

NOTICE: THE SECTION 1 AND SECTION 3 COVERAGE PARTS PROVIDE CLAIMS MADE COVERAGE, EXCEPT AS OTHERWISE SPECIFIED. PORTIONS OF THIS POLICY APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. DEFENSE EXPENSES WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY INSURED LOSS FROM CLAIMS AND WILL ALSO BE APPLIED AGAINST ANY APPLICABLE RETENTION. IN NO EVENT WILL THE INSURER BE LIABLE FOR DEFENSE EXPENSES OR INSURED LOSS IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

THIS IS A NON-PARTICIPATING POLICY

POLICY NUMBER:	BMP-1067881-00	INSURER:	Berkley Regional Insurance Company
RENEWAL OF:			A Stock Company 11201 Douglas Ave Urbandale, IA 50322 877-490-1635

ITEM I. NAMED INSURED:	Lakes of Deer Creek Condominium Association Inc. 633 Edgewater Drive Deerfield Beach, FL 33442
ITEM II. POLICY PERIOD: 12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE	FROM: December 1, 2024 TO: December 1, 2025
ITEM III. EXTENDED REPORTING PERIOD: A. Additional Premium: B. Additional Period:	100% of Annualized Premium in ITEM V. below 1 Year(s)
ITEM IV. NOTICE TO INSURER Notice of Claim or Potential Claim: By Email: CLAIMS@BERKLEYMP.COM By Mail: Berkley Management Protection Attn: Claims Department 433 South Main Street Suite 200 West Hartford, CT 06110	All Other Notices: Berkley Management Protection Attn: Underwriting 433 South Main Street Suite 200 West Hartford, CT 06110
ITEM V. POLICY PREMIUM	\$478



ITEM VI. COVERAGE PARTS

Coverage is afforded under this Policy for the **Coverage Parts**, and any Optional Coverages, as selected below. To the extent **Coverage Parts** or Optional Coverage(s) in the Policy are not selected below or no Limit of Liability is set forth, such **Coverage Parts** or Optional Coverage(s) are deleted in their entirety and no coverage is available pursuant to such **Coverage Part(s)** or Optional Coverage(s).

SECTION 1 COVERAGE PARTS

Aggregate Limit of Liability for all Section 1 Coverage Parts \$0

DIRECTORS & OFFICERS LIABILITY COVERAGE PARTS						
Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
<input type="checkbox"/>	A. PRIVATE COMPANY DIRECTORS AND OFFICERS LIABILITY Pending or Prior Date: Insuring Clause A Insuring Clause B Insuring Clause C				<input type="checkbox"/>	Duty <input type="checkbox"/> Non-Duty <input type="checkbox"/>
<input type="checkbox"/>	Insuring Clause D: Additional limit of Liability Dedicated for Executives					
Optional Coverages						
<input type="checkbox"/>	Antitrust Claim					
<input type="checkbox"/>	Asset Protection Expense					
<input type="checkbox"/>	Investigation Expense					
<input type="checkbox"/>	Pre-Claim Expense					
<input type="checkbox"/>	Reputation Expense					
Optional Coverages						
<input type="checkbox"/>	B. NOT FOR PROFIT DIRECTORS AND OFFICERS LIABILITY Pending or Prior Date: Insuring Clause A Insuring Clause B Insuring Clause C				<input type="checkbox"/>	Duty <input type="checkbox"/> Non-Duty <input type="checkbox"/>
<input type="checkbox"/>	Insuring Clause D: Additional limit of Liability Dedicated for Executives					
Optional Coverages						
<input type="checkbox"/>	Antitrust Claim					
<input type="checkbox"/>	Excess Benefit Transaction Tax					
<input type="checkbox"/>	Pre-Claim Expense					
<input type="checkbox"/>	Reputation Expense					



EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
<input type="checkbox"/>	C. EMPLOYMENT PRACTICES LIABILITY Pending or Prior Date: Insuring Clause A: Employment Practices Liability Coverage Insuring Clause B: Third Party Liability Coverage				<input type="checkbox"/>	Duty <input type="checkbox"/> Non-Duty <input type="checkbox"/>
<input type="checkbox"/>	Additional Defense Expenses Limit for Employment Practices Liability					
Optional Coverages						
<input type="checkbox"/>	Crisis Expense					
<input type="checkbox"/>	Wage and Hour Defense Expense					
<input type="checkbox"/>	Workplace Violence Expense					

FIDUCIARY LIABILITY COVERAGE PART

Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
<input type="checkbox"/>	D. FIDUCIARY LIABILITY Pending or Prior Date:				<input type="checkbox"/>	Duty <input type="checkbox"/> Non-Duty <input type="checkbox"/>
Optional Coverages						
<input type="checkbox"/>	Voluntary Compliance Resolution Costs					
<input type="checkbox"/>	Civil Fines and Penalties					
<input type="checkbox"/>	Additional Defense Expenses for Fiduciary Liability					

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART

Coverage Selected	INSURING CLAUSES	AGGREGATE LIMIT OF LIABILITY	SUBLIMIT	RETENTION	SHARED LIMIT	DUTY TO DEFEND
<input type="checkbox"/>	E. MISCELLANEOUS PROFESSIONAL LIABILITY Pending or Prior Date: Professional Services Retroactive Date: Professional Services: A. Miscellaneous Professional Liability Coverage B. Disciplinary and Licensing Proceedings Response				<input type="checkbox"/>	Duty <input type="checkbox"/> Non-Duty <input type="checkbox"/>



SECTION 2 COVERAGE PARTS

CRIME COVERAGE PART

Coverage Selected	INSURING CLAUSES		
<input checked="" type="checkbox"/>	F. CRIME (All Selected Insuring Clauses)		
	Insuring Clauses	Limit of Liability	Retention
<input checked="" type="checkbox"/>	Insuring Clause A: Employee Theft Coverage	\$250,000	\$1,000
<input checked="" type="checkbox"/>	Insuring Clause B: Premises Coverage	\$250,000	\$1,000
<input checked="" type="checkbox"/>	Insuring Clause C: In Transit Coverage	\$250,000	\$1,000
<input checked="" type="checkbox"/>	Insuring Clause D: Forgery Coverage	\$250,000	\$1,000
<input checked="" type="checkbox"/>	Insuring Clause E: Computer Fraud Coverage	\$250,000	\$1,000
<input checked="" type="checkbox"/>	Insuring Clause F: Funds Transfer Fraud Coverage	\$250,000	\$1,000
<input checked="" type="checkbox"/>	Insuring Clause G: Money Orders and Counterfeit Currency Fraud Coverage	\$250,000	\$1,000
<input type="checkbox"/>	Insuring Clause H: Credit Card Fraud Coverage		
<input type="checkbox"/>	Insuring Clause I: Client Coverage		
<input type="checkbox"/>	Insuring Clause J: Social Engineering Fraud Coverage		
<input type="checkbox"/>	Insuring Clause K: Expense Coverage		

SECTION 3 COVERAGE PARTS

CYBER COVERAGE PART

Coverage Selected	INSURING CLAUSES	
<input type="checkbox"/>	G.CYBER	SEE CYBER SUITE SUPPLEMENTAL DECLARATIONS
Cyber Risk Website: https://zeguro.com/berkleympr		
Breach Counsel Hotline:		
Notice of Claim or Potential Claim: By Email: CYBERCLAIMS@BERKLEYMP.COM By Mail: Berkley Management Protection Attn: Cyber Claims Department 433 South Main Street Suite 200 West Hartford, CT 06110		



ITEM VII. FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ON THE DATE THIS POLICY IS ISSUED

Policy Forms	
Form Number	Title
GTC-110001- 0323	General Terms and Conditions
CR-110001- 0323	Crime Coverage Part

Endorsements		
Endorsement	Form Number	Title
1	GTC-11003- 0321-FL	Florida Policyholder Notice
2	GTC-11004- 0321-FL	Florida Policyholder Notice
3	GTC-11005- 0321-FL	Florida Policyholder Notice
4	GTC-11006- 0321-FL	Florida Declarations Amendment
5	GTC-11500- 0321	Policyholder Disclosure Notice of Terrorism Insurance Coverage
6	GTC-11501- 0321	Policyholder Notice US Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice
7	GTC-12003- 0622-FL	Florida Countersignature Endorsement
8	GTC-125001- 0323-FL	Florida Amendatory
9	GTC-125100- 0323	Table of Contents
10	CR-120053- 0323	Include Property Management Company Employees Endorsement
11	CR-125100- 0323	Table of Contents



These Declarations along with the completed and signed Application and this Policy, constitute the contract between the Insured and the Insurer.



