount of loss at the time of "discovery" does not exceed such percentage of the applicable Deductible Amount.

However, if you later learn that the amount of such loss exceeds, or may reasonably be expected to exceed, the percentage of the applicable Deductible Amount, then you must:

- (a) Notify us no later than 15 days from the earliest of:
- (i) The date you learned that such loss exceeded the percentage of the applicable Deductible Amount;
  - (ii) The effective date of termination or cancellation of this Policy; or
  - (iii) The termination of the period of time provided in the Extended Period To Discover Loss Condition **E.1.j.(1)**;
- (b) Give us a detailed, sworn proof of loss within 120 days from the date you gave us notice; and
- (c) Comply with the requirements set forth in Paragraphs **(1)(c)** through **(1)(f)** above.
- (3) If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.a.**, **A.1.b.**, **A.1.c.** or **A.2.**) involves a violation of law, you must notify the local law enforcement authorities.

#### **h. Employee Benefit Plans**

Any payment we make for loss sustained by any "employee benefit plan" will be made to the plan sustaining the loss and will fully release us on account of such loss.

#### **i. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period shown in the Declarations and up to three years afterward.

#### **j. Extended Period To Discover Loss**

We will pay for loss that you sustain prior to the effective date of cancellation or termination of this Policy in its entirety, as to any Insured or on any Insuring Agreement or coverage, which is "discovered" by a "designated person":

- (1) Except as provided in Paragraph **(2)** below, no later than 60 days from the date of that cancellation or termination. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you or that Insured, whether from us or another insurer, which replaces in whole or in part the coverage afforded under this Policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than one year from the date of that cancellation or termination with regard to any "ERISA employee benefit plan". However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you or that "ERISA employee benefit plan", whether from us or another insurer, that provides, at a minimum, the same coverage afforded by Insuring Agreement **A.1.b.** in an amount that is no less than the minimum amount of coverage required under ERISA and which also provides that such coverage applies to loss sustained prior to its effective date.

#### **k. Inspections And Surveys**

- (1) We have the right to:
- (a) Make inspections and surveys at any time;
  - (b) Give you reports on the conditions we find; and
  - (c) Recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or entity to provide for the health or safety of workers or the public. And we do not warrant that conditions:
- (a) Are safe or healthful; or
  - (b) Comply with laws, regulations, codes or standards.

- (3) Paragraphs (1) and (2) above apply not only to us, but also to any rating, advisory, rate service or similar entity which makes insurance inspections, surveys, reports or recommendations.

**i. 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 Policy.
- (2) If a "designated person" of any Insured has knowledge of any information relevant to this Policy, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) 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.
- (5) Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any "employee benefit plan" for loss sustained by that plan, will fully release us on account of such loss.

**m. 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 Policy;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within two years from the date the loss was "discovered".

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.

**n. 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 shown in the Declarations, the broadened coverage will immediately apply to this Policy.

**o. Other Insurance**

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

**(1) Primary Insurance**

When this Policy is written as primary insurance and:

- (a) You have other insurance subject to the same terms and conditions as this Policy, 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 (a) above, 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 Policy.

**(2) Excess Insurance**

- (a) When this Policy 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 Policy.
- (b) However, if loss covered under this Policy 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.

**p. Ownership Of Property; Interests Covered**

The property covered under this Policy is limited to property:

- (1) That you own or lease;

- (2) That is held by you in any capacity; or
- (3) For which you are legally liable, provided that you were liable for the property prior to the time the loss was sustained.

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

**q. Policy Bridge – Discovery Replacing Loss Sustained**

- (1) If this Policy replaces insurance that provided you with an extended period of time after cancellation or termination in which to discover loss and which did not terminate at the time this Policy 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 such extended period of time 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.o.** does not apply to this condition.

**r. Premiums**

The first Named Insured shown in the Declarations:

- (1) Is responsible for the payment of all premiums; and
- (2) Will be the payee for any return premiums we pay.

**s. Records**

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

**t. Recoveries**

- (1) Any recoveries, whether effected before or after any payment under this Policy, whether made by us or by you, will 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 Policy;
  - (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 Policy.
- (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.

**u. Territory**

This Policy covers loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world.

**v. Transfer Of Your Rights And Duties Under This Policy**

- (1) 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.
- (2) 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.

**w. Transfer Of Your Rights Of Recovery Against Others To Us**

You must transfer to us all your rights of recovery against any person or entity 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.

**x. Valuation – Settlement**

The value of any loss for purposes of coverage under this Policy will be determined as follows:

**(1) Money**

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:

- (a) At face value in the "money" issued by that country; or
- (b) 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".

