PHILADELPHIA INSURANCE COMPANIES
A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

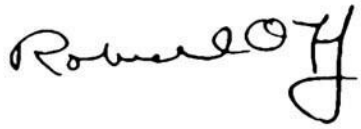
Philadelphia Indemnity Insurance Company

Commercial Lines Policy

THIS POLICY CONSISTS OF:

– DECLARATIONS
– COMMON POLICY CONDITIONS
– ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:
• ONE OR MORE COVERAGE FORMS
• APPLICABLE FORMS AND ENDORSEMENTS

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless signed by our authorized representative.



President & CEO

Secretary

PHILADELPHIA INSURANCE COMPANIES PRIVACY POLICY NOTICE

Philadelphia Indemnity Insurance Company

The Philadelphia Insurance Companies value your privacy and we are committed to protecting personal information that we collect during the course of our business relationship with you. The collection, use and disclosure of certain nonpublic personal information are regulated by law.

This notice is for your information only and requires no action on your part. It will inform you about the types of information that we collect and how it may be used or disclosed. This does not reflect a change in the way we do business or handle your information.

Information We Collect:

We collect personal information about you from the following sources:

- Applications or other forms such as claims forms or underwriting questionnaires completed by you;
- Information about your transactions with us, our affiliates or others; and
- Depending on the type of transaction you are conducting with us, information may be collected from consumer reporting agencies, health care providers, employers and other third parties.

Information We Disclose:

We will only disclose the information described above to our affiliates and non-affiliated third parties, as permitted by law, and when necessary to conduct our normal business activities.

For example, we may make disclosures to the following types of third parties:

- Your agent or broker (producer);
- Parties who perform a business, professional or insurance function for our company, including our reinsurance companies;
- Independent claims adjusters, investigators, attorneys, other insurers or medical care providers who need information to investigate, defend or settle a claim involving you;
- Regulatory agencies in connection with the regulation of our business; and
- Lienholders, mortgagees, lessors or other persons shown on our records as having a legal or beneficial interest in your policy.

We do not sell your information to others for marketing purposes. We do not disclose the personal information of persons who have ceased to be our customers.

Protection of Information:

The Philadelphia Insurance Companies maintain physical, electronic and procedural safeguards that comply with state and federal regulations to protect the confidentiality of your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information.

Use of Cookies and Opt-Out:

We may place electronic “cookies” in the browser files of your computer when you access our website. Cookies are text files placed on your computer to enable our systems to recognize your browser and so that we may tailor information on our website to your interests. We or our third party service providers or business partners may place cookies on your computer’s hard drive to enable us to match personal information that we maintain about you so that we are able to pre- populate on-line forms with your information. We also use cookies to help us analyze traffic on our website to better understand your interests. Although we do not use your non-public personal information for this purpose, you may opt-out of cookies and advertising features through one of the available options including but not limited to Ads Settings in Google.com or the Network Advertising Initiative (NAI) Consumer Opt-out. Opting out

does not mean you will no longer receive online advertising. It does mean that companies from which you opted out will no longer customize ads based on your interests and web usage patterns using cookies.

How to Contact Us: Philadelphia Insurance Companies, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004 Attention: Chief Privacy Officer

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COMMON POLICY DECLARATIONS

Policy Number: PCAC016427-0222

Named Insured and Mailing Address:

St. Augustine Ocean & Racquet Club Condominium Association

Sovereign-Jacobs Property Management

120 Sea Grove Main Street

St Augustine, FL 32080

Producer:

GIG Insurance Group, Inc.
750 East Prospect Road
Fort Lauderdale, FL 33334

Policy Period From: 06/01/23 **To:** 06/01/2024 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Non-Profit Community Association

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Businessowners	
Workers Compensation	
Crime Protection Plus	$1,119.00
Total	**$1,119.00**

Florida Issuance Guaranty Association (Add to Annual Premium) 0.7%: $7.83

Florida Issuance Guaranty Association (Add to Annual Premium) 1.3%: $14.55

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary

President and CEO

560398

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax: 610.617.7940

CRIME PROTECTION PLUS DECLARATIONS

Policy Number: PCAC016427-0222

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

DECLARATIONS

ITEM 1. Named Insured: St. Augustine Ocean & Racquet Club Condominium Association

ITEM 2. Mailing Address: Sovereign-Jacobs Property Management
120 Sea Grove Main Street
St Augustine, FL 32080

ITEM 3. Policy Period: From: 06/01/23 To: 06/01/2024
(12:01 A.M. Standard Time at Your Mailing Address)

ITEM 4. Coverages, Limits of Insurance and Deductibles:

Coverage Basis: Loss Sustained
(If left blank, the Loss Sustained Option shall apply.)

Insuring Agreements, Limit of Insurance and Deductible Amounts shown below are subject to all of the terms of this policy that apply.

Insuring Agreements Forming Part of This Policy	Limit of Insurance	Deductible Amount
A1. EMPLOYEE THEFT AND CLIENT PROPERTY	$1,000,000	$1,000
A2. ERISA FIDELITY	$1,000,000	$ NIL
B. FORGERY OR ALTERATION, including Credit, Debit, or Charge Card Extension ($25,000 limit)	(n/a)	(n/a)
C. INSIDE THE PREMISES	(n/a)	(n/a)

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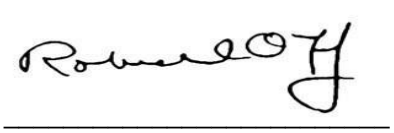
D.	OUTSIDE THE PREMISES	(n/a)	(n/a)
E.	COMPUTER FRAUD AND FUNDS TRANSFER FRAUD	(n/a)	(n/a)
F.	MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY	(n/a)	(n/a)

ITEM 5. Form Numbers of Endorsements Forming Part of This Policy When Issued: SEE SCHEDULE

ITEM 6. Cancellation of Prior Insurance: By acceptance of this policy, you give us notice cancelling prior policies or bonds numbered:

The cancellations to be effective at the time this policy becomes effective.

This policy has been signed by the Company's President and Secretary.



President and CEO

Secretary

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CRIME PROTECTION PLUS

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

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

Other words and phrases that appear in **BOLD** have special meaning. Refer to the Definitions Section.

I. INSURING AGREEMENTS

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations:

A1. EMPLOYEE THEFT AND CLIENT PROPERTY

1. 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.

2. 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.

A2. ERISA FIDELITY

We will pay for direct loss of and direct loss from damage to **MONEY**, **SECURITIES** and **OTHER PROPERTY** of any **EMPLOYEE BENEFIT PLAN(S**) sponsored exclusively by the **INSURED** resulting from **THEFT** by an **EMPLOYEE**.

B. FORGERY OR ALTERATION

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.

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 is in addition to the Limit of Insurance applicable to this Insuring Agreement.