Authorized Representative



Authorized Representative





GENERAL TERMS AND CONDITIONS TABLE OF CONTENTS

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PURSUANT TO THE DEFINITIONS SET OUT IN THIS POLICY, WORDS AND PHRASES IN BOLD HAVE SPECIAL MEANING. THE DESCRIPTIONS IN THE HEADINGS AND SUBHEADINGS OF THIS POLICY ARE SOLELY FOR CONVENIENCE AND DO NOT CONSTITUTE A PART OF THE TERMS AND CONDITIONS OF COVERAGE.

In consideration of the premium paid and subject to the Declarations, the General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Policy, the Insurer and the Insureds agree as follows:

I. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all **Coverage Parts**. Unless otherwise stated to the contrary, the terms and conditions of each **Coverage Part** apply only to that particular **Coverage Part**. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any **Coverage Part**, the terms, conditions, and limitations of the **Coverage Part** will control for purposes of that **Coverage Part**.

II. DEFINITIONS

- A. **Application** means any application and any other materials, representations and warranties which are provided to the **Insurer** in connection with the underwriting of this Policy or any other policy of which this Policy is an indirect or direct renewal.
- B. **Change of Control** means:
 - 1. the acquisition of the **Named Insured**, or the acquisition of all or substantially all of the assets of the **Named Insured**, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity;
 - 2. the obtaining by any person, entity or affiliated group of persons or entities the right to elect, appoint or designate more than fifty percent (50%) of the board of directors, board of trustees, board of managers, or functional equivalent thereof, or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof of the **Named Insured**; or
 - 3. the **Named Insured** emerges from bankruptcy with majority ownership of more than 50% of the voting securities vested in any persons and/or entities different from those having such ownership prior to the filing of the bankruptcy proceedings.
- C. **Claim** will have the meaning defined as such in each **Coverage Part**.
- D. **Company** means the **Named Insured**, any **Subsidiary**, or any such entity as a debtor in possession under United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.
- E. **Coverage Part** means those **Coverage Parts** designated and set forth as such in this Policy or added as **Coverage Parts** by endorsement. Coverage under any **Coverage Part** will only be provided if purchased as set forth in Declarations ITEM VI. **Coverage Parts** applicable to this Policy, or by endorsement.



- F. Decisional Officer** means, with respect to any **Company**, the natural persons who were, now are or shall become such **Company's** chief executive officer, chief financial officer, in-house general counsel, or the functional equivalent of any of the foregoing positions of a **Company**, or only with respect to coverage under the Employment Practices Liability **Coverage Part**, the head of human resources or functional equivalent for the **Company**.
- G. Defense Expenses** means that part of **Loss** approved by the **Insurer** consisting of reasonable and necessary:
1. legal fees,
 2. expert fees,
 3. electronic discovery and
 4. other expenses
- incurred by the **Insurer** or the **Insured**, with the **Insurer's** consent solely with respect to the investigation, defense, settlement and appeal of a **Claim**, including but not limited to premiums or fees required for any appeal, injunction, attachment or supersedeas bonds (without the obligation on the part of the **Insurer** to furnish such bonds) regarding such **Claim**. **Defense Expenses** does not include the salaries, wages, benefits, overhead, or other compensation paid or payable to or by any **Insured** or any **Employee** of such **Insured**.
- H. Employee** means, unless otherwise defined in any specific **Coverage Part**, a past, present or future natural person while he or she was, is, or will be acting solely in a capacity for and on behalf of the **Company**, and whose work is directed or controlled by the **Company**, including full-time, part-time, seasonal workers, temporary workers, interns, and volunteers. **Employee** also means leased workers, but only if the **Company** agrees in writing to indemnify such leased workers, and any coverage for such leased workers will be specifically excess of any indemnification or insurance otherwise available to such leased worker from the leasing organization, the leased worker's employer or any other source from which the leased worker was placed with the **Company**. **Employee** does not include, unless otherwise indicated in a **Coverage Part**, any director of the **Company** or any **Independent Contractor**.
- I. Equivalent Law** means, when referring to any statutory law any equivalently functioning United States federal, state and local statutory law, any amendments thereto and any rule or regulation promulgated thereunder, and any equivalently functioning foreign law.
- J. ERISA** means the Employee Retirement Income Security Act of 1974, (including the Consolidated Omnibus Budget Reconciliation Act of 1985) (COBRA), any amendments thereto or **Equivalent Law**.
- K. Extended Reporting Period** means the additional period of time purchased by an **Insured** after termination, cancellation, or non-renewal of this Policy, within which to report a **Claim** subject to the provisions of Section VI. **Extended Reporting Period** for **Section 1 and Section 3 Coverage Parts** only.
- L. Financial Insolvency** means the appointment by any federal or state official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise,



manage or liquidate a **Company**; or a **Company** becoming a debtor in possession under the United States bankruptcy law or equivalent foreign bankruptcy law.

- M. Independent Contractor** means a natural person who is not an **Employee** of but is retained by the **Company** to perform services for or on behalf of the **Company** for compensation pursuant to and in accordance with the terms of a contract or agreement and using his or her own general means and methods.
- N. Insured** means the **Company** and **Insured Persons**.
- O. Insured Person** means:
 1. those persons designated as such in each **Coverage Part**;
 2. with respect to **Section 1 Coverage Parts** only the heirs, executors, administrators, assigns and legal representatives of each such **Insured Person** in the event of his or her death, incapacity or incompetency, but only for the conduct of the **Insured Person**; or
 3. the spouse or domestic partner of the **Insured Person**, but only as to the conduct of the **Insured Person** or due to legal ownership of property identified as potential recovery relief.
- P. Insurer** means the entity issuing this Policy as set forth in the Declarations to this Policy.
- Q. Loss** will have the meaning defined as such in each **Coverage Part**.
- R. Named Insured** means the entity named in ITEM I. in the Declarations to this Policy.
- S. Nuclear Materials** means any nuclear or radioactive substance or hazardous properties resulting from any nuclear reaction, nuclear radiation or radioactive contamination or source and of any type or kind.
- T. Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM II. of the Declarations to this Policy, or any earlier or later termination or cancellation date established pursuant to the terms of this Policy.
- U. Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipality or locality counterpart thereof. **Pollutants** also means any solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, molds, spores, fungi, bacteria, virus, organic pathogen, germs, chemicals and waste materials (including materials to be recycled, reconditioned or reclaimed). **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil product, medical waste, human or animal waste, infectious waste, asbestos or asbestos product, lead or lead product, noise, light, electric, magnetic or electromagnetic field and **Nuclear Materials**.
- V. Related Claims** mean all **Claims** that are based upon, arise from, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, or **Wrongful Acts**.



- W. Section 1 Coverage Parts** means the **Coverage Parts** set forth in ITEM VI. of the Declarations to this Policy.
- X. Section 2 Coverage Parts** means the **Coverage Parts** set forth in ITEM VI. of the Declarations to this Policy.
- Y. Section 3 Coverage Parts** means the **Coverage Parts** set forth in ITEM VI. of the Declarations to this Policy.
- Z. Subsidiary** means:
1. any entity with more than fifty percent (50%) of the outstanding securities, shares or equity ownership representing the right to control an entity as evidenced by the present right to elect, designate or appoint the majority directors, trustees, managers, members of the Board of Managers or equivalent positions which is owned, or controlled, by the **Named Insured**, directly or through one or more **Subsidiaries**;
 2. any entity which the **Named Insured** has the present right, pursuant to written contract or the bylaws, charter, operating agreement or similar documents of such entity, to elect, designate or appoint the majority of the board of directors and maintain sole control of the management and operation of such entity;
 3. any charitable trust or charitable foundation while such entity is controlled by the **Named Insured**;
 4. any not for profit entity with the present right to elect, designate or appoint the majority directors, trustees, managers, members of the Board of Managers or equivalent positions of an entity which is owned, or controlled, by the **Named Insured**, directly or through one or more **Subsidiaries**; or
 5. any organization added by endorsement specifically identified as a **Subsidiary**.
- AA. Wrongful Act** means, with respect to any **Section 1 Coverage Part**, what is defined as such in each **Coverage Part**.

III. LIMITS OF LIABILITY, SHARED LIMITS, SUBLIMITS OF LIABILITY, AND RETENTIONS

A. AGGREGATE LIMITS OF LIABILITY

1. The Aggregate Limit of Liability for each **Coverage Part**, as set forth in the Declarations to each **Coverage Part** of this Policy, is the maximum total amount the **Insurer** will be obligated to pay for all amounts payable under each such **Coverage Part**.
2. The Aggregate Limit of Liability for all **Section 1 Coverage Parts**, as set forth in ITEM VI. of the Declarations to this Policy, is the maximum total amount the **Insurer** will be obligated to pay for all amounts payable under all **Section 1 Coverage Parts**.
3. The payment by the **Insurer** of any amounts under any of the **Coverage Parts** will, unless otherwise specified, reduce the applicable Limits of Liability.