**(2) Securities**

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:

- (a) 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
- (b) 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) Limit of Insurance applicable to the "securities".

**(3) Property Other Than Money And Securities**

- (a) Loss of or damage to property other than "money" and "securities" 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 of comparable material and quality and used for the same purpose; or
  - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- (b) We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph (a) above:
  - (i) Until the lost or damaged property is actually repaired or replaced; and
  - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage occurred.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.
- (c) We will, at your option, pay for loss or damage to such property:
  - (i) In the "money" of the country in which the loss or damage was sustained; or
  - (ii) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage was sustained, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".
- (d) Any property that we pay for or replace becomes our property.

## 2. Additional Conditions Applicable To Specific Insuring Agreements

### a. Under Insuring Agreement A.1.b.

#### (1) Limit Of Insurance

You are responsible for selecting a Limit of Insurance for "ERISA employee benefit plans" covered under Insuring Agreement **A.1.b.** that is equal to, or greater than, the minimum amounts of coverage required under ERISA as set forth in Paragraphs **(a)** and **(b)** below.

**(a)** For "ERISA employee benefit plans" holding no employer securities:

**(i)** 10% of the amount of funds handled as of the effective date of this Policy; or

**(ii)** \$500,000;

whichever is less, but in no event less than \$1,000.

**(b)** For "ERISA employee benefit plans" holding employer securities:

**(i)** 10% of the amount of funds handled as of the effective date of this Policy; or

**(ii)** \$1,000,000;

whichever is less, but in no event less than \$1,000.

If two or more "ERISA employee benefit plans" are covered under Insuring Agreement **A.1.b.**, the Limit of Insurance must be written in an amount sufficient to cover each plan as if they were separately insured.

If at the time of "discovery" of loss sustained by an "ERISA employee benefit plan", the Limit of Insurance for Insuring Agreement **A.1.b.** no longer complies with the minimum amount of coverage required for such plan, we will automatically increase the Limit of Insurance for such plan so as to equal such required minimum amount of coverage. You are not required to pay any additional premium for the increase in the Limit of Insurance.

If the minimum amounts of coverage required under ERISA are amended after the effective date of this insurance, the amended minimum amounts of coverage will automatically apply to the "ERISA employee benefit plans" covered under Insuring Agreement **A.1.b.** You are not required to pay any additional premium for the remainder of the Policy Period shown in the Declarations.

#### (2) Payment For Loss Sustained By Multiple Plans

Any payment we make for loss:

**(a)** Sustained by two or more "ERISA employee benefit plans"; or

**(b)** Of commingled "money", "securities" or "other property" of two or more "ERISA employee benefit plans";

will be made to each such plan sustaining loss in the proportion that the amount of coverage required under ERISA for each such plan bears to the total amount of coverage on all plans sustaining loss.

#### (3) Deductible Amount

Section **C.** Deductible does not apply to loss sustained by an "ERISA employee benefit plan" covered under Insuring Agreement **A.1.b.**

### b. Under Insuring Agreement A.1.c.

The **Ownership Of Property; Interests Covered** Condition **E.1.p.** is replaced by the following:

#### **Ownership Of Property; Interests Covered**

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

**(1)** That your "client" owns or leases;

**(2)** That your "client" holds for others in any capacity; or

**(3)** For which your "client" is legally liable, provided that your "client" was liable for the property prior to the time the loss was sustained.

However, this Policy is for your benefit only. It provides no rights or benefits to any other person or entity, including your "client". Any claim for loss that is covered under this Insuring Agreement must be presented by you.

**c. Under Insuring Agreement A.2.**

**(1) Deductible Amount**

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

**(2) Electronic And Mechanical Signatures**

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

**(3) 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. Under Insuring Agreement A.5.**

**Armored Motor Vehicle Companies**

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.

**e. Under Insuring Agreement A.7.**

**(1) Change Of Account Requests**

You must make a reasonable effort to verify, but not through email, the authenticity of any "change of account request" with:

**(a)** The "client" or "vendor" purporting to have issued the "change of account request"; or

**(b)** An "authorized person", but not the "authorized person" purporting to have issued the "change of account request";

and contemporaneously document the result of your effort before transferring any property.

**(2) Transfer Instructions**

You must make a reasonable effort to verify, but not through email, the authenticity of any "transfer instruction" with:

**(a)** The "client" or "vendor" purporting to have issued the "transfer instruction"; or

**(b)** An "authorized person", but not the "authorized person" purporting to have issued the "transfer instruction";

and contemporaneously document the result of your effort before transferring any property.

