

# **COMBINATION CRIME ENDORSEMENT**

Refer to Supplemental Declarations if information is not shown in this form.

For an additional premium, we provide coverage Policy Provisions.	ge under this endorsement su	bject to the terms contained in the General
Folicy Flovisions.		
Policy No		
Amounts of Insurance: Agreement 1 \$	Agreement 2 \$	Agreement 3 \$
WHAT WE PAY FOR  We pay up to the amount of insurance stated on	each Agreement for covered l	oss incurred by <b>vou</b> , for:
Agreement 1. Employee Dishonesty Coverage incur through any fraudulent or dishonest acts co	e-meaning <i>loss</i> of <i>money</i> , sec	curities or other business property that you
Agreement 2. Loss Inside the <i>Insured Proceed to the Insured Process</i> of safe deposit. This agreement does not be a safe to the safe to th	thin the <i>premises</i> or within an	ny banking premises or similar recognized
Agreement 3. Loss Outside the <i>Insured I</i> disappearance or wrongful abstraction outside Motor Vehicle Company. This agreement does n	the premises while being co	onveyed by a messenger or any Armored
From each adjusted claim for <i>loss</i> or damage in Name and address of prior Surety; number and e		
<b>DEFINITIONS Banking Premises</b> means the interior of that points <b>business</b> as a bank.	ortion of any building occupie	d by a banking institution in the conduct of
<b>Employee</b> means a natural person engaged in the wages or commission. <b>You</b> have the exclusive excludes any broker, factor, commission merchant	right to direct this person in	the performance of the job. This definition
Loss includes damage.		
Messenger means you, a partner, an officer or outside your premises.	r any authorized <i>employee</i> w	tho has care and custody of your property
<i>Money</i> means currency, coins, bank notes and sale to the public.	bullion; and travelers checks,	register checks and <i>money</i> orders held for

*Securities* means all negotiable and non-negotiable instruments or contracts representing either *money* or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include *money*.

Premises means the interior portion of any building at the location designated on the Declaration Page which is occupied

by you in conducting your business.

#### WHAT WE DO NOT PAY FOR

This endorsement does not apply:

- 1. to *loss* due to any fraudulent, dishonest or criminal act by *you*, *your* partners, officers, executives, trustees or joint venturers, whether acting alone or in collusion with others;
- 2. to *loss*, the proof of which, either as to its factual existence or its amount, is dependent upon an inventory computation or a profit-and-loss computation. However, this exclusion does not apply to *loss* which *you* can prove through evidence wholly apart from such computations;
- 3. to *loss* of manuscripts, books of account or records;
- 4. to *loss* due to giving or surrendering of *money* or *securities* in exchange for any purchase;
- 5. to *loss* of *money* contained in any coin operated amusement device or vending machine unless the device or machine has an instrument that records the amount of *money* deposited; and
- 6. to *loss* due to accounting or arithmetical errors or omissions.

# **Special Conditions Applicable to Agreement 1-Employee Dishonesty**

This endorsement does not apply:

- 1. to any *loss* discovered later than one year from the end of the policy period;
- 2. to any *loss* perpetrated at any time before or after the policy period;
- 3. to any loss perpetrated by any employee employed outside of the United States of America and Canada; and
- 4. to any *loss* due to mysterious or unexplained disappearance.

## General Conditions Applicable to Agreement 1-Employee Dishonesty

Ownership of Property: Interests covered-we will pay for covered loss of covered property owned by you or property of others held by you in any capacity.

**Joint** *insureds*-if more than one *insured* is covered by this agreement, the first named *insured* shall act for itself and all other *insureds*. All rights, obligations and duties in this contract shall be the responsibility of the first named *insured* and *us*.

Loss caused by unidentifiable employees-if, after good faith efforts, you are unable to identify the perpetrators, we will pay up to the amount of insurance upon receipt of satisfactory evidence reasonably proving that the loss was due solely to the fraud or dishonesty of one or more of your employees.

**Books and Records**-you must keep records in such a manner that we can accurately determine the amount of loss from those records.

**Prior Fraud, Dishonesty or Cancellation**-this agreement shall immediately terminate as to any *employee* in *your* service on discovery of fraud or dishonesty perpetrated by that *employee*, while in *your* service or otherwise, whether such dishonesty or fraud be committed before or after the date of employment by *you*.

Cancellation of the entire contract shall be effected in accordance with the *terms* set out in the General Policy provisions.

**Recoveries and Subrogation-**If *you* sustain a loss in excess of the amount of insurance stated in this agreement, *you* shall be entitled to all recoveries made (excepting reinsurance, surety or other assets pledged as collateral to *us*) until *you* are indemnified for *your* reasonable recovery expenses incurred and the *loss* in excess of *your* deductible. The remainder then shall be applied to *our* recovery until *we* have achieved full restitution. *You* may then recover *your* deductible amount.

In the event of payment by *us* under this agreement, *we* are subrogated to all of *your* rights of recovery therefor against any person or organization responsible for such loss and *you* shall execute and deliver such instruments and papers to secure *our* rights. *You* shall do whatever is reasonably necessary to secure *our* rights and *you* shall do nothing before or after any loss to prejudice *our* rights.

**Notice, Proof of Loss and Action against** *Us-*Upon knowledge or discovery of any loss or *occurrence* which may give rise to any claim for loss under Agreement 1-*Employee* Dishonesty, *you* must give notice thereof (in writing when requested) as soon as practicable to *us* or to *our* authorized agent or broker.

Within 90 days of *our* request, *you* shall file with *us* a detailed proof of *loss*, signed and sworn to, establishing in detail, to the extent of *your* knowledge and information, the methods by which the alleged *loss* was perpetrated, the identity of the alleged *loss*.

Upon *our* request, *you* shall separately submit to examination by *us*, subscribe same, under oath if required, and produce for *our* examination all pertinent records, all at such reasonable times and places as *we* shall designate and *you* shall cooperate with *us* in all matters pertaining to *loss* or claims.

No action shall lie against *us* unless all of the conditions of this policy have been complied with fully, nor shall any action be initiated until the lapse of 90 days after conforming proofs of *loss* have been filed with *us*, nor at all unless commenced within 2 years from the date that *you* discover the *loss*.

**Noncumulative terms**-Any *loss*, without regard to the number of policy terms or service periods involved, constitutes a single *occurrence* subject to a single amount of insurance. In no event will the *terms* or conditions of this agreement be cumulative in effect or application.

**Newly Acquired** *employees*-Additional *employees* acquired through merger, consolidation or additional hiring are covered for the remainder of the policy period. *Your* failure to notify *us* within 30 days and to pay the additional premium due will result in the prorationing of the amount of insurance on the basis that the number of employees declared bears to the total number of employees in *your* service at the time of discovery of the loss.

### GENERAL CONDITIONS APPLICABLE TO THIS ENDORSEMENT

- 1. **Valuation**-securities will be valued on the basis of their actual cash value stated at the close of **business** on the **business** day preceding the day on which the loss was discovered. A covered **Money loss** will be reimbursed at the rate of exchange on the day of the loss. All other property will be valued at its actual cash value at the time of **loss**.
- 2. **Changes**-no *terms* of this endorsement may be waived or changed except by endorsement issued by *us* to form a part of this policy.
- 3. **Property of Others**-It is *our* option to adjust any claim for *loss* of property with the owner of such property.