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3. Credit, Debit, or Charge Card Extension

   a. Covered instruments in 1. above, checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in **MONEY** includes written instruments required in conjunction with any credit, debit or charge card issued to you or any **EMPLOYEE** for business purposes.

   b. The most we will pay in any one **OCCURRENCE** is $25,000. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

C. INSIDE THE PREMISES

1. We will pay for loss of **MONEY** and **SECURITIES** inside the **PREMISES** or **BANKING PREMISES** resulting directly from **THEFT**, disappearance or destruction.

2. We will pay for loss of or damage to **OTHER PROPERTY**:

   a. Inside the **PREMISES** resulting directly from an actual or attempted **ROBBERY** of a **CUSTODIAN**; or

   b. Inside the **PREMISES** in a safe or vault resulting directly from an actual or attempted **SAFE BURGLARY**.

   c. We will pay for loss from damage to the **PREMISES** or its exterior resulting from an actual or attempted:

      (i) **THEFT** of **MONEY** or **SECURITIES**; or

      (ii) **ROBBERY** or **SAFE BURGLARY** of **OTHER PROPERTY** if the **INSURED** is the owner of the **PREMISES** or is liable for damage to it.

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

D. OUTSIDE THE PREMISES

1. We will pay for loss of **MONEY** and **SECURITIES** outside the **PREMISES** in the care and custody of a **MESSENGER** or an armored motor vehicle company resulting directly from **THEFT**, disappearance or destruction.

2. We will pay for loss of or damage to **OTHER PROPERTY** outside the **PREMISES** in the care and custody of a **MESSENGER** or an armored motor vehicle company resulting directly from an actual or attempted **ROBBERY**.

E. MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY

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

1. Money orders issued by any post office, express company or bank that are not paid upon presentation; and

2. **COUNTERFEIT** paper currency that is acquired during the regular course of business from any country in which you maintain a physical **PREMISES**.

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F. COMPUTER FRAUD AND FUNDS TRANSFER FRAUD

We will pay for loss of or loss from damage to:

1. **MONEY**, **SECURITIES** and **OTHER PROPERTY** resulting directly from **COMPUTER FRAUD**, and

2. **MONEY** and **SECURITIES** contained in a **TRANSFER ACCOUNT** on deposit at a **FINANCIAL INSTITUTION** resulting directly from **FUNDS TRANSFER FRAUD**.

We will pay for loss of **FUNDS** resulting directly from a **FRAUDULENT INSTRUCTION** directing a **FINANCIAL INSTITUTION** to transfer, pay, or deliver **FUNDS** from your **TRANSFER ACCOUNT**.

II. LIMIT OF INSURANCE

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

III. DEDUCTIBLE

We will not pay for loss in any one **OCCURRENCE** unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. In the event that more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount may be applied.

IV. EXCLUSIONS

This policy does not apply to:

A. Loss resulting from **THEFT** or any other dishonest act committed by:

1. You; or

2. Any of your partners or **MEMBERS**; or

3. Any officer or **EMPLOYEE** who has a 25% interest or greater ownership interest in any one or more of those entities named as **INSUREDS**;

whether acting alone or in collusion with other persons.

B. Loss resulting from **THEFT** or any other dishonest act committed by any of your **EMPLOYEES**, **MANAGERS**, directors, trustees or authorized representatives:

1. Whether acting alone or in collusion with other persons; or

2. While performing services for you or otherwise;

except when covered under Insuring Agreement A1. or A2.

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

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

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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.

3. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

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

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

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

H. Loss sustained by one **INSURED** to the advantage of any other **INSURED**.

I. Loss resulting directly or indirectly from contractual or extra contractual liability sustained by the **INSURED** in connection with the issuance of contracts or purported contracts of insurance, indemnity or suretyship.

J. Loss of trade secrets, confidential processing methods, confidential information or intangible property of any kind.

K. Insuring Agreements A1. and A2. do not apply to:

1. Loss caused by any **EMPLOYEE** of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation unless the amount of such loss is $1,000 or less.

2. 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 an actual physical count of inventory in support of the amount of loss claimed.

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

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

L. Insuring Agreement B. does not apply to:

1. 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.

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M. Insuring Agreements C. and D. do not apply to:

1. Loss resulting from accounting or arithmetical errors or omissions.

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

3. Loss resulting from fire, however caused, except:

   a. Loss of or damage to **MONEY** and **SECURITIES**; and

   b. Loss from damage to a safe or vault.

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

6. Transfer or Surrender of Property

   a. Loss of or damage to property after it has been transferred or surrendered to a person or place outside the **PREMISES** or **BANKING PREMISES**:

      (i) On the basis of unauthorized instructions;

      (ii) As a result of a threat to do bodily harm to any person; or

      (iii) As a result of a threat to do damage to any property.

   b. But, this Exclusion does not apply under Insuring Agreement D. to loss of **MONEY**, **SECURITIES** or **OTHER PROPERTY** while outside the **PREMISES** in the care and custody of a **MESSENGER** if you:

      (i) Had no knowledge of any threat at the time the conveyance began; or

      (ii) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

7. 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.

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

N. Insuring Agreement F. does not apply to:

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

2. 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.

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

V. CONDITIONS

A. Cancellation as to any **EMPLOYEE**

1. This policy is cancelled as to any **EMPLOYEE**:

a. Immediately upon discovery by:

(i) You; or

(ii) Any of your partners, **MEMBERS, MANAGERS**, officers, directors or trustees not in collusion with the **EMPLOYEE**;

of **THEFT** or any other dishonest act committed by the **EMPLOYEE** whether before or after becoming employed by you unless, the amount of such loss is $1,000 or less.

2. On the date specified in a notice mailed to the first Named Insured. That date will be at least 60 days after the date of mailing.

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

B. Cancellation of Policy

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for any other reason.

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

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

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. The cancellation will be effective even if we have not made or offered a refund.

6. 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

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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 conceal or misrepresent 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

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

1. You must give us written notice and obtain our written consent to extend this insurance to such additional **EMPLOYEES** or **PREMISES**. We may condition our consent upon payment of an additional premium;

2. For the first 90 days after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities, any insurance afforded for **EMPLOYEES** or **PREMISES** also applies to these additional **EMPLOYEES** or **PREMISES** for acts committed or events occurring within this 90-day period.

However, we agree to automatically extend such coverage, without the payment of an additional premium for the remainder of the policy period, as is afforded under this policy to any consolidation or merger with, or purchase of assets of, some other entity which has less than 15% of your annual revenues, and a three year, loss free Employee Theft claims history.

F. Discovery Option

If the Discovery option in ITEM 4. of the Declarations page is executed, this general condition shall apply.

1. We will pay for loss that you sustain through acts committed or events occurring at any time and discovered by you:

   a. During the policy period shown in the Declarations; or

   b. During the period of time provided in V. CONDITION K. Extended Period To Discover Loss.

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

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

G. Loss Sustained Option

If the Loss Sustained option in ITEM 4. of the Declarations page is executed, this general condition shall apply.

We will pay for loss sustained by you during the policy period stated in ITEM 3. of the Declarations Page.

1. If you, or a predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:

   a. This insurance became effective at the time of cancellation or termination of the prior insurance; and

   b. The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.

