

**Crime Coverage Section  
Company  
Declarations**

**RLI**

**Insurance  
Peoria, IL 61615**

Item 1. Name of **Insured**:

Item 2. Limit of Liability:

\$

Item 3. Deductible Amount:

\$

No Deductible shall apply to Employee Benefit Plans.

Item 4. Employee Benefit Plans included as **Insureds**:

**RLI INSURANCE COMPANY**  
**CRIME COVERAGE SECTION**

In consideration of the payment of the premium, and in reliance upon the statements made to the Insurer in the Application forming a part hereof and its attachments and the material incorporated therein, RLI Insurance Company, herein called the "Insurer," and the Insureds agree as follows:

**INSURING CLAUSES**

**1. Employee Theft Coverage**

The Insurer shall be liable for direct losses of **Money, Securities** or tangible property of the **Insured**, or a **Client** of the **Insured**, caused by **Theft** or **Forgery** by any **Employee** of any **Insured** acting alone or in collusion with others.

**2. Premises Coverage**

The Insurer shall be liable for direct losses of **Money** or **Securities** caused by **Robbery** or **Burglary** within or from the **Premises, Banking Premises** or night depository chute or safe maintained by any bank or trust company.

Coverage under this Insuring Clause 2 shall also include:

- a) loss of or damage to other property by **Robbery** or attempt thereat within the **Premises**;
- b) loss of or damage to such property contained within any safe which results from **Safe Burglary** or attempt thereat within the **Premises**;
- c) damage to a locked safe, cash drawer, cash box or cash register within the **Premises** by felonious entry or attempt thereat or loss by felonious abstraction of such container from within the **Premises**; and
- d) damage to the **Premises** resulting from such **Safe Burglary** or **Robbery**.

**3. Transit Coverage**

The Insurer shall be liable for direct losses of **Money** or **Securities** caused by **Robbery** occurring outside the **Premises**, while being conveyed by a partner or an **Employee** of the **Insured**, an armored motor vehicle company or any other person duly authorized by the **Insured** to have custody thereof or caused by **Robbery** or **Burglary** while the **Money** or **Securities** are temporarily within the home of a partner or an **Employee** of the **Insured**.

Coverage under this Insuring Clause 3 shall also include:

- a) loss of or damage to other property by **Robbery** or attempt thereat outside the **Premises**;
- b) loss of or damage to such property contained within any safe which results from **Safe Burglary** or attempt thereat outside the **Premises**;

#### 4. Depositors Forgery Coverage

The Insurer shall be liable for direct losses caused by **Forgery** or alteration of, on or in any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money, made or drawn by, or drawn upon the **Insured**, or made or drawn by one acting as agent of the **Insured**, or purporting to have been made or drawn as set forth above, including:

- a) any check or draft made or drawn in the name of the **Insured** payable to a fictitious payee and endorsed in the name of the fictitious payee;
- b) any check or draft procured in a face to face transaction with the **Insured** or with one acting as agent of the **Insured** by anyone impersonating another and made or drawn payable to the one impersonated and endorsed by anyone other than the one impersonated; and
- c) any payroll check, payroll draft or payroll order made or drawn by the **Insured** payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority of the payee.

For the purposes of this Insuring Clause mechanically reproduced facsimile signatures shall be treated the same as handwritten signatures.

If the **Insured** or the **Insured's** bank of deposit, at the request of the **Insured**, shall refuse to pay any of the foregoing instruments made or drawn as set forth above alleging that the instruments are forged or altered, and this refusal shall result in suit being brought against the **Insured** or such bank to enforce payment and the Insurer shall give its written consent to the defense of the suit, then any reasonable attorneys' fees, court costs or similar legal expenses incurred and paid by the **Insured** or such bank in defense shall be considered a loss under this Insuring Clause, and the liability of the Insurer for such loss shall be in addition to any other liability under this Insuring Clause.

If, at the **Insured's** request, the Insurer waives any rights it may have against the bank upon which the instrument was drawn, the **Insured** and the bank shall assign to the Insurer all of their rights against any other person, firm or corporation.

#### 5. Computer Theft and Funds Transfer Fraud Coverage

The Insurer shall be liable for direct losses caused by **Computer Theft** or **Funds Transfer Fraud**.