B. SHARED LIMITS OF LIABILITY

If the Aggregate Limit(s) of Liability for more than one **Section 1 Coverage Part** is selected to be a Shared Limit in ITEM VI. of the Declarations to this Policy, then with respect to such Shared **Section 1 Coverage Parts**:

1. the largest Aggregate Limit of Liability of any Shared **Section 1 Coverage Part** is the **Insurer's** maximum Limit of Liability available for all **Claims, Losses**, or other covered events under all such Shared Section 1 Coverage Parts, combined ("Shared Aggregate Limit of Liability"); provided, however, that any **Loss**, or other amounts paid under each **Coverage Part** will not exceed the Aggregate Limit of Liability set forth in ITEM VI. of the Declarations for such **Coverage Part**.
2. The Shared Aggregate Limit of Liability will be part of and not in addition to the Aggregate Limit of Liability for all **Section 1 Coverage Parts** as set forth in ITEM VI. of the Declarations.

C. LIABILITY UNDER MULTIPLE COVERAGE PARTS

1. Notwithstanding Section III.B. above, if the **Insurer** provides coverage in whole or in part for a **Claim, Loss**, or other covered event under more than one **Coverage Part**, then the largest Limit of Liability of any applicable **Coverage Part** is the **Insurer's** maximum Limit of Liability available for such covered **Claim, Loss** or other covered event; provided, however, that any **Loss**, or other amounts paid under each **Coverage Part** will not exceed the Aggregate Limit of Liability set forth in ITEM VI. of the Declarations for such **Coverage Part**.
2. In the event of any **Loss** covered under more than one **Coverage Part**, such **Loss** will be first covered under the Cyber **Coverage Part**, if applicable, subject to its terms, conditions and limitations. After the Cyber **Coverage Part's** applicable Limit of Liability is exhausted, any further **Loss** will then be covered under the Employment Practices Liability **Coverage Part**, if applicable, subject to its terms, conditions and limitations. After the Employment Practices Liability **Coverage Part's** applicable Limit of Liability is exhausted, any **Loss** otherwise covered under any other applicable **Coverage Part** which is not paid under the Cyber or Employment Practices Liability **Coverage Parts** will be covered under such other **Coverage Part**, subject to the terms, conditions and limitations of such **Coverage Part**.
3. Any payments made under the applicable **Coverage Part** will reduce the Aggregate Limit of Liability for that **Coverage Part** and the Aggregate Limit of Liability for the **Section 1 Coverage Parts**.

D. SUBLIMITS

Except as otherwise specified, any Sublimit of Liability set forth in any **Coverage Part** or by endorsement to this Policy will be part of, and not in addition to, the respective Aggregate Limit of Liability for that **Coverage Part**. Payment under any Sublimit of Liability will reduce the Aggregate Limit of Liability for the applicable Coverage Part, the Aggregate Limit of Liability for the **Section Coverage Parts**, and the Aggregate Limit of Liability for all **Coverage Parts**. No Retention will apply to any amount which is subject to a Sublimit of Liability, unless otherwise specifically indicated in the Declarations, the Policy and any endorsements thereto.



E. RETENTION

Any Retention applicable to any **Coverage Part** will apply as set forth in each **Coverage Part** and in the amount(s) stated in the Declarations of each **Coverage Part**. If different parts of a single **Claim** are subject to different Retentions, then the applicable Retentions applied to the total amount of **Loss** will not exceed the largest applicable Retention.

No Retention will apply to any **Loss** incurred by an **Insured Person** if such **Loss** cannot be indemnified by a **Company** because such **Company** is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is unable to do so by reason of **Financial Impairment**.

The **Insurer's** liability will only apply to that part of each **Loss** which is in excess of the applicable Retention or **Waiting Period**, which Retention will be uninsured and borne by the **Named Insured**.

IV. NOTICE AND REPORTING

A. With respect to any **Section 1 and Section 3 Coverage Part**, unless otherwise specified in a **Coverage Part**:

1. Notice of Claim: The **Insureds** will give to the **Insurer** written notice of any **Claim** made against an **Insured** as soon as practicable after a **Decisional Officer** of the **Company** first learns of such **Claim**, but in no event later than (a) ninety (90) days after expiration of the **Policy Period**, or (b) the expiration date of the **Extended Reporting Period**, if exercised. The failure of the **Insureds** to provide notice of a **Claim** as required by this Section IV.A. will not constitute a coverage defense with respect to such **Claim** unless the **Insurer** establishes it was prejudiced by such failure.
2. Notice of Circumstances: If during the **Policy Period** the **Insured** first becomes aware of circumstances that could give rise to a **Claim** against the **Insured** and gives written notice of such circumstances to the **Insurer** during the **Policy Period**, any **Claims** subsequently arising from such circumstances will be deemed to have been first made against the **Insured** at the time the circumstance was reported to the **Insurer** during the **Policy Period**. However, any later **Claim** will only be deemed as first made at the time of the report of the circumstance, if the written notice to the **Insurer** sufficiently contains a full description of the circumstance, the nature of the specific conduct giving rise to the circumstance, the **Insureds** involved, the identity of the potential claimants, the nature of the relief which might be sought, and how the **Insured** first became aware of the circumstance. Except as otherwise provided in the Directors and Officers Liability **Coverage Part**, no coverage is afforded under any **Section 1 or Section 3 Coverage Parts** for any amounts incurred in connection with such circumstances prior to the time a **Claim** is actually made against the **Insured** and reported to the **Insurer** unless otherwise specified in a **Coverage Part**.

B. With respect to any **Section 2 Coverage Part**, as a condition precedent to their rights under such **Coverage Part**, the **Insureds** will give to the **Insurer** written notice of any covered conduct or event pursuant to the applicable notice provision in such **Section 2 Coverage Part**.

C. Except as otherwise provided in this Policy, all notices under any provision of this Policy will be in writing and given by prepaid express courier, certified mail, or email properly addressed to the appropriate party as set forth below in this Section.



- D. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in ITEM I. of the Declarations.
- E. Notice to the **Insurer** will be given to the address shown in ITEM IV. of the Declarations.
- F. Notice given as described above will be deemed to be received and effective upon receipt thereof by the addressee or in the case of courier, one day following the date such notice is sent, subject to sufficient proof of transmittal.

V. RELATED CLAIMS

With respect to the **Section 1 Coverage Parts**, all **Related Claims** shall be deemed a single **Claim** made on the date in which the earliest of such **Related Claims** was either first made or deemed to have been first made. The **Insurer** shall not be liable for **Loss** on account of any **Related Claim** first made or deemed to have been first made prior to the **Policy Period**.

VI. EXTENDED REPORTING PERIOD

With respect to the **Section 1 and Section 3 Coverage Parts**, unless otherwise specified in a **Coverage Part**:

- A. If this Policy is terminated, cancelled or non-renewed for a reason other than for failure to pay premium, or a **Change in Control** ("Termination of Coverage"), then an **Insured** will have the right to purchase an **Extended Reporting Period** for the Additional Period and Additional Premium set forth in ITEM III. of the Declarations to this Policy.
- B. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal will not constitute refusal to renew. This right to purchase an **Extended Reporting Period** will lapse unless written notice of election to purchase the **Extended Reporting Period**, together with payment of the applicable Additional Premium, is received by the **Company** within sixty (60) days after the effective date of the Termination of Coverage.
- C. If an **Extended Reporting Period** is purchased, then coverage otherwise afforded by this Policy will be extended to apply to **Claims**: (1) first made during such **Extended Reporting Period**, but only for **Wrongful Acts** that took place prior to the effective date of such Termination of Coverage; and (2) reported to the **Insurer** pursuant to Section IV. Notice and Reporting of this General Terms and Conditions. Any **Claim** meeting these criteria will be deemed to have been first made during the **Policy Period** immediately preceding the **Extended Reporting Period**.
- D. The entire premium for the **Extended Reporting Period** will be deemed fully earned at the inception of such **Extended Reporting Period**.
- E. The Aggregate Limit of Liability for the **Extended Reporting Period** is part of and not in addition to any maximum Aggregate Limit of Liability for the **Policy Period** immediately preceding the **Extended Reporting Period**. All other Limits, Sublimits and Aggregate Limits applicable to the **Coverage Parts** remain unchanged and apply to **Loss** as a result of all **Claims** first made during the **Policy Period** immediately preceding the **Extended Reporting Period** and during the **Extended Reporting Period**.
- F. In the event of a Termination of Coverage and upon request from an **Insured**, the **Insurer** will, in its sole discretion, provide a quote for Additional Periods other than as set forth in ITEM III., **Extended**



Reporting Period, of the Declarations to this Policy. Any such additional quote offered will be subject to such Additional Premium as the **Insurer** may require.