2. The insurance under this agreement is part of, and not in addition to, the Limits of Insurance applicable to this insurance and is limited to the lesser of the amount recoverable under:

   a. This insurance as of its effective date; or

   b. The prior insurance had it remained in effect.

In the event that a loss is covered by this policy and a preceding policy, it is agreed that the Insuring Agreement deductible for this policy shall be reduced by the applicable deductible of the preceding policy.

If any loss is covered partly by this insurance and partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest, the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

H. Duties In The Event Of Loss

After you discover a loss or a situation that may result in loss of or damage to **MONEY**, **SECURITIES** or **OTHER PROPERTY** you must:

1. Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreements A1., A2. or B.) involves a violation of law, you must also notify the local law enforcement authorities.

2. Submit to examination under oath at our request and give us a signed statement of your answers.

3. Give us a detailed, sworn proof of loss within 120 days.

4. Cooperate with us in the investigation and settlement of any claim.

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I. Employee Benefit Plan(s)

1. If any one or more **EMPLOYEE BENEFIT PLANS** are insured jointly with any other entity under this policy, you or the plan administrator must select a Limit of Insurance for Insuring Agreement A2. that is sufficient to provide a Limit of Insurance for each Plan, which is at least equal to that required if each Plan were separately insured.

2. If the first Named Insured is an entity other than a Plan, any payments we make to the **INSURED** for loss sustained by any Plan will be held by that **INSURED** for the use and benefit of the Plan(s) sustaining the loss.

3. If two or more Plans are insured under this policy, any payment which we make for loss sustained by two or more Plans, or of commingled **FUNDS** or **OTHER PROPERTY** of two or more Plans, which arises out of one **OCCURRENCE**, is to be shared by each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total of those limits.

4. This policy insures those Plans, which are named as additional **INSUREDS** in the Declarations or on any attached Schedule for loss through fraud or dishonesty as defined in Section 2580.412-9 of the Employee Retirement Income Security Act (ERISA) as amended. For any Plans not specifically named as **INSUREDS**, this policy is deemed to be in compliance with, and satisfy the bonding requirements of Section 2580.412-11 of the Act. This insurance provides a Limit of Insurance which is equal to 10% of the amount of the **FUNDS** handled or $500,000., whichever is less, for each Plan bonded and the minimum Limit of Insurance for any Plan shall be $1,000. The Limit of Insurance available for any Plan loss will be determined by the amount of **FUNDS** handled on the date when any covered loss occurs subject to the foregoing limitations.

5. The Deductible provision which applies to Insuring Agreement A2. ERISA FIDELITY shall not apply to loss which is sustained by any Plan subject to ERISA and which Plan is covered under this insurance.

J. 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 and up to 3 years afterward or until any claim made under this policy has been settled, whichever is later.

K. Extended Period to Discover Loss

1. We will pay for loss that you sustained prior to the effective date of termination or cancellation of this policy, which is discovered by you:

   a. No later than 120 days following termination or cancellation of the Insuring Agreement or termination of this policy as to an **INSURED**; and

   b. As respects, any **EMPLOYEE BENEFIT PLAN(S)**, no later than twelve months from the date of that termination or cancellation.

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

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L. 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 nor do we undertake to perform the duty of any person or organization 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 organization which makes insurance inspections, surveys, reports or recommendations.

M. 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. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

2. If any **INSURED**, or partner, **MEMBER** or officer of that **INSURED** has knowledge of any information relevant to this 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. If this policy or any of its coverages is cancelled or terminated as to any **INSURED**, loss sustained by that **INSURED** is covered only if discovered by you during the period of time provided in V. CONDITION K. Extended Period to Discover Loss.

   However, this extended period to discover loss terminates as to that **INSURED** immediately upon the effective date of any other insurance obtained by that **INSURED** replacing in whole or in part the insurance afforded by this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

5. We will not pay more for loss sustained by more than one **INSURED** than the amount we would pay if all the loss had been sustained by one **INSURED**.

N. 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;

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2. Until 90 days after you have filed proof of loss with us; and

3. Unless brought within 2 years from the date you discover the loss.

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

O. Liberalization

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

P. Loss Covered Under More Than One Coverage of this Policy

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

1. The actual amount of loss; or

2. The sum of the Limits of Insurance applicable to those coverages.

Q. Non-Cumulation of Limit of Insurance

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

R. Other Insurance

This policy does not apply to loss recoverable or recovered under other insurance or indemnity. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this policy will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity.

However, this policy will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.

S. Ownership of Property; Interests Covered

The property covered under this policy is limited to property:

1. That you own or lease;

2. That you hold for others; or

3. For which you are legally liable, except for property inside the **PREMISES** of a **CLIENT** of yours.

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

T. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

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2. Will be the payee for any return premiums we pay.

U. Records

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

V. Recoveries

1. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this policy will be distributed as follows:

   a. To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;

   b. Then to us, until we are reimbursed for the settlement made; and

   c. Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

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.

W. Territory

This policy applies to loss occurring anywhere in the world.

X. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Y. Transfer of Your Rights of Recovery Against Others to Us

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

Z. Valuation – Settlement

1. Subject to Section II. Limit Of Insurance, we will pay for:

   a. Loss of **MONEY** but only up to and including its face value. We may, at our option, pay for loss of **MONEY** issued by any country other than the United States of America:

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(i) Its face value in the **MONEY** issued by that country; or

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

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

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

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

a) Value of the **SECURITIES** at the close of business on the day the loss was discovered; or

b) Limit of Insurance.

c. Loss of or damage to **OTHER PROPERTY** or loss from damage to the **PREMISES** or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

(i) The 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.

We will not pay on a replacement cost basis for any loss or damage:

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

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

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

2. We may, at our option, pay for loss of or damage to property other than **MONEY**:

a. In the **MONEY** of the country in which the loss occurred; or

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

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

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AA. Conditions Applicable To Insuring Agreement B.

1. Deductible

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

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.

BB. Conditions Applicable To Insuring Agreement D.

1. Armored Motor Vehicle Companies

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

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

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

b. Special Limit of Insurance for Specified Property

We will only pay up to $5,000 for any one **OCCURRENCE** of loss of or damage to:

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

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

CC. Conditions Applicable To Insuring Agreement F.

1. Special Limit of Insurance for Specified Property

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

VI. DEFINITIONS

A. **BANKING PREMISES** means the interior of that portion of any building occupied by a banking institution or similar safe depository.

B. **CLIENT** means any entity or individual for whom you perform services under a written agreement.

C. **COMPUTER FRAUD** means **THEFT** of property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the **PREMISES** or **BANKING PREMISES** to a person (other than a **MESSENGER**) outside those **PREMISES** or to a place outside those **PREMISES**.

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D. **COUNTERFEIT** means an imitation of an actual valid original which is intended to deceive and to be taken as the original.

E. **CUSTODIAN** means you, or any of your partners or **MEMBERS**, or any **EMPLOYEE** while having care and custody of property inside the **PREMISES**, excluding any person while acting as a **WATCHPERSON** or janitor.