#### 6. Credit Card Forgery Coverage

The Insurer shall be liable for direct losses caused by **Forgery** or alteration of, on or in any written instrument required in conjunction with any credit card issued to the **Insured** or to any partner, officer or **Employee** of the **Insured**.

If the **Insured** shall refuse to make payment on any written instruments as hereinbefore set forth alleging that such instruments are forged or altered and such refusal shall result in suit being brought against the **Insured** to enforce such payment, and the Insurer shall give its written consent to the defense of such suit, then any reasonable attorneys' fees, court costs or similar legal expenses incurred and paid by the **Insured** in such defense shall be construed to be a loss under this Insuring Clause, and the liability of the Insurer for such loss shall be in addition to any other liability under this Insuring Clause.

## 7. Money Orders and Counterfeit Currency Coverage

The Insurer shall be liable for direct losses caused by the acceptance in good faith:

- a) in exchange for merchandise, **Money** or services, of any post office or express money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation, or
- b) in the regular course of business, of counterfeit paper currency.

## 8. Computer Virus Coverage

The Insurer shall be liable for losses caused from

- a) the **Insured** having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value as the direct result of the destruction or attempt thereof of the **Insured's** electronic data due to a **Computer Virus** caused by any person while such electronic data are stored within the **Insured's** computer system or a service bureau's computer system; or
- b) the destruction or attempt thereof of the **Insured's** electronic data as the result of a **Computer Virus** caused by any person while such electronic data are stored within the **Insured's** computer system or a service bureau's computer system.

## 9. Investigative Costs Coverage

The Insurer shall be liable for **Investigative Costs** of the **Insured**.

## DEFINITIONS

10. When used in this coverage section:

**"Actual Cash Value"** means the **Insureds** original cost minus physical depreciation.

**"Banking Premises"** means the interior of that portion of any building or buildings occupied by any bank, trust company or similar recognized place of safe deposit.

**"Burglary"** means the unlawful taking of **Money or Securities** from the **Insured** by felonious entry into or surreptitiously remaining in a secured **Premises** by someone other than an **Employee**.

**"Client"** means a customer for whom the **Insured** provides services pursuant to a written contract between such customer and the **Insured**.

**"Computer Theft"** means the intentional taking of **Money, Securities** or other property through use of a computer located anywhere.

**"Computer Virus"** means a set of unauthorized instructions, programmatic or otherwise, that propagate themselves throughout the **Insured's** computer system and/or networks which instructions were maliciously introduced by a person other than an **Employee**.

**“Employee”**, either in the singular or plural, means one or more persons while in the regular service of any **Insured** in the ordinary course of the **Insured’s** business during the term of this coverage section and whom any **Insured** compensates by salary, wages and/or commissions and has the right to govern and direct in the performance of such service; and shall also mean:

- a) any non-compensated officer of any **Insured**,
- b) any **Volunteer** of any **Insured**.
- c) any **ex-Employee** for a period not exceeding thirty days following termination of such person’s services,
- d) any member of a board of directors or trustees of any **Insured** while performing acts coming within the scope of the usual duties of an **Employee**,
- e) any individual or individuals assigned to perform **Employee** duties for any **Insured**, within the **Insured’s Premises**, by any organization furnishing temporary, leased or contract personnel on a full-time, contingent or part-time basis; provided, however, that if any loss caused by any such individual is also covered by any insurance or suretyship held by the agency furnishing such temporary personnel to the **Insured**, then this coverage section shall cover such loss subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such loss is in excess of the amount of payment from such insurance, and
- f) any one or more of the natural persons while in the service of any Employee Benefit Plan (included as **Insured** herein) as fiduciary, trustee, administrator, officer or employee and any other natural person required to be bonded by Title 1 of the Employee Retirement Income Security Act of 1974, as amended.

**“Financial Institution”** means

- a) a banking, savings or thrift institution, or
- b) a stock broker, mutual fund, liquid assets fund or similar investment institution

at which the **Insured** maintains a **Transfer Account**.

**“Forgery”** means the signing of the name of another with intent to deceive but does not mean a signature which consists in whole or in part of one’s own name, with or without authority, in any capacity for any purpose.