VII. DEFENSE

For **Section 1 Coverage Parts** as indicated in ITEM VI. of the Declarations to this Policy for each **Coverage Part**:

- A. where the **Insured** has selected that the **Insurer** has the Duty to Defend any **Claim**, even if the allegations are groundless, false or fraudulent, the **Insurer** will have the right to select defense counsel with respect to such **Claim**; provided, that the **Insurer** will not be obligated to defend or to continue to defend any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Loss**; or
- B. where the **Insured** has selected the Non-Duty to Defend option, the **Insured** will self-defend any **Claims** against the **Insured**, unless otherwise specified in a **Coverage Part**. The **Insured** will have the obligation to proceed with defense and pay all **Defense Expenses** incurred.

VIII. ALLOCATION

- A. For any **Claim** under each **Coverage Part**, for which the **Insured** has elected the **Insurer** to have the Duty to Defend a **Claim**, that incurs covered **Loss** and uncovered **Loss** because such **Claim** includes covered and uncovered parties, or covered and uncovered matters, then the following will apply:
 - 1. one hundred percent (100%) of **Defense Expenses** incurred by such **Insured** will be considered covered **Loss**; and
 - 2. with respect to any **Loss** other than **Defense Expenses**, the **Insurer** will use its best efforts to determine an allocation between covered **Loss** and uncovered **Loss** based on the relative legal and financial exposures of the parties to such matters.
- B. For any **Claim** under each **Coverage Part** for which the **Insured** has elected Non-Duty to Defend option the **Insurer** will use its best efforts to determine an allocation between covered **Loss** and uncovered **Loss** based on the relative legal and financial exposures of the parties to such matters.
 - 1. Solely with respect to Non-Duty to Defend option, upon written request, the **Insurer** will advance **Defense Expenses** with respect to such **Claim** on a current basis after receipt by the **Insurer** of bills detailing such **Defense Expenses** and all other information requested by the **Insurer** until the Aggregate Limit of Liability for the applicable **Coverage Part** set forth in ITEM VI. of the Declarations has been exhausted. If there is no agreement on an allocation of such **Defense Expenses** pursuant to Section VIII. Allocation, the **Insurer** will advance such **Defense Expenses** which the **Insurer** believes to be covered until a different allocation is negotiated, arbitrated or judicially determined. If it is later determined that the **Insureds** were not entitled to coverage under this Policy for the **Claim**, or any part of the **Claim** for which **Defense Expenses** were paid by the **Insurer**, each of the **Insureds** will repay to the **Insurer** those amounts paid by the **Insurer** for, or on behalf of, such **Insured** for **Defense Expenses** for the uncovered part of the **Claim**.
 - 2. The **Insured** must obtain the approval of the **Insurer** as to the retention of defense counsel and the **Insurer** will have the right to effectively associate with defense counsel as to the defense of any **Claim**.



IX. COOPERATION AND CONSENT

- A. The **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation which the **Insurer** may reasonably require or request.
- B. The **Insured** will not agree to any settlement, stipulate to any judgment, incur any **Defense Expenses**, admit any liability, or assume any contractual obligation as to any **Claim**, without the **Insurer's** prior written consent, such consent not to be unreasonably withheld, provided that, unless otherwise stated in a particular **Section 1 Coverage Part**, the **Insured** may settle any **Claim**, without the **Insurer's** prior written consent, where the amount of such settlement, including **Defense Expenses**, does not exceed the applicable Retention.
- C. The **Insured** will not do anything that could prejudice the **Insurer's** position or its potential or actual rights of recovery.
- D. The **Insurer** has the right to investigate, conduct negotiations and, with the **Insured's** written consent settle a **Claim**.
- E. The **Insurer** will have the right, but will not be obligated to appeal any decision, judgment, award, adjudication, or determination with respect to any **Claim** covered in whole or in part by this Policy. If the **Insurer** decides to proceed with such appeal, the expense of appealing such judgment will be a part of **Defense Expenses**. If the **Insurer** does not decide to proceed with or consent to such appeal, the expense of the appeal will not be covered under the Policy and will be borne solely by the **Insured**.

X. OTHER INSURANCE

Solely with respect to any **Section 1 Coverage Part**, if any **Loss** resulting from any **Claim** is insured by any other valid and collectible insurance, including self-insurance, then this Policy will apply only as excess of the amounts of any deductibles, retentions and limits of liability of such other insurance or self-insurance, whether such other insurance or self-insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy.

XI. CHANGES IN EXPOSURE

A. Acquisition of Another Entity

If before or during the **Policy Period** a **Company** acquires voting rights in another entity such that the acquired entity becomes a **Subsidiary**, then coverage will be provided for such **Subsidiary** and its **Insureds** with respect to any:

1. **Section 1 Coverage Part**, solely for **Claims** for **Wrongful Acts** occurring after such acquisition; or
2. **Section 2 Coverage Part**, solely after the effective date of such acquisition subject to the Liability for Prior Losses section of such **Section 2 Coverage Part**.

B. Cessation of Subsidiaries

If before or during the **Policy Period** any **Company** ceases to be a **Subsidiary**, then with respect to any:



1. **Section 1 Coverage Part**, coverage for such **Subsidiary** and its **Insureds** will continue until termination of this Policy in accordance with Section XI.C. **Change of Control**, or Section XIII. Termination of Policy, whichever occurs first, but only for **Claims** for **Wrongful Acts** occurring while such **Company** was a **Subsidiary**; or
2. **Section 2 Coverage Part**, such **Subsidiary** and its **Insureds** will cease to be **Insureds** as of the effective date of such cessation and coverage under this Policy will apply as provided in such **Section 2 Coverage Part**.

C. Change of Control

With respect to any **Section 1 Coverage Part**:

In the event of a **Change of Control** of the **Named Insured** during the **Policy Period**:

1. any **Section 1 Coverage Part** will remain in force until the expiration of the **Policy Period**, but only for any **Claim** for a **Wrongful Act** which occurs prior to such **Change of Control**; provided that the **Extended Reporting Provision** in Section VI. will not apply to a **Change of Control**.
2. the entire premium for this Policy will be deemed fully earned as of the effective date of such **Change of Control**; and

If the **Named Insured** notifies the **Insurer** in writing at least sixty (60) days prior to the **Change of Control**, the **Named Insured** will be entitled to receive a quote for an extension of the **Section 1 Coverage Part** ("Run-Off Coverage") solely for **Claims** for **Wrongful Acts** which occurred prior to a **Change in Control**. Coverage offered pursuant to such quote will be subject to additional or different terms and conditions and payment of additional premium.

XII. SUBROGATION

- A. In the event of any payment under this Policy, the **Insurer** will be subrogated to the extent of such payment to all of the **Insureds'** rights of recovery, the **Insureds** will take all reasonable actions to secure and preserve the **Insurer's** subrogation rights and the **Insureds** will not impair such rights.
- B. In no event will the **Insurer** exercise any subrogation right against an **Insured Person** acting within his or her capacity. In any subrogation action against a **Company**, it is agreed that each **Company** agrees to fulfill any indemnification obligations to the fullest extent permitted by law and any contract or agreement providing an indemnification obligation exceeding any such law.

Any amounts recovered by the **Insurer** pursuant to subrogation, contractual indemnity or any other forms of recoupment, less costs expended for the recovery, will be applied to and will replenish the available limit of liability of the applicable **Coverage Part** in the amount of such recovery.

XIII. TERMINATION OF POLICY

This Policy will terminate only at the earliest of the following events:



- A. upon receipt by the **Insurer** of written notice of termination from the **Named Insured**, provided that this Policy may not be terminated by the **Named Insured** after the effective date of any event described in Section IX.C. **Change of Control**;
- B. upon expiration of the **Policy Period** set forth in ITEM II. of the Declarations;
- C. twenty (20) days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** based upon nonpayment of premium, unless the premium is paid within such twenty (20) day period; or
- D. at such other time as may be agreed upon by the **Insurer** and the **Named Insured**.

The **Insurer** will refund any unearned premium computed pro-rata if this Policy is terminated.