F. **EMPLOYEE**:

1. Any natural person:

   a. While in your service or for 60 days after termination of service;

   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** as defined in Paragraph 1. above, who is on leave; or

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

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

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

4. Any natural person who is:

   a. A trustee, officer, **EMPLOYEE**, administrator or **MANAGER**, except an administrator or **MANAGER** who is an independent contractor, of any **EMPLOYEE BENEFIT PLAN(S)** insured under this policy; and

   b. Your director or trustee while that person is handling **FUNDS** or **OTHER PROPERTY** of any **EMPLOYEE BENEFIT PLAN(S)** insured under this policy.

5. Any natural person who is a former **EMPLOYEE**, director, partner, **MEMBER**, **MANAGER**, representative or trustee retained as a consultant while performing services for you; or

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

7. Any natural person who is a **VOLUNTEER** who is not compensated, other than one who is a fund solicitor, while performing services for you that are usual to the duties of an **EMPLOYEE**; or

8. Any natural person who is performing services for you as the chairman, or a member of any committee and whether compensated or not; or

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9. Any natural person who is a director or trustee while acting as a member of any of your elected or appointed committees to perform on your behalf, specific, as distinguished from general directorial acts; or

10. Any natural person who is a non-compensated officer.

G. **EMPLOYEE** does not mean:

1. Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

2. Any **MANAGER**, director, or trustee except while performing acts coming within the scope of the usual duties of an **EMPLOYEE**.

H. **EMPLOYEE BENEFIT PLAN(S)** means, any welfare, or pension Plan listed in the Declarations, on an attached schedule or for which automatic coverage is afforded, that is subject to the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

I. **FINANCIAL INSTITUTION** means:

1. A banking, savings, or thrift institution, or

2. A stock brokerage firm, mutual fund, liquid assets fund or similar investment institution where the **INSURED** maintains a **TRANSFER ACCOUNT**.

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

K. **FRAUDULENT INSTRUCTION** means:

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

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

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

L. **FUNDS** means **MONEY** and **SECURITIES**.

M. **FUNDS TRANSFER FRAUD** means:

1. Electronic, telegraphic, cable, teletype or telephone instructions fraudulently transmitted 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 its knowledge or consent; or

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2. Fraudulent written instructions (other than those covered under Insuring Agreement B.) 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 its knowledge or consent.

N. **INSURED** means the Named Insured as stated in the Declarations page and, with respect to Insuring Agreement A2. only, any Welfare Plan or Pension Plan sponsored exclusively by the Named Insured.

O. **MANAGER** means a person serving in a directorial capacity for a limited liability company.

P. **MEMBER** means an owner of a limited liability company represented by its membership interest, who also may serve as a **MANAGER**.

Q. **MESSENGER** means you, or a relative of yours, or any of your partners or **MEMBERS**, or any **EMPLOYEE** while having care and custody of property outside the **PREMISES**.

R. **MONEY** means:

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

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

S. **OCCURRENCE** means:

1. As respects the Employee Theft Insuring Agreement, all loss caused by, or involving, one or more **EMPLOYEES**, whether the result of a single act or a series of acts.

2. As respects the Forgery or Alteration Insuring Agreement, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

3. As respects all other Insuring Agreements, an act or series of related acts involving one or more persons; or an act or event or a series of related acts or events not involving any person.

T. **OTHER PROPERTY** means any tangible property other than **MONEY** and **SECURITIES** that has intrinsic value but does not include any property excluded under this policy.

U. **PREMISES** means the interior of that portion of any building you occupy in conducting your business.

V. **ROBBERY** means the unlawful taking of property from the care and custody of a person by one who has:

1. Caused or threatened to cause that person bodily harm; or

2. Committed an obviously unlawful act witnessed by that person.

W. **SAFE BURGLARY** means the unlawful taking of:

1. 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

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2. A safe or vault from inside the **PREMISES**.

X. **SECURITIES** means negotiable and non-negotiable instruments or contracts representing either **MONEY** or property and includes:

1. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

2. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include **MONEY**.

Y. **THEFT** means the unlawful taking of **MONEY**, **SECURITIES** or **OTHER PROPERTY** to the deprivation of the **INSURED**.

Z. **TRANSFER ACCOUNT** means an account maintained by you at a **FINANCIAL INSTITUTION** from which you can initiate the transfer, payment or delivery of **FUNDS**:

1. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or

2. By means of written instructions (other than those described in Insuring Agreement B.) establishing the conditions under which such transfers are to be initiated by such **FINANCIAL INSTITUTION** through an electronic funds transfer system.

AA. **WATCHPERSON** means any person you retain specifically to have care and custody of property inside the **PREMISES** and who has no other duties.

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Philadelphia Indemnity Insurance Company

Form Schedule – Crime Protection Plus

Policy Number: PCAC016427-0222

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
PCAC-BJP1901-12-98-PolicyJacket.pdf		
PCAC-PP2015-06-15-PhiladelphiaPrivacyPolicyNotice.pdf		
PCAC-CPDPIIC-06-14-CommonPolicyDeclarations.pdf		
FL.PCAC-PICRP01-06-05-CrimeProtectionPlusDeclarations.pdf		
PCAC-PICRP02-06-05-CrimeProtectionPlusCoverageForm.pdf		
PCAC-FORMSCHEDULE.pdf		
FL.PCAC-PIBELL1-04-10-BellEndorsement.pdf		
PCAC-PICME1-10-09-CrisisManagementEndorsement.pdf		
PCAC-PICRP09-06-05-DesignatedPersonsOrClassesOfPersonsAsEmployees.pdf		
PCAC-PICRP25-07-17-FraudulentInducementExclusion.pdf		
PCAC-PICRP023-11-19-CrimeProtectionPlusProPak.pdf		
FL.PCAC-PICRPFL1-10-05-ChangesFlorida.pdf		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BELL ENDORSEMENT

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS

The following is a summary of Limits of Liability or Limits of Insurance and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

COVERAGE	LIMITS OF INSURANCE
Business Travel Accident Benefit	$50,000
Conference Cancellation	$25,000
Donation Assurance	$50,000
Emergency Real Estate Consulting Fee	$50,000
Fundraising Event Blackout	$25,000
Identity Theft Expense	$50,000
Image Restoration and Counseling	$50,000
Key Individual Replacement Expenses	$50,000
Kidnap Expense	$50,000
Political Unrest	$5,000 per employee: $25,000 policy limit
Temporary Meeting Space Reimbursement	$25,000
Terrorism Travel Reimbursement	$50,000
Travel Delay Reimbursement	$1,500
Workplace Violence Counseling	$50,000

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II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable.

B. Limits of Liability or Limits of Insurance

1. When coverage is provided by this endorsement and another coverage form or endorsement attached to this policy, the greater limits of liability or limits of insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy. Additionally, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum limits of liability or limits of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limits of liability or limits of insurance under any one coverage part or policy.