**“Funds Transfer Fraud”** means:

- a) fraudulent electronic, telegraphic, cable, teletype, facsimile, or telephone instructions issued to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from such **Transfer Account** which instructions purport to have been transmitted by the **Insured** but were in fact fraudulently transmitted by someone other than the **Insured** without the **Insured’s** knowledge or consent, or

- b) fraudulent written instructions (other than those described in Insuring Clause 4) issued to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions which instructions purport to have been issued by the **Insured** but were in fact fraudulently issued, forged or altered by someone other than the **Insured** without the **Insured's** knowledge or consent.

**"Insurance Representative"** means the **Insured's Employees** designated to represent the **Insured** for the purpose of effecting and maintaining insurance.

**"Insured"** means those organizations designated in Item 1 of the Declarations for this coverage section.

**"Investigative Costs"** means reasonable expenses associated with retaining outside experts to determine the amount and extent of a covered loss that exceeds the deductible. Retention of such experts must have the prior approval of the Insurer. The Insurer shall not be liable to reimburse the **Insured** for said expenses unless the covered loss exceeds the deductible, independent of the amount of any claim expense, and until payment for the covered loss is made. **Investigative Costs** are in addition to, and not part of, the limit of liability listed in Item 2 of the Declarations for this coverage section, but shall in no event exceed 25% of the Deductible Amount in Item 3 of the Declarations for this coverage section.

**"Money"** means only currency, coin, bank notes and bullion.

**"Premises"** means that portion of the interior building occupied by the **Insured** in conducting its business.

**"Robbery"** means the unlawful taking of insured property from an **Insured**, a partner, an **Employee** or any other person authorized by the **Insured** to have custody of the property by violence, threat of violence or other overt felonious act committed in the presence and cognizance of such person.

**"Safe Burglary"** means the felonious abstraction of insured property from within a vault or safe located within the **Premises** by a person making felonious entry into such vault or safe and any vault containing the safe, when all doors thereof are duly closed and locked by at least one combination or time lock, provided that such entry shall be made by actual force and violence, demonstrated by visible marks made by tools, electricity, gas or other chemicals upon the exterior of (i) a door or doors of such vault or safe and any vault containing the safe, if entry is made through such doors, or (ii) the top, bottom or walls of such vault or safe and any vault containing the safe through which entry is made, if not made through such doors.

**"Securities"** means all negotiable and non-negotiable instruments or contracts representing either **Money** or other property, including revenue and other stamps in current use, tokens or tickets, but not including **Money**.

**“Transfer Account”** means an account maintained by the **Insured** at a **Financial Institution** from which the **Insured** can initiate the transfer, payment or delivery of **Money** or **Securities**:

- a) by means of electronic, telegraphic, cable, teletype, facsimile or telephone instructions communicated directly or through an electronic funds transfer system, or
- b) by means of written instructions (other than those described in Insuring Clause 4) establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer system.

**“Theft”** means the unlawful taking of **Money, Securities** or other property to the deprivation of the **Insured**.

**“Volunteer”** means any non-compensated natural person while performing services coming within the scope of the usual duties of an **Employee** and whom the **Insured** has the right to govern and direct in the performance of such services.

## EXCLUSIONS

11. Coverage under this coverage section does not apply to:

- a) loss due to war (whether or not declared); civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition incident to any of the foregoing;
- b) loss caused or contributed to by **Theft** or any other fraudulent, dishonest or criminal act committed by a partner of the **Insured**, whether acting alone or in collusion with others;
- c) loss involving the cost of reproducing any information contained in any lost or damaged manuscripts, records, accounts, microfilms, tapes or other records;
- d) any expenses not covered under Insuring Clause 9, incurred by the **Insured** in establishing the existence or the amount of any loss covered under this coverage section;
- e) loss of income, including but not limited to interest, loss of use of funds, potential sales, or other similar loss, not realized by the **Insured** as the result of any loss covered under this coverage section;
- f) loss of trade secrets, confidential processing methods or other confidential information of any kind;
- g) fees, costs or expenses incurred or paid by the **Insured** in prosecuting or defending any legal proceeding or claim (other than legal proceedings covered under Insuring Clause 4 or 6) whether or not such proceeding results or would result in a loss recoverable under this coverage section;
- h) loss unless reported and proved in accordance with Section 28 hereof;
- i) loss unless discovered and written notice thereof is given to the Insurer within (i) sixty days following termination in its entirety of Crime coverage provided to the **Insured** by the Insurer or (ii) one year following such termination if the termination results from the voluntary liquidation or voluntary dissolution of the first named **Insured**;