XIV. REPRESENTATIONS, SEVERABILITY, AND NON-RESCINDABILITY

- A. In granting coverage to the **Insureds** under this Policy, the **Insurer** has relied upon the declarations and statements in the **Application** for this Policy. Such declarations and statements are the basis of the coverage under this Policy and will be considered as incorporated into and constituting a part of this Policy.
- B. The **Application** for coverage will be construed as a separate **Application** for coverage by each **Insured Person**. With respect to the declarations and statements in such **Application**, no knowledge possessed by an **Insured Person** will be imputed to any other **Insured Person**.
- C. With regard to the **Section 1** and **Section 3 Coverage Parts** and notwithstanding Section XIV.A. above, in the event the **Application** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the **Insurer** under this Policy, no coverage will be afforded for **Loss** in connection with any **Claim**:
 - 1. against an **Insured Person** based upon or arising from such misrepresentations or omissions if that **Insured Person** as of the effective date of the **Application** had actual knowledge of such misrepresentations or omissions; or
 - 2. against any **Company** if the **Named Insured's** past or present Chief Executive Officer, Chief Financial Officer or such functionally equivalent positions of the **Named Insured** had actual knowledge of such misrepresentations or omissions as of the effective date of the **Application**, whether or not such individual knew such **Application** contained such misrepresentations.
- D. With regards to the Crime coverage part and notwithstanding Section XIV.A. above, in the event the **Application** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the **Insurer** under this Policy, no coverage will be afforded for loss of or damage to **Money, Securities** or **Property**.
- E. The **Insurer** will not be entitled under any circumstances to void or rescind this Policy with respect to any **Insured**.



XV. BANKRUPTCY

Bankruptcy or **Financial Insolvency** of an **Insured** will not relieve the **Insurer** of its obligations nor deprive the **Company** of its rights or defenses under this Policy.

XVI. ACTION AGAINST THE INSURER

No action may be instituted against the **Insurer** unless, as a condition precedent thereto, there will have been full compliance by the **Insured** with all the terms of this Policy. No person or entity will have any right under this Policy to join or implead the **Insurer** as a party to any action against any **Insured** to determine such **Insured's** liability.

XVII. ROLE OF NAMED INSURED

By acceptance of this Policy, the **Named Insured** agrees that it will be considered the sole agent of, and will act on behalf of, each **Insured** with respect to:

- A.** the payment of premiums and the receiving of any return premiums;
- B.** the negotiation, agreement to and acceptance of endorsements; and
- C.** the giving or receiving of any notice provided for in this Policy.

Each **Insured** agrees that the **Named Insured** will act on his, her or its behalf with respect to all such matters.

XVIII. STATE AMENDATORY INCONSISTENCY STATEMENT

In the event that there is an inconsistency between the terms and conditions of this Policy and any state amendatory endorsement, where permitted by law, the **Insurer** will apply the terms and conditions that are most favorable for the **Insured**.

XIX. ALTERATION AND ASSIGNMENT

Any change in or modification of this Policy or assignment of interest under this Policy must be agreed to in writing by the **Insurer**.

XX. TERRITORY AND VALUATION

Coverage will apply worldwide. This Policy does not provide coverage for any **Insured**, transaction, that part of **Loss**, or other similar cost or expense that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

All premiums, limits, retentions, **Loss**, and other amounts under this Policy are expressed and payable in the currency of the United States of America. If any element of **Loss** under this Policy is stated in a currency other than United States of America dollars, payment under this Policy will be made in United States of America dollars at the exchange rate published in *The Wall Street Journal* on the date the element of **Loss** is due.



XXI. ENTIRE AGREEMENT

By acceptance of this Policy, the **Insureds** and the **Insurer** agree that this Policy, including the **Application** and any written amendments and endorsements attached hereto, constitute the entire agreement between the parties. References in this Policy, including any amendments or endorsements hereto, apply only to the extent that the **Insured** has purchased the relevant coverages, as indicated by a Limit or Sublimit set forth on the Declarations, or by endorsement to this Policy.





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PURSUANT TO THE DEFINITIONS SET OUT IN THIS POLICY, WORDS AND PHRASES IN BOLD HAVE SPECIAL MEANING. THE DESCRIPTIONS IN THE HEADINGS AND SUBHEADINGS OF THIS POLICY ARE SOLELY FOR CONVENIENCE AND DO NOT CONSTITUTE A PART OF THE TERMS AND CONDITIONS OF COVERAGE.

THIS POLICY APPLIES TO LOSS FIRST DISCOVERED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD.

In consideration of payment of the premium and subject to the Declarations, the General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Policy and this Coverage Part, the Insurer and the Insureds agree as follows:

I. INSURING CLAUSES

Coverage is provided only for the Insuring Clauses below that are selected by the **Company** in Item VI.F. of the Declarations and applies only to loss first **Discovered** during the **Policy Period** and reported to the **Insurer** in accordance with Section VI. Duties in the Event of Loss. If a coverage is not selected by the **Company**, the **Insurer** will not pay any amounts that would have otherwise been provided coverage under the unselected Insuring Clause.

A. INSURING CLAUSE (A): EMPLOYEE THEFT COVERAGE

Only if selected in ITEM VI.F. of the Declarations, the **Insurer** will pay the **Insured** for loss of or damage to **Money**, **Securities** or **Property** sustained by the **Insured** resulting directly from **Theft** or **Forgery** committed by an **Employee** while acting alone or in collusion with any **Third Party**.

B. INSURING CLAUSE (B): PREMISES COVERAGE

Only if selected in ITEM VI.F. of the Declarations, the **Insurer** will pay the **Insured** for direct loss sustained by the **Insured** resulting from:

1. **Robbery**, **Safe Burglary**, or unlawful taking of **Money** or **Securities** while within or on the immediate grounds of the **Premises** or **Banking Premises** committed by a **Third Party**;
2. actual destruction or disappearance of **Money** or **Securities** while within or on the immediate grounds of the **Premises** or **Banking Premises**;
3. loss of or damage to **Property** which results directly from **Robbery** or attempted **Robbery** within the **Premises**;
4. loss of or damage to **Property** contained within any locked vault or safe which results directly from **Safe Burglary** or attempted **Safe Burglary** within the **Premises**;
5. damage to a locked safe, cash drawer, cash box or cash register within the **Premises** by felonious entry or attempted felonious entry or loss by felonious abstraction of such container from within the **Premises**; or
6. damage to the **Premises** or to its exterior resulting directly from **Safe Burglary** or **Robbery**, but only if you are the owner of the **Premises** or are liable for the damage, committed by a **Third Party**.



C. INSURING CLAUSE (C): IN TRANSIT COVERAGE

Only if selected in ITEM VI.F. of the Declarations, the **Insurer** will pay the **Insured** for direct loss sustained by the **Insured** resulting from:

1. **Robbery** or unlawful taking of **Money** or **Securities** committed by a **Third Party** while **In Transit** or while temporarily within the home of an **Employee** of a **Company**;
2. actual destruction or disappearance of **Money** or **Securities** while **In Transit** or while temporarily within the home of an **Employee** of a **Company**;
3. damage to **Property** which results directly from **Robbery** while **In Transit**; or
4. loss by the unlawful taking of **Property** temporarily within the home of an **Employee** of a **Company**, committed by a **Third Party**.

D. INSURING CLAUSE (D): FORGERY COVERAGE

Only if selected in ITEM VI.F. of the Declarations, the **Insurer** will pay the **Insured** for direct loss sustained by the **Insured** resulting directly from **Forgery** or alteration of a **Financial Instrument** committed by a **Third Party**.

E. INSURING CLAUSE (E): COMPUTER FRAUD COVERAGE

Only if selected in ITEM VI.F. of the Declarations, the **Insurer** will pay the **Insured** for direct loss of **Money**, **Securities** or **Property** sustained by a **Company** resulting directly from **Computer Fraud** committed by a **Third Party**.

F. INSURING CLAUSE (F): FUNDS TRANSFER FRAUD COVERAGE

Only if selected in ITEM VI.F. of the Declarations, the **Insurer** will pay the **Insured** for direct loss of **Money** or **Securities** sustained the **Insured** resulting directly from **Funds Transfer Fraud** committed by a **Third Party**.

G. INSURING CLAUSE (G): MONEY ORDERS AND COUNTERFEIT CURRENCY FRAUD COVERAGE

Only if selected in ITEM VI.F. of the Declarations, the **Insurer** will pay the **Insured** for direct loss sustained by the **Insured** resulting directly from **Money Orders and Counterfeit Currency Fraud** committed by a **Third Party**.

H. INSURING CLAUSE (H): CREDIT CARD FRAUD COVERAGE

Only if selected in ITEM VI.F. of the Declarations, the **Insurer** will pay the **Insured** for direct loss sustained by the **Insured** resulting directly from **Credit Card Fraud** committed by a **Third Party**.

I. INSURING CLAUSE (I): CLIENT COVERAGE

Only if selected in ITEM VI.F. of the Declarations, the **Insurer** will pay the **Insured** for direct loss of **Money**, **Securities** or **Property** sustained by a **Client** resulting directly from **Theft** or **Forgery** committed by an **Employee** not in collusion with such **Client's** employees.