**F. Definitions**

**1.** "Authorized person" means:

**a.** Any "employee", partner, "member", "manager", director or trustee;

**b.** Any "ERISA plan official"; or

**c.** You (but only if you are a sole proprietor);

who, with regard to Paragraphs **a.**, **b.** and **c.** above, has the authority to:

**(1)** Act upon "change of account requests" or direct others to act upon such requests; or

**(2)** Issue "transfer instructions" or direct others to issue such instructions.

**2.** "Change of account request" means an instruction received by you, which is transmitted:

**a.** By email, text message, instant message, telefacsimile, telephone or other electronic means; or

**b.** In writing;

directing you to change a "client's" or "vendor's" bank account information or wire transfer instructions.

**3.** "Change of control" means:

**a.** The acquisition of any Insured of more than 50% of its assets by an entity other than another Insured, or the merger or consolidation of any Insured into or with an entity other than another Insured, such that the acquired Insured is not the surviving entity; or

- b. The obtaining by any person, entity or affiliated group of persons or entities of the right to:
  - (1) Elect, appoint or designate more than 50% of the board of directors, board of trustees or functional equivalent thereof, of any Insured; or
  - (2) Exercise a majority control of the board of directors, board of trustees or a functional equivalent thereof, of any Insured.
- 4. "Client" means any natural person or entity to whom you provide goods or services in exchange for a fee or pursuant to a written agreement.
- 5. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enables the computer or devices to receive, process, store or send "electronic data".
- 6. "Computer system" means:
  - a. Any computer, including transportable or handheld devices, electronic storage devices and related peripheral components;
  - b. Any systems and applications software; and
  - c. Any related telecommunications networks, including the Internet, connected to or used in conjunction with such computer or devices:
 which, with regard to Paragraphs **a.**, **b.** and **c.** above:
  - (1) Collects, transmits, processes, stores or retrieves "electronic data"; and
  - (2) Is:
    - (a) Owned, leased or operated by you;
    - (b) Owned and operated by an "employee" who has agreed in writing to your personal device use policy; or
    - (c) Operated by an authorized third party while performing services for you, but only with respect to your "electronic data".
- 7. "Counterfeit money" means an imitation of "money", which is intended to deceive and to be taken as genuine.
- 8. "Custodian" means you, or any of your partners, "members" or "employees" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
- 9. "Designated person" means:
  - a. Any insurance risk manager;
  - b. Any partner, "member", "manager", director or trustee;
  - c. Any elected, appointed or otherwise titled officer;
  - d. The highest-ranking "employee" at the "premises" where such "employee" performs the majority of his or her duties; or
  - e. Any administrator, fiduciary, director, trustee, officer or manager of an "employee benefit plan"; of any Insured.
- 10. "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 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 Policy.
- 11. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**12. "Employee":**

**a. 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 fraudulent or dishonest act committed by the "employee";
- (b)** Whom you compensate directly by salary, wages or commissions; and
- (c)** Whom 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" defined in Paragraph **(1)** above, 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;

**(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" defined in Paragraph **(2)** above;**

**(4) Any natural person who is:**

- (a)** An administrator, director, trustee, manager or "employee", except an administrator or manager who is an independent contractor, of a "Non-ERISA employee benefit plan"; or
- (b)** A director, trustee or "employee" of an Insured sponsoring a "Non-ERISA employee benefit plan", while that person is engaged in handling "money", "securities" or "other property" of the plan;

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

**(6) Any natural person who is a guest student or intern pursuing studies or duties;**

**(7) Any natural person employed by an entity merged or consolidated with you prior to the effective date of this Policy; and**

**(8) Any natural person who is your "manager", director or trustee 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, board of trustees or functional equivalent thereof, to perform specific, as distinguished from general, directorial acts on your behalf.

**b. Does not mean:**

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

**13. "Employee benefit plan" means any "ERISA employee benefit plan" or "Non-ERISA employee benefit plan":**

**a. Shown in the Declarations as the first Named Insured; or**

**b. Included as an Insured and is sponsored:**

**(1) Solely by another Insured; or**

**(2) Jointly by another Insured and an employee organization, including a labor organization, solely for the benefit of that Insured's "employees".**

**14. "ERISA employee benefit plan" means any welfare or pension benefit plan that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.**

