



MULTINATIONAL CHOICE - MONEY AND SECURITIES COVERAGE FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Definitions**.

- A.** Coverage applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you during the Policy Period as shown in the Multinational Choice - Property Declarations or during the period of time provided in the Extended Period To Discover Loss - CRIME COMMON CONDITION E.6.:

1. Inside the Premises - Theft of Money and Securities

We will pay for loss of "money" and "securities" inside the "premises" or "banking premise" resulting from "theft", disappearance or destruction.

2. Outside the Premises – Theft of Money and Securities

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.

B. Limit of Insurance

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Multinational Choice - Property Schedule of Premises and Coverages or Endorsements.

We will only pay up to \$500 for any one "occurrence" of loss of or damage to precious metals, precious or semiprecious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

C. Deductible

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the applicable Deductible Amount shown in the Multinational Choice - Property Schedule of Premises and Coverages or Endorsements. We will then

pay for 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 will be applied.

D. Exclusions - This insurance does not apply to:

1. Accounting or Arithmetic Errors or Omissions

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

2. Acts Committed by You, Your Partners or Your Members

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

a. You; or

b. Any of your partners or "members";

whether acting alone or in collusion with other persons.

3. Acts of Employees Learned of by You Prior to the Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

4. Acts of Employees, Managers, Directors, Trustees or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

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

b. While performing services for you or otherwise.

5. Confidential Information

Loss resulting from:

- a. The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- b. The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

6. "Electronic Data".

7. Exchanges or Purchases

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

8. Governmental Action

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

9. Indirect Loss

Loss that is an indirect result of any act or occurrence covered by this insurance including, but not limited to, loss resulting from:

- a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Property.
- b. 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 insurance.
- c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

10. Legal Fees, Costs and Expenses

Fees, costs and expenses incurred by you which are related to any legal action.

11. Money Operated Devices

Loss of property contained in any "money" operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

12. Motor Vehicles or Equipment and Accessories

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

13. Nuclear Hazard

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

14. Pollutants and Contaminants

We will not pay for loss or damage caused by, resulting from, arising out of, or in any way related to the discharge, dispersal, seepage, migration, release or escape of Pollutants and Contaminants.

Pollutants and Contaminants as used in this exclusion means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemical and waste, or any other material which causes or threatens to cause physical loss, damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property or which threatens human health or welfare. Waste includes materials to be recycled, reconditioned or reclaimed.

15. Transfer or Surrender of Property

- a. Loss of or damage to property that has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

- (1) On the basis of unauthorized instructions;
- (2) As a result of a threat to do bodily harm to any person; or
- (3) As a result of a threat to do damage to any property.
- (4) As a result of a threat to introduce a denial of service attack into your computer system;
- (5) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
- (6) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
- (7) As a result of a threat to disseminate, divulge or utilize:
 - (a) Your confidential information; or
 - (b) Weaknesses in the source code within your computer system.

- b. But, this Exclusion does not apply to loss of "money", or "securities" while outside the "premises" in the care and custody of a "messenger" if you:

- (1) Had no knowledge of any threat at the time the conveyance began; or
- (2) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

16. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

17. Voluntary Parting of Title to or Possession of Property

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

18. War and Similar Actions

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

E. CRIME COMMON CONDITIONS

The following Conditions apply in addition to the Multinational Choice - Common Policy Conditions:

1. Additional Premises or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Property Choice Declarations.

2. Concealment, Misrepresentation or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This insurance;
- b. The property covered under this insurance;
- c. Your interest in the property covered under this insurance; or
- d. A claim under this insurance.

3. Consolidation – Merger or Acquisition

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity, any additional persons who become "Employees" or you acquire the use and control of any additional premises:

- a. 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; but
- b. For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

4. Cooperation

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

5. 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:

- a. Notify us as soon as possible. If you have reason to believe that any loss involves a violation of a law you must also notify the local law enforcement authorities.
- b. Submit to examination under oath at our request and give us a signed statement of your answers.
- c. Produce for our examination all pertinent records.
- d. Give us a detailed, sworn proof of loss within 120 days.
- e. Cooperate with us in the investigation and settlement of any claim.

6. Extended Period to Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you no later than 60 days from the date of that cancellation or expiration. However, this

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

7. Joint Insured

- a. 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 insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- b. If any Insured or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- c. An "Employee" of any Insured is considered to be an "Employee" of every Insured.
- d. If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you no later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- e. 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.