J. INSURING CLAUSE (J): SOCIAL ENGINEERING FRAUD COVERAGE

Only if selected in ITEM VI.F. of the Declarations, the **Insurer** will pay the **Insured** for direct loss of **Money** or **Securities** sustained by an **Insured** resulting directly from **Social Engineering Fraud** committed by a person purporting to be a **Vendor**, **Client**, or **Employee** who was authorized by the **Company** to instruct other **Employees** to transfer such **Money** or **Securities**, but which instructions were not actually made by such **Vendor**, **Client**, or **Employee**.

K. INSURING CLAUSE (K): EXPENSE COVERAGE

Only if selected in ITEM VI.F. of the Declarations, the **Insurer** shall pay the **Insured** for:

1. **Investigative Expenses** resulting directly from any direct loss under Insuring Clauses (A) Employee Theft Coverage, (B) Premises Coverage, (C) In Transit Coverage, (D) Forgery Coverage, (E) Computer Fraud Coverage, (F) Funds Transfer Fraud Coverage, (G) Money Orders and Counterfeit Currency Fraud Coverage, (H) Credit Card Fraud Coverage, or (I) Client Coverage; or
2. **Computer Violation Expenses** resulting from any direct loss under Insuring Clauses (A) Employee Theft Coverage, (E) Computer Fraud Coverage, or (I) Client Coverage,

and incurred by the **Insured** up to the amount set forth in ITEM VI.F. of the Declarations, but only if such covered direct loss is in excess of the Retention applicable to such covered loss. Such amount shall be part of and not in addition to the limit of liability applicable to such covered loss.

If not selected on ITEM VI.F. of the Declarations, the **Insurer** shall not pay the **Insured** for any expenses or loss described in this Section I.K.

II. DEFINITIONS

- A. **Banking Premises** means the interior portion of a building occupied by, or the night depository chute or safe maintained by, any bank, trust company or similar financial institution.
- B. **Client** means a customer of a **Company** to whom the **Company** provides goods or services under written contract or for a fee.
- C. **Computer Fraud** means the unlawful taking of **Money**, **Securities** or **Property** resulting directly from a **Computer Violation**, but does not include **Social Engineering Fraud**.
- D. **Computer System** means a device or group of devices and all input, output, processing, storage, off-line media libraries (including third-party hosted computing services accessed across the internet and their associated infrastructure, platform, and software services), and communication facilities, including related communications networks, which are connected directly or indirectly to such device or group of devices and which are leased, owned or operated by an **Insured** or operated for the benefit of an **Insured** by another entity under written agreement with such **Insured**.
- E. **Computer Violation** means the following unauthorized conduct, when directed solely against a **Company** and committed by a **Third Party**:
 1. fraudulent entry into or deletion of **Data** from a **Computer System**;



2. fraudulent change to **Data** elements or program logic of a **Computer System**, which is kept in machine readable format; or
3. fraudulent introduction of code, programmatic or otherwise, which propagate themselves through a **Computer System**.

F. Computer Violation Expenses means reasonable expenses, other than a **Company's** internal corporate costs (such as **Salary**), incurred by a **Company** with the **Insurer's** prior written consent to reproduce or duplicate damaged or destroyed electronic **Data** or computer programs. If such computer programs cannot be duplicated from other computer programs, then **Computer Violation Expenses** shall also include reasonable costs incurred for computer time, computer programmers, technical experts or consultants to restore the computer programs to substantially the same level of operational capability immediately preceding the covered direct loss. **Computer Violation Expenses** shall not include expenses incurred by any **Client**.

G. Credit Card Fraud means the **Forgery** or alteration of, on or in, any written instrument required in connection with any credit card issued to a **Company** or at the request of a **Company**, to any **Employee** of a **Company**.

H. Cryptocurrency means a digital or electronic medium of exchange, operating independently of a central bank, in which encryption techniques are used to regulate the generation of units and to verify the transfer of such units. Cryptocurrency also includes crypto-assets including all types of representations of value or claims in digital form that rely on the use of a method of distributed ledger technology.

I. Data means information contained in records, manuscripts, accounts, microfilms, tapes or other records, which are processed and stored in a **Computer System**.

J. Discovered or Discovery means when a **Decisional Officer** or head of or designated responsible person for human resources for a **Company** acquired knowledge that would lead a reasonable person to believe a covered loss has occurred or will occur, whether or not the amount or details of such loss are known. **Discovered** or **discovery** will not include knowledge acquired by a **Decisional Officer** or head of for human resources, or functional equivalent, for a **Company** who is a participant in any **Theft** or **Forgery**, whether acting alone or in collusion with an **Employee**.

K. Employee means:

1. a natural person, other than an **Executive**, while he or she is acting solely in a capacity for and on behalf of a **Company**, and whose work is directed or controlled by the **Company**, including full-time, part-time, seasonal, leased and temporary employees, interns and volunteers;
2. **Executive** while performing acts within the scope of the usual duties of an **Employee**;
3. **Independent Contractor**;
4. natural person fiduciary, trustee, administrator, employee as defined in paragraph 1 above or **Executive** of an **ERISA Plan**, and any other natural person, who any of which handle **ERISA Plan** assets and are required by **ERISA** to be bonded by the **Company** in connection with such **ERISA Plan**;



5. former or retired employee described in paragraph 1 above or **Executive** retained as a consultant to the **Company**, but only if the consulting agreement is evidenced by written contract; or
6. employee described in paragraph 1. or 2. above, while on medical, family or military leave with the consent of the **Company**.

L. ERISA Plan means any Employee Benefit Plan, Pension Benefit Plan or Welfare Benefit Plan, defined and required to be bonded under Title 1 of the Employee Retirement Income Security Act of 1974, as amended, and as amended by the Pension Protection Act of 2006, which is sponsored solely by a **Company**, or jointly by a **Company** and a labor organization, for the benefit of **Employees** and which existed on or before the inception of this Policy or which is created or acquired after the inception of this Policy, provided that the **ERISA Plan** does not include any multi-employer plan or multiple employer welfare arrangement.

M. Executive means any natural person who is, was or will be:

1. a duly elected or appointed director, officer, member of the Advisory Board, Board of Managers or equivalent positions incorporated in the United States of America;
2. in-house general counsel of a **Company** incorporated in the United States of America;
3. a holder of an equivalent position to those described in paragraphs 1. and 2. of the **Executive** definition above in a **Company** incorporated, formed or organized anywhere in the world.

N. Financial Instrument means checks, drafts or similar written promises, orders or directions to pay a sum certain in money, that are made, drawn by or drawn upon a **Company** or by anyone authorized to act on behalf of a **Company**, or that are purported to have been so made or drawn.

O. Forgery means the signing of another natural person's name with the intent to deceive, but does not mean a signature that includes, in whole or in part, one's own name, with or without authority, in any capacity for any purpose. Mechanically or electronically produced or reproduced signatures will be treated the same as hand-written signatures.

P. Funds Transfer Fraud means fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions (other than **Forgery**), purportedly issued by a **Company**, and issued directly to a financial institution by a **Third Party** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by such **Company** at such institution, without such **Company** knowledge or consent.

Funds Transfer Fraud does not include **Social Engineering Fraud**.

Q. Insured means any **Company** and any **Sponsored Plan**.

R. In Transit means **Money**, **Securities** or **Property** being conveyed outside the **Premises**, from one person or place to another, by an **Insured** within the custody of:

1. an **Employee**; or
2. an armored vehicle company duly authorized by such **Insured** to have custody of **Money** or **Securities**.



Such conveyance begins immediately upon receipt of **Money, Securities or Property** by any person or entity described in Subsection 1. or 2. above from such **Insured** and ceases immediately upon delivery to the designated recipient or its agent, provided that such conveyance will not cease while temporarily in the home of an **Employee** while **In Transit**.