- j) loss sustained by any **Insured** herein unless discovered and written notice thereof is given to the Insurer within sixty days following termination of this coverage section as to such **Insured**;
  - k) loss under any Insuring Clause which is terminated in its entirety unless discovered and written notice thereof is given to the Insurer within sixty days following such termination ; or
  - l) loss sustained by one **Insured** to the advantage of any other **Insured**.
12. Coverage under Insuring Clause 1 of this coverage section does not apply to:
- a) loss or that part of any loss the proof of which involves in any manner (i) a profit and loss computation or comparison, or (ii) a comparison of inventory records with an actual physical count; provided, however, that where the **Insured** establishes wholly apart from such comparison that it has sustained a loss covered under Insuring Clause 1, and has identified the **Employee** involved, then it may offer its inventory records and actual physical count of inventory in support of the amount of loss claimed;
  - b) loss caused by any **Employee** not engaged in the regular service of the **Insured**;
  - c) loss caused by an **Employee** if an elected or appointed officer of the **Insured** possessed at any time knowledge of any act or acts of **Theft**, fraud or dishonesty committed by such **Employee**: (i) in the service of the **Insured** or otherwise during the term of employment by the **Insured**, or (ii) prior to employment by the **Insured** provided that such conduct involved **Money, Securities** or other property valued at \$25,000 or more;
  - d) loss caused by any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character; or
  - e) loss resulting directly or indirectly from any authorized or unauthorized trading of **Money, Securities** or other property, whether or not in the name of the **Insured** and whether or not in a genuine or fictitious account, provided, however, this exclusion (e) shall not apply to direct losses caused by **Employee Theft** which result in improper financial gain to such **Employee**. "Direct losses" as used herein shall mean only the amount of improper financial gain to the **Employee**. Salary, commissions, fees or other emoluments, including but not limited to promotions and raises associated with employment, paid by the **Insured** to such **Employee** shall not constitute improper financial gain.
13. Coverage under Insuring Clause 2 and 3 of this coverage section does not apply to loss or damage:
- a) due to **Theft, Computer Theft** or any other fraudulent, dishonest or criminal act (other than **Safe Burglary** or **Robbery** or attempt thereof) by any **Employee**, director, trustee or authorized representative of the **Insured** whether acting alone or in collusion with others;
  - b) due to fire, except (i) loss of or damage to **Money** and **Securities**, or (ii) damage to any safe or vault caused by the application of fire thereto for the purpose of **Safe Burglary**;
  - c) due to the giving or surrendering of **Money** and **Securities** in any exchange or purchase of goods or services whether fraudulent or not;

- d) of or to manuscripts, records, accounts, microfilm or tapes;
  - e) due to **Forgery**;
  - f) of or to **Money, Securities** or other property while in the mail or in the custody of a carrier for hire other than an armored motor vehicle company;
  - g) of or to **Money, Securities** or other property while in the custody of any bank, trust company, similar recognized place of safe deposit, armored motor vehicle company or any person who is duly authorized by the **Insured** to have custody of the property unless the loss is in excess of the amount recovered or received by the **Insured** under (i) the **Insured's** contract, if any, with, or insurance carried by, any of the foregoing, or (ii) any other insurance or indemnity in force which would cover the loss in whole or in part, in which case this coverage section shall cover only such excess;
  - h) due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing;
  - i) of or to **Money, Securities** or other property as a result of kidnap/ransom or other extortion payments (as distinguished from the proceeds of a **Robbery**) surrendered to any person as a result of a threat to do (i) bodily harm to any person, or (ii) damage to the **Premises** or other property owned by the **Insured** or held by the **Insured** in any capacity; or
  - j) due to **Computer Theft** or **Funds Transfer Fraud**.
14. Coverage under Insuring Clause 4 does not apply to loss through **Forgery** or alteration of, on, or in:
- a) any instrument, if such **Forgery** or alteration is committed by any **Employee** or by any person in collusion with any **Employee**; or
  - b) any registered or coupon obligations issued or purported to have been issued by the **Insured** or any coupons attached thereto or detached therefrom.
15. Coverage under Insuring Clause 5 of this coverage section does not apply to loss:
- a) caused by an **Employee** or authorized representative of the **Insured** acting alone or in collusion with others;
  - b) due to the giving or surrendering of **Money** or **Securities** in any exchange or purchase of goods or services whether fraudulent or not: or
  - c) of or to **Money, Securities** or other property as a result of kidnap/ransom or other extortion payments (as distinguished from the proceeds of a **Robbery**) surrendered to any person as a result of a threat to do (i) bodily harm to any person, or (ii) damage to the **Premises** or other property owned by the **Insured** or held by the **Insured** in any capacity.
16. Coverage under Insuring Clause 6 does not apply to loss through **Forgery** or alteration of, on, or in any written instrument:
- a) unless (1) the provisions, conditions and other terms under which the involved credit card shall have been issued shall be fully complied with and (2) the **Insured** shall be legally liable to the issuer of said credit card for such loss; or