2. Limits of liability or limits of insurance identified in Section **I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS** above are not excess of, but are in addition to the applicable Limits of Liability or Limits of Insurance stated in the Declarations.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

A. Business Travel Accident Benefit

We will pay a Business Travel Accident Benefit to the insured if a director or officer suffers injury or death while traveling on a common carrier for your business during the policy period.

For the purpose of Business Travel Accident Benefit coverage, injury means:

1. Physical damage to the body caused by violence, fracture, or an accident that results in loss of life not later than one hundred eighty (180) days after the policy expiration, the date of cancellation or the date of non-renewal;

2. Accidental loss of limbs or multiple fingers;

3. Total loss of sight, speech or hearing.

The limit of insurance for this coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.

The Business Travel Accident Benefit shall not be payable if the cause of the injury was:

1. An intentional act by the insured;

2. An act of suicide or attempted suicide;

3. An act of war; or

4. A disease process.

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B. Conference Cancellation

We will reimburse the insured for any business-related conference expenses, paid by the insured and not otherwise reimbursed, for a canceled conference that an employee was scheduled to attend. The cancellation must be due directly to a "natural catastrophe" or a "communicable disease" outbreak that forces the cancellation of the conference.

With respect to a conference cancellation claim, it is further agreed as follows:

1. The insured employee must have registered for the conference at least thirty (30) days prior to the cancellation; and

2. The cancellation must be ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference.

The limit of insurance for this coverage is $25,000 per policy period for all insureds combined. No deductible applies to this coverage.

C. Donation Assurance

If the insured is a 501(c)(3) status non-profit organization as defined in the United States Internal Revenue Code, we will reimburse the insured for "failed donation claim(s)."

With respect to any "failed donation claim," it is further agreed as follows:

1. The donor must not have been in bankruptcy, nor have filed for bankruptcy or reorganization in the past seven (7) years prior to the time said pledge was made to the insured;

2. For non-cash donations, our payment of a "failed donation claim" shall be based on the fair market value of said non-cash donation at the time of the "failed donation claim";

3. In the case of unemployment or incapacitation of a natural person donor and as a condition of payment of the "failed donation claim":

a. Neither the natural person donor nor the insured shall have had reason to believe the donor would become unemployed or incapacitated subsequent to the donation date; and

b. The donor shall be unemployed for at least sixty (60) days prior to a claim being submitted by the insured;

4. No coverage shall be afforded for a written pledge of funds or other measurable, tangible property to the insured dated prior to the policy period; and

5. A donation amount which is to be collected by the insured over more than a twelve (12) month period shall be deemed a single donation.

The limit of insurance for this coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.

D. Emergency Real Estate Consulting Fee

We will reimburse the insured any realtor's fee or real estate consultant's fee necessitated by the insured's need to relocate due to the "unforeseeable destruction" of the insured's "principal location" listed in the Declarations during the policy period. The limit of insurance for this

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coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.

E. Fundraising Event Blackout

We will reimburse the insured for "fundraising expenses" that are incurred due to the cancellation of a fundraising event caused by the lack of electric supply resulting in a power outage, provided the fundraising event is not re-scheduled. The fundraising event must have been planned at least thirty (30) days prior to the power outage. The limit of insurance for this coverage is $25,000 per policy period for all insureds combined. No deductible applies to this coverage.

F. Identity Theft Expense

We will reimburse any present director or officer of the named insured for "identity theft expenses" incurred as the direct result of any "identity theft" first discovered and reported during the policy period; provided that it began to occur subsequent to the effective date of the insured's first policy with us. The limit of insurance for this coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.

G. Image Restoration and Counseling

We will reimburse the insured for expenses incurred for image restoration and counseling arising out of "improper acts" by any natural person.

Covered expenses are limited to:

1. The costs of rehabilitation and counseling for the accused natural person insured, provided the natural person insured is not ultimately found guilty of criminal conduct; this reimbursement to occur after acquittal of the natural person insured;

2. The costs charged by a recruiter or expended on advertising, for replacing an officer as a result of "improper acts"; and

3. The costs of restoring the named insured's reputation and consumer confidence through image consulting.

The limit of insurance for this coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.

H. Key Individual Replacement Expenses

We will pay "key individual replacement expenses" if the Chief Executive Officer or Executive Director suffers an "injury" during the policy period which results in the loss of life during the policy period. The limit of insurance for this coverage is the lesser of $50,000 or ten (10) times the annual premium paid for this policy. No deductible applies to this coverage.

I. Kidnap Expense

We will pay on behalf of any director or officer of the insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, "domestic partner," parent or child during the policy period. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:

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1. Fees and costs of independent negotiators;

2. Interest costs for any loan from a financial institution taken by you to pay a ransom demand or extortion threat;

3. Travel costs and accommodations incurred by the named insured;

4. Reward money paid to an informant which leads to the arrest and conviction of parties responsible for loss covered under this insurance; and

5. Salary, commissions and other financial benefits paid by you to a director or officer. Such compensation applies at the level in effect on the date of the kidnap and ends upon the earliest of:

a. Up to thirty (30) days after their release, if the director or officer has not yet returned to work;

b. Discovery of their death;

c. One hundred twenty (120) days after the last credible evidence following abduction that they are still alive; or

d. Twelve (12) months after the date of the kidnapping.

The limit of insurance for this coverage is $50,000 each policy period for all insureds combined. No deductible applies to this coverage.

J. Political Unrest Coverage

We will reimburse any present director, officer, employee or volunteer of the named insured while traveling outside the United States of America for "emergency evacuation expenses" that are incurred as a result of an incident of "political unrest." This "political unrest" must occur during the policy period. No coverage is granted for travel to countries in a state of "political unrest" at the time of departure of the travel. The limit of insurance for this coverage is $5,000 per covered person, subject to a maximum of $25,000 per policy period for all insureds combined. No deductible applies to this coverage.

K. Temporary Meeting Space Reimbursement

We will reimburse the insured for rental of meeting space which is necessitated by the temporary unavailability of the insured's primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy. The limit of insurance for this coverage is $25,000 per policy period for all insureds combined. No deductible applies to this coverage.

L. Terrorism Travel Reimbursement

We will reimburse any present director or officer of the named insured in the event of a "certified act of terrorism" during the policy period which necessitates that he/she incurs "emergency travel expenses." The limit of insurance for this coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.

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M. Travel Delay Reimbursement

We will reimburse any present director or officer of the named insured for any "non-reimbursable expenses" they incur as a result of the cancellation of any regularly scheduled business travel on a common carrier. The limit of insurance for this coverage is $1,500 per policy period for all insureds combined. A seventy-two (72) hour waiting period deductible applies to this coverage.

N. Workplace Violence Counseling

We will reimburse the insured for emotional counseling expenses incurred directly as a result of a "workplace violence" incident at any of the insured's premises during the policy period. The emotional counseling expenses incurred must have been for:

1. Your employees who were victims of, or witnesses to the "workplace violence";

2. The spouse, "domestic partner," parents or children of your employees who were victims of, or witnesses to the "workplace violence"; and

3. Any other person or persons who directly witnessed the "workplace violence" incident.

The limit of insurance for this coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.