- S. Investigative Expenses** means reasonable expenses, other than a **Company's** internal corporate costs (such as **Salary**), incurred by a **Company** with the **Insurer's** prior written consent to establish the existence and amount of covered loss. **Investigative Expenses** does not include expenses incurred by any **Client**.
- T. Money** means a medium of exchange in current use authorized or adopted by a domestic or foreign government as part of its currency, including, coin, bank notes with a face value and precious metals in bullion form. **Money** does not include **Securities** or **Cryptocurrency**.
- U. Money Orders and Counterfeit Currency Fraud** means the good faith acceptance by a **Company**:
 - 1. in exchange for merchandise, **Money** or services, of any post office or express money order, issued or purporting to have been issued by any post office, express company or financial institution, if such money order is not paid upon presentation; or
 - 2. in the regular course of business, of counterfeit paper currency.
- V. Non-ERISA Plan** means any employee benefit plan not subject to Title 1 of the Employee Retirement Income Security Act of 1974, as amended, and as amended by the Pension Protection Act of 2006, which is operated solely by a **Company**, or jointly by a **Company** and a labor organization, for the benefit of **Employees** and which existed on or before the inception of this **Policy** or which is created or acquired after the inception of this **Policy**, provided that **Non-ERISA Plan** shall not include any multi-employer plan.
- W. Owner** means any natural person or entity with any ownership interest in a **Company**.
- X. Premises** means the interior portion of a building occupied by a **Company** in conducting its business.
- Y. Property** means tangible property other than **Money** or **Securities** that has intrinsic value. **Property** does not include **Cryptocurrency**, computer programs, electronic data or any property specifically excluded under this Policy.
- Z. Robbery** means the unlawful taking of **Money, Securities or Property** from the custody of an **Employee, Executive** or other person (except a person acting as a watchman, porter or janitor) duly authorized by a **Company** to have custody of such **Money, Securities or Property**, by violence or threat of violence, committed in the presence and cognizance of such **Employee, Executive** or other person.
- AA. Safe Burglary** means the unlawful taking of **Money, Security or Property** by forcible or violent entry evidenced by visible marks, from a locked vault or safe located within the **Premises**. **Salary** means compensation a **Company** pays an **Employee**, including bonus, commission, incentive payments, and the cost of health, welfare and pension benefits.
- BB. Securities** means any negotiable and non-negotiable instruments representing either **Money** or **Property**, including revenue and other stamps in current use, casino chips, tokens and tickets, gift



certificates, gift cards, and similar instruments issued by an **Insured**, provided that **Securities** will not include **Money** or **Cryptocurrency**.

CC. Social Engineering Fraud means the intentional misleading of an **Employee** through the misrepresentation of a fact which is relied upon by an **Employee**, believing it to be genuine.

Social Engineering Fraud does not include **Computer Fraud**, **Computer Violation** or **Funds Transfer Fraud**.

DD. Sponsored Plan means any **ERISA Plan** and **Non-ERISA Plan** which is sponsored by a **Company**.

EE. Vendor means any entity or natural person that has provided goods or services to a **Company** under a legitimate pre-existing arrangement or written agreement. However, **Vendor** does not include any financial institution, asset manager, broker-dealer, armored motor vehicle company or any similar entity to any of the foregoing.

FF. Theft means the unlawful taking of **Money**, **Securities** or **Property** to the deprivation of:

1. an **Insured**, solely for purposes of Insuring Clause (A) Employee Theft Coverage, if selected; or
2. a **Client**, solely for purposes of Insuring Clause (I) Client Coverage, if selected.

GG. Third Party means a natural person other than an **Employee**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL INSURING CLAUSES

No coverage will be available for:

1. loss resulting from any authorized or unauthorized trading of **Cryptocurrency**, **Money**, **Securities** or **Property**, whether or not in the name of an **Insured** and whether or not in a genuine or fictitious account, provided this Exclusion III.A.1. will not apply to direct losses caused by **Theft** or **Forgery**, committed by an **Employee**, which result in improper financial gain to such **Employee**.
2. loss or damage resulting from seizure or destruction of **Cryptocurrency**, **Money**, **Securities** or **Property** by order of governmental authority.
3. fees, costs, fines, penalties or any other expenses or liabilities incurred by an **Insured** which result, directly or indirectly, from the access to or disclosure of an **Insured's** or another entity's or person's confidential or personal information, including but 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 similar type of non-public information.
4. loss resulting directly or indirectly from the disclosure of confidential or personal information while in the care, custody or control of an **Insured**, whether such confidential information is the **Insured's** or others; including but 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 similar type of non-public information.



5. loss or damage resulting from any fraudulent, dishonest or criminal act committed by an **Owner** of a **Company**, whether acting alone or in collusion with any **Third Party**.
6. loss or damage resulting from any **Insureds** intentional concealment or misrepresentation of a material fact concerning:
 - a. this Policy;
 - b. the **Money**, **Securities** or **Property** covered under this Policy; or
 - c. any **Claim** under this Policy.
7. loss or damage that an **Insured Discovered** prior to the inception of this Policy.
8. loss or damage due to declared or undeclared war, civil war, insurrection, rebellion, revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization, or any act or condition incident to any of the foregoing.
9. loss or damage based upon, arising from or in consequence of any actual, or threat of, discharge, emission, release, dispersal, escape of, or treatment, removal or disposal of any **Pollutants**, including any regulation, order, direction, or request to test, monitor, clean up, remove contain, treat or detoxify or neutralize any **Pollutants**.
10. income not realized, whether or not as the result of a covered loss under this Policy;
11. indirect or consequential loss or damage of any kind;
12. fees, costs or expenses incurred or paid:
 - a. as a result of the reconstitution of **Data** if a **Company** knowingly used illegal copies of programs;
 - b. to render **Data** usable by replacement processing equipment;
 - c. to design, update or improve software or programs or to perfect their operation or performance; or
 - d. as a result of an alteration in **Data** held on magnetic media due to the effect of magnetic fields, their incorrect use or the obsolescence of the computer or its facilities.
13. loss or damage resulting from fire, except loss of **Money** or **Securities**, or damage to any safe or vault in a **Safe Burglary**.
14. fees, costs or expenses incurred or paid in defending or prosecuting any legal proceeding or claim; provided that this Exclusion III.A.14. will not apply to the coverage provided, if selected in ITEM VI.F. of the Declarations, under Section V. Legal Expenses Extension Under Insuring Clause (D) and Insuring Clause (H).
15. loss sustained by one **Insured** to the advantage of any other **Insured**.
16. loss of **Cryptocurrency**



17. loss of or damage to **Money, Securities or Property** while in the custody of any bank, trust company, similar recognized place of safe deposit, armored motor vehicle company or any person who is duly authorized by a **Company** to have custody of such **Money, Securities or Property**; provided that this Exclusion III.A.17. will not apply to the extent that coverage under this **Coverage Part** is excess of the amount recovered or received by such **Company** under:
 - a. such **Company's** contract, if any, with, or insurance carried by, any of the foregoing; or
 - b. any other insurance or indemnity in force which would cover the loss in whole or in part.
18. loss resulting directly or indirectly from any fraudulent, dishonest or criminal act (other than **Robbery or Safe Burglary**) committed by any authorized representative of an **Insured**, whether acting alone or in collusion with others, unless committed in collusion with an **Employee**.
19. loss or damage as a result of kidnap, ransom or other extortion payment, other than **Robbery**, surrendered under threat of bodily harm to a person, or threat to do damage to any **Property** or disclose confidential or personal information of any person or **Insured**, except when covered under Insuring Clause (A).
19. loss resulting directly or indirectly from an Insured having given or surrendered **Cryptocurrency, Money, Securities or Property** in exchange or purchase with a **Third Party**, not in collusion with an **Employee**.

B. ADDITIONAL EXCLUSIONS

In addition to the Exclusions in Section III.A. above, no coverage will be available under:

1. Insuring Clause (A) Employee Theft Coverage or Insuring Clause (I) Client Coverage for:
 - a. any loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:
 - i. an inventory computation or physical count; or
 - ii. a profit or loss computation;

provided that where the **Insured** establishes wholly apart from such computations that the **Insureds** have sustained a loss covered under Insuring Clause (A), then the Insured may offer a **Client's** or its own inventory records and an actual physical count of inventory in support of the amount of loss claimed.
 - b. loss caused by any broker, factor, commission merchant, consignee, contractor, other than an **Independent Contractor**, or other agent or representative of the same general character; or
 - c. loss caused by an **Employee** which is sustained by an **Insured**:
 - i. after a **Decisional Officer** or head of or designated responsible person for human resources for a **Company** becomes aware of a **Theft, Forgery**, or other fraudulent, dishonest or criminal act which is valued at one thousand dollars (\$1,000) or more, committed by such **Employee** while employed with or in the service of an **Insured**.