**15. "ERISA plan official":**

**a. Means any natural person who is:**

**(1) An administrator, fiduciary, director, trustee, manager or "employee" of an "ERISA employee benefit plan"; or**

- (2) A director, trustee or "employee" of an Insured sponsoring an "ERISA employee benefit plan", while that person is engaged in handling "money", "securities" or "other property" of such plan.
- b. Does not mean:  
Any agent, broker, financial institution, registered representative, investment advisor, independent contractor or representative of the same general character.
16. "Financial institution" means:
- a. With regard to Insuring Agreement **A.3.**:
- (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
- (2) An insurance company.
- b. With regard to Insuring Agreement **A.6.**:
- (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
- (2) An insurance company; or
- (3) A stock brokerage firm or investment company.
- c. For Insuring Agreements other than Insuring Agreements **A.3.** and **A.6.**, any financial institution.
17. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution" listed in Paragraph **16.a.**
18. "Forgery" means the signing of the name of another person or entity 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.
19. "Fraud or dishonesty" means larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, wrongful conversion, willful misapplication or other fraudulent or dishonest act, including any act or arrangement prohibited by title 18, section 1954 of the U.S. Code.
20. "Manager" means a natural person serving in a directorial capacity for a limited liability company.
21. "Member" means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a "manager".
22. "Messenger" means you, or your relative, or any of your partners, "members" or "employees" while having care and custody of property outside the "premises".
23. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value;
- b. Traveler's checks and money orders held for sale to the public; and
- c. In addition, includes:
- (1) Under Insuring Agreements **A.1.a.**, **A.1.b.**, **A.1.c.** and **A.2.**, deposits in your account at any "financial institution"; and
- (2) Under Insuring Agreement **A.6.**, deposits in your account at any "financial institution" listed in Paragraph **16.b.**
24. "Non-ERISA employee benefit plan" means any welfare or pension benefit plan other than an "ERISA employee benefit plan".
25. "Occurrence" means:
- a. Under Insuring Agreements **A.1.a.** and **A.1.c.**:
- (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 during and before such Policy Period.

- b. Under Insuring Agreement A.1.b.:**
    - (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 "ERISA plan official" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both during and before such Policy Period.
  - c. 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 during and before such Policy Period.
  - 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 during and before such Policy Period.
- 26.** "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 Policy.
- 27.** "Premises" means the interior of that portion of any building you occupy in conducting your business.
- 28.** "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.
- 29.** "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".
- 30.** "Securities" means 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".
- 31.** "Subsidiary":
- a. Means any entity covered under this Policy:
    - (1) In which on or before the effective date of this Policy you own, directly or indirectly, greater than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees or functional equivalent thereof; or

- (2) That you form or acquire during the Policy Period shown in the Declarations in which you own, directly or indirectly, greater than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees or functional equivalent thereof, subject to Paragraph **E.1.e.(2)** of the Consolidation – Merger – Acquisition Condition.
- b. Does not mean:  
Any joint venture or partnership in which you have an ownership interest, unless the joint venture or partnership is added as an Insured by endorsement.
32. "Theft" means:
- a. The unlawful taking of property to the deprivation of the Insured; or
  - b. Solely with regard to Insuring Agreement **A.1.c.**, the unlawful taking of property to the deprivation of a "client".
33. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities".
34. "Transfer instruction" means:
- a. With regard to Insuring Agreement **A.6.b.**, an instruction received by a "financial institution", which is transmitted:
    - (1) By email, text message, instant message, telefacsimile, telephone or other electronic means; or
    - (2) In writing, other than an instrument covered under Insuring Agreement **A.2.**;  
directing the "financial institution" to transfer, pay or deliver "money" or "securities" from your "transfer account" to a person, entity or account beyond your control.
  - b. With regard to Insuring Agreement **A.7.**, an instruction received by you, which is transmitted:
    - (1) By email, text message, instant message, telefacsimile, telephone or other electronic means; or
    - (2) In writing;  
directing you to transfer, pay or deliver "money" or "securities" to a person, entity or account beyond your control.
35. "Vendor" means a natural person or entity that provides or has provided goods or services to you pursuant to a written agreement but does not include any financial institution or armored motor vehicle company.
36. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.



A Berkley Company

Domicile Office: 11201 Douglas Avenue, Urbandale, IA 50322

Main Administrative Office: 475 Steamboat Road, Greenwich, CT 06830

Underwriting Office: 1250 Diehl Road, Suite 200, Naperville, IL 60563 Telephone: (866) 893-3922

## REVISED DEFINITION OF "THEFT"

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

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY (DISCOVERY FORM)

It is understood and agreed that 32. "Theft" under **F. Definitions** is deleted in its entirety and replaced with the following:

32. "Theft" means:

- a. The intentional unlawful taking of property to the deprivation of the Insured; or
- b. Solely with regard to Insuring Agreement A.1.c., the intentional unlawful taking of property to the deprivation of a "client".