IV. DEFINITIONS

For the purpose of this endorsement, the following definitions apply:

A. "Certified act of terrorism" means any act so defined under the Terrorism Risk Insurance Act, and its amendments or extensions.

B. "Communicable disease" means an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent, such as, but not limited to Meningitis, Measles or Legionnaire's Disease.

C. "Domestic partner" means any person who qualifies as a domestic partner under the provisions of any federal, state or local statute or regulation.

D. "Emergency evacuation expenses" mean:

1. Additional lodging expenses;

2. Additional transportation costs;

3. The cost of obtaining replacements of lost or stolen travel documents necessary for evacuation from the area of "political unrest"; and

4. Translation services, message transmittals and other communication expenses.

provided that these expenses are not otherwise reimbursable.

E. "Emergency travel expenses" mean:

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1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a commercial transportation carrier, resulting directly from and within forty-eight (48) hours of a "certified act of terrorism"; and

2. The increased amount incurred which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a "certified act of terrorism";

provided that these expenses are not otherwise reimbursable.

F. "Failed donation claim" means written notice to the insured during the policy period of:

1. The bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable, tangible property to the insured; or

2. The unemployment or incapacitation of a natural person donor preventing him/her from honoring a prior written pledge of funds or other measurable, tangible property to the insured.

G. "Fundraising expenses" mean deposits forfeited and other charges paid by you for catering services, property and equipment rentals and related transport, venue rentals, accommodations (including travel), and entertainment expenses less any deposits or other fees refunded or refundable to you.

H. "Identity theft" means the act of knowingly transferring or using, without lawful authority, a means of identification of any director or officer (or spouse or "domestic partner" thereof) of the named insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

I. "Identity theft expenses" mean:

1. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;

2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; and

3. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.

J. "Improper acts" means any actual or alleged act of:

1. Sexual abuse;

2. Sexual intimacy;

3. Sexual molestation; or

4. Sexual assault;

committed by an insured against any natural person who is not an insured. Such "improper acts" must have been committed by the insured while in his or her capacity as an insured.

K. "Injury" whenever used in this endorsement, other than in Section **III. A. Business Travel**,

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means any physical damage to the body caused by violence, fracture or an accident.

L. "Key individual replacement expenses" mean the following necessary expenses:

1. Costs of advertising the employment position opening;

2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and

3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up an employment contract.

M. "Natural catastrophe" means hurricane, tornado, earthquake or flood.

N. "Non-reimbursable expenses" means the following travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time documented on the proof of cancellation, and for which your director or officer produces a receipt:

1. Meals and lodging;

2. Alternative transportation;

3. Clothing and necessary toiletries; and

4. Emergency prescription and non-prescription drug expenses.

O. "Political unrest" means:

1. A short-term condition of disturbance, turmoil or agitation within a foreign country that poses imminent risks to the security of citizens of the United States;

2. A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or

3. A condition of disturbance, turmoil or agitation in a foreign country that constrains the United States Government's ability to assist citizens of the United States, due to the closure or inaccessibility of an embassy or consulate or because of a reduction of its staff

for which either an alert or travel warning has been issued by the United States Department of State.

P. "Principal location" means the headquarters, home office or main location where most business is substantially conducted.

Q. "Unforeseeable destruction" means damage resulting from a "certified act of terrorism," fire, collision or collapse which renders all of the insured's "principal locations" completely unusable.

R. "Workplace violence" means any intentional use of or threat to use deadly force by any person with intent to cause harm and that results in bodily "injury" or death of any person while on the insured's premises.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS MANAGEMENT ENHANCEMENT ENDORSEMENT

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

Solely for the purpose of this endorsement: 1) The words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 2) The words "we," "us" and "our" refer to the company providing this insurance.

I. SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS

The following is the Limit of Liability provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Crisis Management Expense	$25,000

II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable. All other terms and conditions of the policy or coverage part to which this endorsement is attached remain unchanged.

B. Limits of Liability or Limits of Insurance

When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability or Limit of Insurance.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

A. We will reimburse you for "crisis management emergency response expenses" incurred because of an "incident" giving rise to a "crisis" to which this insurance applies. The amount of such reimbursement is limited as described in Section **II. CONDITIONS, B. Limits of Liability or Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.

B. We will reimburse only those "crisis management emergency response expenses" which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six (6) months of the date the "crisis" was initiated.

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IV. DEFINITIONS

A. "Crisis" means the public announcement that an "incident" occurred on your premises or at an event sponsored by you.

B. "Crisis management emergency response expenses" mean those expenses incurred for services provided by a "crisis management firm." However, "crisis management emergency response expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.

C. "Crisis management firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.

D. "Incident" means an accident or other event, including the accidental discharge of pollutants, resulting in death or "serious bodily injury" to three or more persons.

E. "Serious bodily injury" means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

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INCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES

This endorsement modifies the insurance provided under the following:

CRIME PROTECTION PLUS

A. Schedule*

Persons Or Classes Of Persons
Officers, directors, trustees and employees including any **MANAGER** and/or **PROPERTY MANAGER** hired by the Named Insured who handles or is responsible for handling the funds belonging to or administered by the Named Insured. However, this Policy does not cover loss resulting from an **EMPLOYEE** who is also serving as General Counsel, counsel or legal representative to the Named Insured for "theft" or any other dishonest acts in their capacity as such. **PROPERTY MANAGER** means any entity, including its employees, providing real estate property management services to the Named Insured pursuant to a written contract.
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

B. Provisions

The Definition of **EMPLOYEE** is amended to include any natural person or group of persons named or described in the Schedule.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FRAUDULENT INDUCEMENT EXCLUSION

This endorsement modifies the insurance provided under the following:

CRIME PROTECTION PLUS

I. Section IV. EXCLUSIONS is amended to include the following:

This Policy Does Not Apply To:

1. Loss resulting directly or indirectly from:

   a. your transfer, payment, or delivery of **MONEY, SECURITIES, OTHER PROPERTY,** or property of any kind including, but not limited to intangible property that is the direct, or indirect, result of **FRAUDULENT INDUCEMENT**;

   b. the giving or surrendering of **MONEY, SECURITIES, OTHER PROPERTY,** or property of any kind including, but not limited to intangible property in any exchange or purchase, whether genuine or fictitious; or

   c. any other giving or surrendering of, or voluntary parting with, **MONEY, SECURITIES, OTHER PROPERTY,** or property of any kind including, but not limited to intangible property

   whether or not induced by any dishonest or fraudulent act, except when covered under:

   i. Insuring Agreement A1.;

   ii. Insuring Agreement E.;

II. Section IV. EXCLUSION N. is amended to read:

N. Insuring Agreement F. does not apply to:

1. Loss resulting from the giving or surrendering of **MONEY, SECURITIES, OTHER PROPERTY,** or property of any kind including, but not limited to intangible property.

2. 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 or loss computation.

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3. Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any **MONEY, SECURITIES, OTHER PROPERTY,** or property of any kind including, but not limited to intangible property.