- b) if such **Forgery** or alteration is committed by any **Employee** or by any person in collusion with any **Employee**.

## CONDITIONS

### 17. Ownership

The Insurer's liability under this coverage section shall apply only to **Money, Securities**, other tangible property owned by the **Insured**, or **Money, Securities**, other tangible property of a **Client** of an **Insured** that is held by the **Insured** or for which the **Insured** is legally liable; provided that the Insurer shall not be liable for damage to the **Premises** unless the **Insured** is the owner or is liable for such damage.

### 18. Joint Insured

Only the first named **Insured** shall have any right to claim, adjust, receive or enforce payment of any loss and shall be deemed to be the sole agent of the others for such purposes and for the giving or receiving of any notice or proof required to be given by the terms hereof and for the purpose of effecting or accepting any amendments to or terminations of this coverage section. Each and every other **Insured** shall be conclusively deemed to have consented and agreed that none of them shall have any direct beneficiary interest herein or any right of action hereunder whatsoever and that this coverage section or any right of action hereon shall not be assignable; but knowledge possessed or discovery made by any **Insured** or by any partner or officer of any **Insured** shall constitute knowledge possessed or discovery made by all of the **Insureds** for the purposes of this coverage section. All losses and other payments, if any, payable by the Insurer, shall be payable to the first named **Insured**, without regard to such **Insured's** obligations to others; and the Insurer shall not be responsible for the proper application of any payment made. The Insurer shall not be liable for loss sustained by one **Insured** to the advantage of any other **Insured**. If the Insurer shall agree to and shall make payment to any **Insured** other than the one first named, such payment shall be treated as though made to the first named.

### 19. Consolidation Merger

If the **Insured**, through (a) consolidation or merger with, (b) acquisition of the majority stock ownership of, or (c) acquisition of the assets of some other entity, creates exposures which are covered by this coverage section and such consolidation, merger or acquisition results in an increase of the total assets of the **Insured** of more than 25%, then the **Insured** shall give the Insurer written notice of the consolidation, merger or acquisition within ninety days and shall pay the Insurer an additional premium computed pro rata from the date of the consolidation, merger or acquisition to the end of the current premium period; otherwise coverage as may be provided for such other entity shall be null and void from the date of the consolidation, merger or acquisition.

### 20. Other Insurance

If the **Insured** or any other party at interest in any loss covered by this coverage section has any bond, indemnity or insurance which would cover such loss in whole or in part in the absence of this coverage section, then this coverage section shall be null and void to the extent of the amount recoverable or received under such other bond, indemnity, or insurance; but this coverage section shall cover such loss, subject to its exclusions, conditions and other terms, only to the extent of the amount of such loss in excess of the amount recoverable or received under such other bond, indemnity or insurance.

## 21. Liability for Prior Losses

The liability of the Insurer for loss sustained prior to (1) the effective date of this coverage section, or (2) the effective date additional **Insureds** or coverages are subsequently added, is subject to the following:

- a) the **Insured** or some predecessor in interest of the **Insured** carried some other bond or policy (other than a fidelity bond or policy with respect to such loss under Insuring Clause 4), which, at the time such loss was sustained, afforded on or at the **Premises** at which the loss was sustained or on the person or persons (whether **Employees** of the **Insured** or not) causing the loss, some or all of the coverage of the Insuring Clause of this coverage section applicable to the loss; and
- b) such prior coverage and the right of claim for loss hereunder continued under the same or some superseding bond or policy without interruption from the time the loss was sustained until the date specified in (1) or (2) above; and
- c) the loss shall have been discovered after the expiration of the time for discovery of such loss under the last such bond or policy.