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

**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
- COMMERCIAL FIDELITY AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- GOVERNMENT FIDELITY AND FORGERY POLICY

and applies to the Employee Theft Insuring Agreement.

### **SCHEDULE**

| <b>Capacity Of Agent</b>   | <b>Limit Of Insurance</b> |
|--|---------------------------|
| Property Manager   | \$1,200,000               |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                           |

**A.** The following is added to Paragraph 2. of Section **E. Conditions:**

**Agents**

1. 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.
2. Each such agent and the partners, members, officers and employees of that agent are considered to be, collectively, one "employee" for the purposes of this insurance. However, the Termination Of Coverage As To Any Employee provision in the Cancellation Or Termination Condition applies individually to each of them.

**B.** In Section **F. Definitions:**

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".

**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
- COMMERCIAL FIDELITY AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- GOVERNMENT FIDELITY AND FORGERY POLICY

**SCHEDULE**

| <b>Names Or Titles Of Non-compensated Officers</b>   |
|--|
| All non-compensated officers   |
| Members of the Board of Directors  |
|  |
|  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

In Section **F. Definitions:**

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 OTHER  
THAN FUND SOLICITORS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
COMMERCIAL FIDELITY AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY  
GOVERNMENT FIDELITY AND FORGERY POLICY

**In Section F. Definitions:**

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".

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



A Berkley Company

Domicile Office: 11201 Douglas Avenue, Urbandale, IA 50322

Main Administrative Office: 475 Steamboat Road, Greenwich, CT 06830

Underwriting Office: 1250 Diehl Road, Suite 200, Naperville, IL 60563 Telephone: (866) 893-3922

## **OFFICE OF FOREIGN ASSET CONTROL (OFAC) EXCLUSION ENDORSEMENT**

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

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or the United States.

**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  
COMMERCIAL FIDELITY AND FORGERY POLICY  
GOVERNMENT CRIME POLICY  
GOVERNMENT FIDELITY AND FORGERY POLICY

**A. The following is added to Section D.1. Exclusions Applicable To All Insuring Agreements:**

We will not pay for loss or damage resulting directly or indirectly from 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; or

**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. above;**

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

**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 1. above.**

**B. The following is added to Section E.1. Conditions Applicable To All Insuring Agreements:**

- 1. If an excluded cause of loss as described in Paragraph A. above results in a covered cause of loss under this insurance, we will pay only for the loss or damage.**
- 2. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. above to correct any deficiencies or change any features.**

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

## **FLORIDA CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME POLICY  
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY  
KIDNAP/RANSOM AND EXTORTION POLICY

**A. Paragraph (2) of the Cancellation Of Policy**  
Condition is replaced by the following:

**(2) Cancellation Of Policies In Effect**

**(a) 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (i)** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium;
- (ii)** 20 days before the effective date of cancellation, if we cancel for any other reason, except we may cancel immediately if there has been:
  - i.** A material misstatement or misrepresentation; or
  - ii.** A failure to comply with underwriting requirements established by the insurer.

**(b) For More Than 90 Days**

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (i)** Nonpayment of premium;
- (ii)** The policy was obtained by a material misstatement;
- (iii)** There has been a failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

**(iv)** There has been a substantial change in the risk covered by the policy;

**(v)** The cancellation is for all Insureds under such policies for a given class of Insureds; or

**(vi)** The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- i.** 10 days before the effective date of cancellation if cancellation is for the reason stated in **(b)(i)** above; or
- ii.** 45 days before the effective date of cancellation if cancellation is for the reasons stated in **(b)(ii), (iii), (iv), (v)** or **(vi)** above.

**B. Paragraph (5) of the Cancellation Of Policy Condition is replaced by the following:**

**(5)** If this policy is cancelled, 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. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect. The cancellation will be effective even if we have not made or offered a refund.

**C. The following is added and supersedes any other provision to the contrary:**

**Nonrenewal**

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy or if nonrenewal is for the reason stated in Paragraph **C.3**.
2. Any notice of nonrenewal will be mailed or delivered 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.
3. We may refuse to renew the policy if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

**D. Under the Commercial Crime Policy, Government Crime Policy, Employee Theft And Forgery Policy and Government Employee Theft And Forgery Policy, the Legal Action Against Us Condition is replaced by the following:**

**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 policy;
2. Until 90 days after you have filed proof of loss with us; and
3. Unless brought within five years from the date you "discover" the loss.

**E. Under the Kidnap/Ransom And Extortion Policy, the Legal Action Against Us Condition is replaced by the following:**

**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 policy;
2. Until 90 days after you have filed proof of loss with us; and
3. Unless brought within five years from the date you reported the loss to us.