III. Section VI. DEFINITIONS is amended to include the following:

AUTHORIZED PERSON means any officer or employee who has a 25% interest or greater ownership in any one or more of those entities named as **INSUREDS**, sole proprietor, director, trustee, natural person partner, LLC Manager or LLC Member who is authorized by the **Insured** to transfer, pay, or deliver **MONEY** or **SECURITIES** or to instruct **EMPLOYEES** to transfer, pay or deliver **MONEY** or **SECURITIES**.

COMMUNICATION means an electronic, telegraphic, cable, teletype, telephonic voice, telefacsimile, or written instruction received by an **EMPLOYEE** that:

1. directs the **EMPLOYEE** to transfer, pay, or deliver **MONEY** or **SECURITIES**;

2. contains a misrepresentation of a material fact; and

3. is relied upon by the **EMPLOYEE**, believing the material fact to be true.

COMPUTER PROGRAM means a set of related electronic instructions that direct the operations and functions of a **COMPUTER SYSTEM** or devices connected to it that enable the **COMPUTER SYSTEM** or devices to receive, process, store, retrieve, send, create or otherwise act upon **ELECTRONIC DATA.**

COMPUTER SYSTEM means:

1. any computer; and

2. any input, output, processing, storage or communication device, or any related network, cloud service, operating system, or application, that is connected to, or used in connection with such computer, that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **INSURED**.

ELECTRONIC DATA means facts or information converted to a form:

1. usable in a **COMPUTER SYSTEM;**

2. that does not provide instructions or directions to a **COMPUTER SYSTEM**; or

3. that is stored on electronic processing media for use by a **COMPUTER PROGRAM**.

FRAUDULENT INDUCEMENT means the intentional misleading of an **EMPLOYEE** by a person purporting to be:

1. a **VENDOR**

2. a **CLIENT**;

3. an **EMPLOYEE**; or

4. an **AUTHORIZED PERSON**,

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through the use of a **COMMUNICATION**.

FRAUDULENT INDUCEMENT does not include **COMPUTER FRAUD** or **FUNDS TRANSFER FRAUD**.

VENDOR means an entity or natural person that has provided goods or services to the **Insured** under a genuine, preexisting:

1. written agreement; or

2. other agreed upon arrangement.

VENDOR does not include any **FINANCIAL INSTITUTION**, asset manager, armored motor vehicle company or similar entity.

IV. The following replaces section VI. DEFINITIONS, B. CLIENT:
B. **CLIENT** means any entity or individual for whom you provide goods or services under a written agreement or other agreed upon arrangement.

V. The following replaces section VI. DEFINITIONS, C. COMPUTER FRAUD:

C. **COMPUTER FRAUD** means **THEFT** of property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the **PREMISES** or **BANKING PREMISES** to a person (other than a **MESSENGER**) outside those **PREMISES** or to a place outside those **PREMISES**.

COMPUTER FRAUD does not include **FRAUDULENT INDUCEMENT** or **FUNDS TRANSFER FRAUD**.

VI. The following replaces section VI. DEFINITIONS, M. FUNDS TRANSFER FRAUD:

M. **FUNDS TRANFER FRAUD** means:

1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **FINANCIAL INSTITUTION** directing such institution to debit a **TRANSFER ACCOUNT** and to transfer, pay or deliver **MONEY** or **SECURITIES** from the **TRANSFER ACCOUNT** which instruction purports to have been transmitted by the **INSURED**, but was in fact fraudulently transmitted by someone other than the **INSURED** without the **INSURED's** knowledge or consent; or

2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **FINANCIAL INSTITUTION** directing such **FINANCIAL 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 written instruction purports to have been issued by the **INSURED** but was in fact fraudulently issued, the result of **FORGERY**, or altered by someone other than the **INSURED** without the **INSURED's** knowledge or consent.

FUNDS TRANFER FRAUD does not include **FRAUDULENT INDUCEMENT** or **COMPUTER FRAUD**.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRIME PROTECTION PLUS PRO-PAK

This endorsement modifies the insurance provided under the following:

CRIME PROTECTION PLUS

I. Schedule of Additional Coverages and Condition Amendments:

The following is a summary of additional coverages and condition amendments provided by this endorsement. This endorsement is subject to the provisions of your policy. Specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this endorsement.

Additional Coverages	**Limit of Insurance**	**Page #**
Include Expenses Incurred To Establish Amount of Covered Loss	The Lesser of $100,000 or 25% of the Covered Loss	1
Computer Violation and Data Reconstruction Expense	The Lesser of $50,000 or 25% of the Covered Loss	2
Condition Amendments	**Revision**	**Page #**
Insuring Agreement A.D. ERISA Fidelity Amendments	Amending Exclusions A, H, J and K to comply with ERISA requirements	3
Cancellation As To Any Employee	$25,000	3
Consolidation – Merger	30% of your total assets	3
Loss Notice Threshold	Exceeds 25% of the applicable Deductible Amount	4
Definition Amendment	Amends definition of Employee to include terminated employees for 90 days	4

II. Additional Coverages

A. Include Expenses Incurred to Establish Amount of Covered Loss

The following is added to I. INSURING AGREEMENTS, A1. EMPLOYEE THEFT AND CLIENT PROPERTY:

3. Include Expenses Incurred to Establish Amount of Covered Loss

a. We will pay for reasonable costs, fees or other expenses that you incur and pay to an independent accounting, auditing, or other similar service used to determine the amount of loss covered under this insurance.

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b. We will pay for reasonable costs, fees or other expenses after settlement of covered loss.

c. Section IV. EXCLUSIONS, D.3., is deleted in its entirety and replaced with the following:

"Payment of costs, fees or other expenses you incur in establishing the existence of loss under this policy."

d. We will have no liability to pay any such costs, fees or other expenses if the amount of the covered loss does not exceed the Deductible Amount of the applicable Insuring Agreement. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance, shown in **e.** below.

e. The most that we will pay for reasonable costs, fees or other expenses is limited to the lesser of the Limit of Insurance of $100,000 or 25% of the Covered Loss. The amount that we will pay is part of, not in addition to, the Limit of Insurance for the EMPLOYEE THEFT AND CLIENT PROPERTY Insuring Agreement shown in the DECLARATIONS.

B. Computer Violation and Data Reconstruction Expense Coverage

The following is added to I. INSURING AGREEMENTS, F. COMPUTER FRAUD AND FUNDS TRANSFER FRAUD:

3. Computer Violation and Data Reconstruction Expense Coverage

a. We will pay for reasonable costs, fees or other expenses, other than your internal costs (such as **EMPLOYEE** salary or costs associated with restoring **DATA** from backup), incurred by you, with our prior written consent, to reproduce or duplicate **DATA** or computer programs damaged or destroyed by a **COMPUTER ATTACK**. If such **DATA** or computer programs cannot be duplicated from other **DATA** or computer programs, then we will also pay reasonable costs incurred for computer time, computer programmers, technical experts or consultants to restore such **DATA** or computer programs to substantially the same level or operational capability existing immediately before the covered loss. However, we will not pay for any expenses incurred by a **CLIENT**.

b. We will pay for reasonable costs, fees or other expenses after restoration of **DATA** is completed.

c. The following, when used in this section, are defined as follows:

1. **COMPUTER ATTACK** means **UNAUTHORIZED ACCESS OR USE** or transmission or receipt of a **CYBERTOXIN** that alters, corrupts, destroys, disrupts, deletes, or damages **DATA**, provided any of the foregoing is intentional, and specifically targeted at you. Recurrence of the same **CYBERTOXIN** after the insured **COMPUTER NETWORK** has been restored shall be considered a separate **OCCURRENCE**.