The liability of the Insurer with respect to such loss shall not exceed the limit of liability under the coverage in force at the time the loss was sustained, or the limit of liability under the Insuring Clause of this coverage section applicable to the loss, whichever is smaller.

## 22. Limits of Liability

The payment of any loss under this coverage section shall not reduce the liability of the Insurer for other losses; provided, however, that the maximum liability of the Insurer shall not exceed the dollar amount set forth in Item 2 of the Declarations for this coverage section:

- a) applicable to Insuring Clause 1, Employee Theft Coverage, for any loss or losses caused by any **Employee** or in which any **Employee** is (are) concerned or implicated, either resulting from a single act or any number of such acts, regardless of which, during the period of this coverage section or prior thereto, such acts occurred;
- b) applicable to Insuring Clause 2, Premises Coverage, or Insuring Clause 3, Transit Coverage, for any loss or losses resulting from any one casualty or event (all losses resulting from an actual or attempted fraudulent or dishonest act or series of related acts at the **Premises** or **Banking Premises** whether committed by one or more persons shall be deemed to be one casualty or event);

- c) applicable to Insuring Clause 4, Depositors **Forgery** Coverage, for any loss or losses caused by **Forgery** or alteration committed by any person or in which such person is concerned or implicated, either resulting from a single act or any number of such acts, regardless of the number of instruments involved or when, during the period of this coverage section or prior thereto, such acts occurred;
- d) applicable to Insuring Clause 5, Computer Theft and Funds Transfer Coverage, for any loss or losses resulting from one casualty or event (all losses resulting from an actual or attempted **Computer Theft** or series of **Computer Thefts** whether committed by one or more persons shall be deemed to be one casualty or event).
- e) applicable to Insuring Clause 7, Money Orders and Counterfeit Currency Coverage, for any loss or losses resulting from one casualty event (all losses resulting from a single acceptance or a series of related acceptances of a money order(s) or paper currency whether committed by one or more persons shall be deemed to be one casualty or event).

### 23. Non-Accumulation of Liability

Regardless of the number of years coverage shall continue in force, and the number of premiums which shall be payable or paid or any other circumstances whatsoever, the liability of the Insurer with respect to any loss or losses shall not be cumulative from year to year or from period to period. When there is more than one **Insured**, the aggregate liability of the Insurer for loss or losses sustained by any or all of them shall not exceed the amount for which the Insurer would be liable if all losses were sustained by any one of them.

### 24. Deductible -- No Superseded Insurance Carrier Involved

From each loss sustained or discovered by the **Insured** after deducting all recoveries (except insurance or sureties held by the **Insured** or the Insurer for their benefit) on account thereof made prior to payment shall be deducted the amount(s) specified in Item 3 of the Declarations for this coverage section.

### 25. Deductible -- Superseded Insurance Carrier Involved

Should any loss be discovered which is partly recoverable under this coverage section and partly recoverable under a prior bond or policy containing a deductible amount, the deductible amount specified in Item 3 of the Declarations under this coverage section shall be reduced by the deductible amount applied to such loss by the superseded insurance carrier.

### 26. Valuation

In no event shall the Insurer be liable under this coverage section for more than:

- a) the actual market value of lost, damaged or destroyed **Securities** at the close of business on the business day immediately preceding the day on which the loss is discovered, or for more than the actual cost of replacing the **Securities**, whichever is less, plus the cost to post any required Loss Instrument Bonds. Such costs shall be paid by the Insurer on behalf of the **Insured** (or bank in the instance of Insuring Clause 4 or 6), and the Insurer's liability never exceed the liability under the applicable Insuring Clause regardless of when the lost, damaged or destroyed **Securities** are ever negotiated;
- b) the cost of blank books, pages, tapes and other blank materials to replace lost or damage books of account or other records;

- c) the **Actual Cash Value** at time of loss of other lost, damaged or destroyed property or for more than the actual cost of repairing or replacing the property with property of similar quality and value, whichever is less; or
- d) the United States dollar value of a foreign currency based on the rate of exchange published in the Wall Street Journal on the day any loss involving foreign currency is discovered.