8. Legal Action Against Us

You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this insurance;
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you "discovered" the loss.

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

9. Ownership of Property; Interests Covered

The property covered under this insurance is limited to property:

- a. That you own or lease;
- b. That you hold for others; or
- c. For which you are legally liable, except for property inside a premises of a "client" of yours.

However, this insurance 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 insurance must be presented by you.

10. Policy Bridge – Discovery Replacing Loss Sustained

- a. If this insurance replaces insurance that provided you with an extended period of time after cancellation in which to discover loss and which did not terminate at the time this insurance became effective:

- (1) We will not pay for any loss that occurred during the Policy Period of that prior insurance which is "discovered" by you during the extended period to "discover" loss, unless the amount of loss exceeds the Limit of Insurance and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this policy.
- (2) However, any payment we make for the excess loss will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit of Insurance shown in the Declarations, Schedules or Endorsements.

We will not apply the Deductible Amount shown in the Declarations, Schedules or Endorsements to this excess loss.

- b. The Other Insurance Condition **E.9.** does not apply to this Condition.

11. Records

You must keep records of all Covered Property so we can verify the amount of any loss.

12. Recoveries

- a. Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:
- (1) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
 - (2) Second, to us in satisfaction of amounts paid in settlement of your claim;
 - (3) Third, to you in satisfaction of any Deductible Amount; and
 - (4) Fourth, to you in satisfaction of any loss not covered under this insurance.
- b. Recoveries do not include any recovery:
- (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (2) Of original "securities" after duplicates of them have been issued.

13. 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.

14. Valuation - Settlement

- a. Subject to Section **B. Limit of Insurance**, we will pay for:
- (1) 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:
 - (a) At face value of the "Money" issued by that country; or
 - (b) In the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was discovered.
 - (2) Loss of "Securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (a) Pay the value of such "Securities" or replace them in kind, in which event you must assign to us all

your rights, title and interest in and to those "Securities"; or

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

- i. Value of the "Securities" at the close of business on the day the loss was discovered; or

- ii. Limit of Insurance.

- b. We may, at our option, pay for loss of, or loss from damage to, property other than "Money":

- (1) In the "Money" of the country in which the loss occurred; or

- (2) 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.

- c. Any property that we pay for or replace becomes our property.

F. Definitions

1. "Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Client" means any entity for whom you perform services under a written agreement.
3. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance.
4. "Electronic data" means:

Information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the

operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

5. "Employee" means:

a. Any natural person:

- (1)** While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
- (2)** Who you compensate directly by salary, wages or commissions; and
- (3)** Who you have the right to direct and control while performing services for you;

b. Any natural person who is furnished temporarily to you:

- (1)** To substitute for a permanent "employee" as defined in Paragraph **5.a. (1)** above, who is on leave; or
- (2)** To meet seasonal or short-term workload 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";

c. 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 **b. above;**

d. Any Natural person who is:

- (1)** A trustee, officer, employee, administrator or manager who is an independent contractor, of any employee benefit plan; and
- (2)** A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any employee benefit plan;

e. Any natural person who is a former "employee", director, partner, "member", "manager", representative or trustee retained as a consultant while performing services for you;

f. 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".

g. Any "employee" of an entity merged or consolidated with you prior to the effective date of this insurance; or

h. Any of your "managers", directors or trustees while:

- (1)** Performing acts within the scope of the usual duties of an "employee"; or
- (2)** Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

i. "Employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph **5.a.**

6. "Funds" means "money" and "securities".

7. "Manager" means a person serving in a directorial capacity for a limited liability company.

8. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

9. "Messenger" means you, or a relative of yours, or any partners or "members", or any "employee" while having care custody of property outside the "premises".

10. "Money" means:

- a.** Paper currency, coins and paper bank notes in current use and having a face value; and
- b.** Paper travelers checks, registered checks and paper money orders held for sale to the public.

Money does not include electronic currency in any form.

11. "Occurrence" means:

- a.** An individual act;
- b.** The combined total of all separate acts whether or not related; or
- c.** A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the declarations, before such Policy Period or both.

12. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property excluded under this insurance.

13. "Premises" means the interior of that portion of any building you occupy in conducting your business.

14. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

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

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

but does not include "money" nor any item in any type of electronic format.

15. "Theft" means the unlawful taking of "money" or "securities" to the deprivation of the Insured.

Specimen