2. **COMPUTER NETWORK** means computer hardware, software, firmware, storage media, and components thereof, including electronic **DATA** stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **INTERNET** and any extranets, intranets, or virtual private networks. **COMPUTER NETWORK** shall also include off-line media libraries.

3. **CYBERTOXIN** means an unauthorized corrupting or harmful piece of code. **CYBERTOXIN** includes, but is not limited to, computer viruses, adware, spyware, Trojan horses, worms, nematodes and time or logic bombs.

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4. **DATA** means information electronically stored or processed in a **COMPUTER NETWORK**.

5. **INTERNET** means a worldwide network of computer networks that facilitate data transmission and exchange, including any future form the **INTERNET** might take.

6. **UNAUTHORIZED ACCESS OR USE** means the gaining of access to a **COMPUTER NETWORK** by an unauthorized person or persons or the use of a **COMPUTER NETWORK** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

d. We will have no liability to pay any such costs, fees or other expenses if the amount of the covered loss does not exceed the Deductible Amount of the applicable Insuring Agreement. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance, shown in **e.** below.

e. The most that we will pay for reasonable costs, fees or other expenses is limited to the lesser of the Limit of Insurance of $50,000 or 25% of the Covered Loss. The amount that we will pay is part of, not in addition to, the Limit of Insurance for the **COMPUTER FRAUD AND FUNDS TRANSFER FRAUD** Insuring Agreement shown in the **DECLARATIONS.**

III. Insuring Agreement A2. ERISA Fidelity Amendments

The following amendments apply solely as respects coverage afforded under Insuring Agreement A.2. ERISA FIDELITY:

A. Exclusion A. is deleted and replaced by the following:
   A. Loss resulting from **THEFT** or any other dishonest or fraudulent act committed by:

      1. You; or
      2. Any of your partners or **MEMBERS**; or
      3. Any officer or employee who has a 25% interest or greater ownership interest in any one or more of those entities named as **INSUREDS**

   Whether acting alone or in collusion with other persons, except while handling **MONEY**, **SECURITIES**, or **OTHER PROPERTY** of an **EMPLOYEE BENEFIT PLAN(S)**.

B. Exclusion H is deleted in its entirety.

C. Exclusion J. is deleted and replaced with the following:

   J. 1. The disclosure or use of another person's or organization's confidential or personal information, except as provided in Paragraph 2

   2. The disclosure of your or an **EMPLOYEE BENEFIT PLAN** participant's confidential or personal information. However, this Paragraph (2) does not apply to loss otherwise covered under Insuring Agreement A.1. 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, customer lists, financial information, credit card information, health information, retirement or health savings account information or any other type of nonpublic information.

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D. Exclusion K. 3 and K.4. are deleted in their entirety.

IV. Section V. Conditions Amendments

A. Amended Cancellation As To Any Employee

Section V. CONDITIONS, Paragraph A., is deleted in its entirety and replaced with the following:

A. Cancellation as to any **EMPLOYEE**

1. This policy is cancelled as to any **EMPLOYEE**:

a. Immediately upon discovery by:

(i) You; or

(ii) Any of your partners, **MEMBERS**, **MANAGERS**, officers, directors or trustees not in collusion with the **EMPLOYEE**;

of **THEFT** or any other dishonest act committed by the **EMPLOYEE** whether before or after becoming employed by you, unless the amount of such loss is $25,000 or less.

2. On the date specified in a notice mailed to the first Named Insured. That date will be at least 60 days after the date of mailing.

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

B. Amended Consolidation – Merger Condition

Section V. CONDITIONS, Paragraph E., is deleted in its entirety and replaced with the following:

E. Consolidation – Merger

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

1. You must give us written notice and obtain our written consent to extend this insurance to such additional **EMPLOYEES** or **PREMISES**. We may condition our consent upon payment of an additional premium;

2. For the first 90 days after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities, any insurance afforded for **EMPLOYEES** or **PREMISES** also applies to these additional **EMPLOYEES** or **PREMISES** for acts committed or events occurring within this 90-day period, or prior to the end of the policy period, whichever occurs first.

If the consolidation or merger with, or purchase of assets of some other entity exceeds 30% of your assets, we require the insured to notify us within 90 days and provide any

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underwriting information the underwriter requires, at which time the underwriter will determine whether coverage will be extended for this transaction and whether an additional premium will apply.

However, we agree to automatically extend such coverage, without the payment of an additional premium for the remainder of the Policy Period, as is afforded under this policy to any consolidation or merger with, or purchase of assets of, some other entity which has less than 30% of your total assets as reflected on your most recent fiscal year-end financial statement.

C. Amended Loss Notice Threshold

Section V. CONDITIONS, Paragraph H., is deleted in its entirety and replaced with the following:

H. Duties In The Event Of Loss

After you discover a loss or a situation that may result in loss of or damage to **MONEY**, **SECURITIES**, or **OTHER PROPERTY** that exceeds 25% of the applicable Deductible Amount, you must:

1. Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreements A1., A2. or B.) involves a violation of law, you must also notify the local law enforcement authorities.

2. Submit to examination under oath at our request and give us a signed statement of your answers.

3. Give us a detailed, sworn proof of loss within 120 days.

4. Cooperate with us in the investigation and settlement of any claim.

V. Definition Amendment

Section VI. DEFINITIONS, Paragraph F. 1 and 2 are deleted in their entirety and replaced with the following:

F. **EMPLOYEE**:

1. Any natural person:

   a. While in your service or for 90 days after termination of service;

   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:

   d. To substitute for a permanent **EMPLOYEE** as defined in Paragraph 1. above, who is on leave; or

   e. To meet seasonal or short-term work load conditions;

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

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

CRIME PROTECTION PLUS

A. Condition B. Cancellation of Policy is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

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:

a) A material misstatement or misrepresentation; or

b) 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; or

(v) The cancellation is for all **INSUREDS** under such policies for a given class of **INSUREDS**.

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:

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a) 10 days before the effective date of cancellation if cancellation is for the reason stated in b.(i) above; or

b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in b.(ii), (iii), (iv) or (v) above.

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

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

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. The cancellation will be effective even if we have not made or offered a refund.

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

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

Non-Renewal

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of non-renewal, accompanied by the reason for non-renewal, at least 45 days prior to the expiration of this policy.

2. Any notice of non-renewal 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.

C. Condition N. Legal Action Against Us is replaced by the following:

N. 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 5 years from the date you discover the loss.

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

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