## 27. Recoveries

If the **Insured** shall sustain any loss covered by this coverage section, all recoveries (except from sureties, insurance, reinsurance or indemnity taken by or for the benefit of the Insurer) made after the loss, less the actual cost of recovery, shall be distributed as follows:

- a) if the loss is not subject to a deductible, the **Insured** shall be fully reimbursed from such recoveries for the amount of the loss which exceeds the amount of coverage provided by this coverage section and any balance shall be applied to the reimbursement of the Insurer;
- b) if the loss is subject to a deductible, the **Insured** shall be reimbursed from such recoveries for any loss which exceeds the amount of coverage provided by this coverage section less the deductible amount, any balance shall be applied to reimbursement of the Insurer to the extent of its loss and any remainder paid to the **Insured**. If there is no excess loss the total recoveries shall be distributed first in reimbursement to the Insurer to the extent of its loss and any remainder paid to the **Insured**.

## 28. Notice-Proof Legal Proceedings

Upon knowledge or discovery by a proprietor, partner, officer, or **Insurance Representative** of any **Insured** of loss or of an occurrence which may become a loss, written notice shall be given the Insurer at the earliest practicable moment, and in no event later than ninety days after such discovery. Within four months after such discovery the **Insured** shall furnish to the Insurer affirmative proof of loss with full particulars. Legal proceedings for recovery of any loss hereunder shall not be brought after the expiration of two years from the discovery of such loss, except that any legal proceedings to recover hereunder on account of any judgment against the **Insured** or any of the **Insured's** banks of deposit in any suit referred to in Insuring Clause 4 or 6, or to recover any such expenses paid in any such suit shall be begun within two years from the date upon which the judgment in such suit shall become final. Proof of loss under Insuring Clause 4 or 6 shall include the instrument which is the basis of claim for the loss; but if it shall be impossible to file the instrument, the affidavit of the **Insured** or the **Insured's** bank of deposit setting forth the amount and cause of the loss shall be accepted instead. If any limitation embodied herein is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

At the Insurer's request, the **Insured** shall submit to examination by the Insurer, subscribe the same under oath if required, and produce for the Insurer's examination all pertinent records at such reasonable times and places as the Insurer shall designate, and shall cooperate with the Insurer in all matters pertaining to any loss or claim.

## 29. Knowledge of Prior Theft

For the purposes of this coverage section and the exclusions applicable to Insuring Clause 1, knowledge possessed by the **Insured** means knowledge possessed by a partner, director or an elected or appointed officer who is aware of the employment of a person and of that person's prior acts of **Theft**, fraud or dishonesty.

At the sole discretion of the Insurer, coverage may be extended to any individual upon written application by the **Insured** and consent given by the Insurer.

## 30. Termination as to any Employee

This coverage section shall terminate as to any **Employee** (a) immediately upon discovery by the **Insured**, any partner of the **Insured** or any elected or appointed officer of the **Insured** (not in collusion with such **Employee**), of any act of **Theft** or other fraudulent or dishonest act by the **Employee** (other than acts described in Section 12.c.ii), without prejudice to the loss of any property then being conveyed by the **Employee** outside the **Premises**, or (b) sixty days after the receipt by the **Insured** of a written notice of termination from the Insurer, whichever first occurs.

## 31. Employee Benefit Plans

The Employee Benefit Plans listed in Item 4 of the Declarations for this coverage section are included as **Insureds** under Insuring Clause 1. With respect to losses sustained or discovered by any such Plan, Insuring Clause 1 as contained in Section 1, is deleted and replaced by the following:

"The Insurer shall be liable for direct losses for **Money, Securities** and other property caused by any fraudulent or dishonest act or acts committed by any **Employee** of any **Insured** acting alone or in collusion with others."

For the purposes of Employee Benefit Plan Coverage, the words "sixty days" are deleted from the Exclusions applicable to this coverage section wherever they appear and the words "one year" are substituted in their place. In compliance with Title 1 of the Employee Retirement Income Security Act of 1974, payment by the Insurer under this coverage section to the first named **Insured** shall be held by such **Insured** for the use and benefit of the Employee Benefit Plans sustaining such loss. If such payment is in excess of the amount of coverage required by such Act for said Plans, such excess shall be held for the use and benefit of any other named Plans should such Plans also discover loss recoverable hereunder. If **Money, Securities** and other property of two or more Employee Benefit Plans named above are commingled, recovery hereunder for loss of such **Money, Securities** and other property shall be shared by such Plans on a pro rata basis in accordance with the amount of coverage each such Plan is required to carry by such Act.