- ii. after a **Decisional Officer** or head of or designated responsible person for human resources for a **Company** becomes aware of a **Theft, Forgery** or other fraudulent, dishonest or criminal act, involving **Money, Securities**, or other **Property** which is valued at five thousand dollars (\$5,000) or more, committed by such **Employee** prior to employment or service with an **Insured**; or more than ninety (90) days following the termination of such **Employee**.
2. Insuring Clause (B) Premises Coverage or Insuring Clause (C) In Transit Coverage for:
 - a. loss or damage due to **Forgery, Computer Fraud, Funds Transfer Fraud, Money Orders and Counterfeit Currency Fraud** or **Credit Card Fraud**;
 - b. loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them;
 - c. resulting from accounting or arithmetical errors or omissions; or
 - d. loss of or damage to **Money, Securities** or **Property** while in the mail or in the custody of a carrier for hire other than an armored motor vehicle company.
3. Insuring Clause (D) Forgery Coverage for loss due to **Forgery** or alteration of:
 - a. any **Financial Instrument** committed by any **Third Party** in collusion with any **Employee**; or
 - b. any registered or coupon obligations issued or purported to have been issued by a **Company**, or any coupons whether attached or detached.
4. Insuring Clause (H) Credit Card Fraud Coverage for loss caused by any **Forgery** or alteration of, on or in any written instrument, provided that this Exclusion III.B.4. will not apply if:
 - a. the provisions, conditions and other terms under which the involved credit card was issued were fully complied with; and
 - b. a **Company** is legally liable to the issuer of such credit card for such loss.
5. Insuring Clause (J) Social Engineering Fraud for:
 - a. loss or damage due to **Theft, Robbery** or **Safe Burglary** by an **Employee, Forgery, Computer Fraud, Funds Transfer Fraud, Money Orders and Counterfeit Currency Fraud** or **Credit Card Fraud**;
 - b. loss of or damage to **Money** or **Securities** while in the mail or in the custody of any carrier for hire, including any armored motor vehicle company;
 - c. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
 - d. loss due to the failure, malfunction, inadequacy or illegitimacy of, or any misrepresentations or warranty regarding, any product or service;
 - e. loss due to the failure of any party to perform, in whole or in part, under any contract;



- f. loss due to the extension of any loan, credit or similar promise to pay;
- g. loss due to any gambling, game of chance, lottery or similar game;
- h. loss of or damage to any **Property**;
- i. loss due to any party's use of or acceptance of any credit card, debit card or similar instrument, whether or not genuine; or
- j. loss due to having acquired any **Property** from a seller who did not have a legal title.

C. LOSS DISCOVERED

In addition to the Exclusions in Sections III.A. and III.B. above, no coverage will be available for:

- 1. loss unless sustained by any **Insured** and **Discovered** prior to the termination of this **Coverage Part** as to such **Insured**;
- 2. loss unless sustained by any **Insured** and **Discovered** prior to the termination of any Insuring Clause or any particular coverage offered under any Insuring Clause;
- 3. loss unless sustained by any **Insured** and **Discovered** prior to the termination of this **Coverage Part** in its entirety;
- 4. loss unless sustained by any **Insured** prior to the termination of this **Coverage Part** and **Discovered** within one (1) year following such termination if the termination results from the voluntary liquidation or voluntary dissolution of the **Company**; or
- 5. any loss by any **Insured** that an **Insured** is aware of prior to the inception date of this Policy,

provided that no coverage will be available under this **Coverage Part** at the inception date of any other insurance policy replacing the coverage provided under this **Coverage Part**, regardless of whether the replacement insurance policy provides coverage for such loss.

IV. ERISA PLAN EXTENSION

In compliance with certain provisions of **ERISA**:

- A. if any **ERISA Plan** is insured jointly with any other entity under this **Coverage Part**, then the **Insured** must select a Limit of Liability for Insuring Clause (A) that is sufficient to provide an amount of insurance for each **ERISA Plan** that is at least equal to the amount required if each **ERISA Plan** were insured separately;
- B. if the **Insured** is an entity other than an **ERISA Plan**, any payment the **Insurer** makes to the **Insured** for loss sustained by any **ERISA Plan** will be held by such **Insured** for the use and benefit of the **ERISA Plan(s)** sustaining the loss; and
- C. if two or more **ERISA Plans** are covered under this **Coverage Part**, any payment the **Insurer** makes for loss:



1. sustained by two or more **ERISA Plans**; or
2. of commingled **Money**, **Securities** or other **Property** of two or more **ERISA Plans**;

that arises out of a single loss is to be shared by each **ERISA Plan** sustaining loss, in the proportion that the limit of insurance required under ERISA for each such **ERISA Plan**, bears to the total of those limits of insurance.

- D.** If, at the inception date of this **Policy Period**, or a preceding policy written by the Company that provided **ERISA** fidelity coverage for **ERISA Plans**, the **Insured** has or had a Limit of Liability Insurance under such coverage for **ERISA Plans** that is or was equal to or greater than the limit of insurance required under **ERISA**, the Limit of Liability under Insuring Agreement A. will equal the greater of the amount of the limit of insurance required by **ERISA** or the Limit of Liability set forth in Item VI.G of the Declarations for Insuring Agreement A.

- E.** No Retention will apply to loss sustained by an **ERISA Plan** covered under this **Coverage Part**.

V. LEGAL EXPENSES EXTENSION UNDER INSURING CLAUSE (D) AND INSURING CLAUSE (H)

In addition to the Limits of Liability set forth in ITEM VI.F. of the Declarations, the **Insurer** will:

- A.** as a result of loss covered under Insuring Clause (D) Forgery Coverage, if selected, pay the **Company** reasonable court costs and attorneys' fees incurred with the **Insurer's** prior written consent, in defending a **Company** or **Company's** bank in any legal proceeding brought against it to enforce payment of a **Financial Instrument**; and
- B.** as a result of loss covered under Insuring Clause (H) Credit Card Fraud Coverage, if selected, pay the **Company** reasonable court costs and attorneys' fees incurred with the **Insurer's** prior written consent, in defending a **Company** in any legal proceeding brought against it to enforce payment of a written instrument, required in connection with any credit card.

VI. DUTIES IN THE EVENT OF LOSS

- A.** Knowledge possessed by any **Insured** or **Discovery** will be deemed knowledge possessed by or **Discovery** by all **Insureds**.
- B.** As a condition precedent to coverage hereunder, upon **Discovery**, the **Company** must:
1. give written notice to the **Insurer** as soon as practicable, but in no event later than sixty (60) days after such **Discovery**;
 2. furnish affirmative proof of loss with full particulars to the **Insurer** at the earliest practicable moment, and in no event later than one hundred and eighty (180) days after such **Discovery**;
 3. submit to examination under oath at the **Insurer's** request;
 4. produce all pertinent records at such reasonable times and places as the **Insurer** designates; and
 5. provide full cooperation with the **Insurer** in all matters pertaining to a loss or claim;



6. secure its rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

C. The **Named Insured** may offer a comparison between a **Company's** inventory records and actual physical count of its inventory to prove the amount of loss, only where a **Company** establishes wholly apart from such comparison that it has sustained a covered loss caused by an **Employee**.

D. No **Insured** shall institute legal proceedings against the **Insurer**:

1. after two (2) years immediately following any **Discovery**; or
2. to recover a judgment or settlement against it or its bank resulting from **Forgery, Credit Card Fraud** or related legal expenses as set forth in Section V. Legal Expenses Extension, after two (2) years immediately following the date upon which such judgment becomes final or settlement was entered.

VII. LIMITS OF LIABILITY

All loss resulting from a single act or any number of acts of the same **Employee** or **Third Party**, and all loss whether such act or acts occurred before or during the **Policy Period**, will be deemed a single loss and the applicable Limit of Liability set forth in ITEM VI.F. of the Declarations will apply, subject to Section X. Liability for Prior Losses.

VIII. RETENTION

- A.** This **Coverage Part** will apply only to that part of each loss which is in excess of the applicable Retention set forth in ITEM VI.F. of the Declarations.
- B.** If an **Insured** receives payment under another policy or bond, after applying a Deductible or Retention, for loss also covered under this **Coverage Part**, then the applicable Retention set forth in ITEM VI.F. of the Declarations will be reduced by the Deductible or Retention previously applied to such loss.

IX. OWNERSHIP

- A.** Solely for the purposes of the following Insuring Clauses if selected: (A) Employee Theft Coverage, (B) Premises Coverage, (C) In Transit Coverage, (D) Forgery Coverage, (E) Computer Fraud Coverage, (F) Funds Transfer Fraud Coverage, (G) Money Orders and Counterfeit Currency Fraud Coverage, and (H) Credit Card Fraud Coverage, the **Insurer's** liability under this Coverage Part shall only apply to **Money, Securities** or **Property** owned by a **Company** or for which the **Company** is legally liable, or held by the **Company** in any capacity whether or not the **Company** is liable, provided that:
 1. the Insurer's liability will not apply to damage to the **Premises** unless the **Company** is the owner of such **Premises** or is legally liable for such damage; or
 2. with respect to Insuring Clause (A) Employee Theft Coverage, the Insurer's liability will not apply to **Money, Securities** or **Property** of a **Client**.
- B.** Solely for the purposes of Insuring Clause (I) Client Coverage, the **Insurer's** liability under this Coverage Part will only apply to **Money, Securities** or **Property**:



1. owned by a **Client**, which is held by a **Company** in any capacity or for which the **Company** is legally liable; or
2. held or owned by a **Client**, for which the **Client** is legally liable.

X. LIABILITY FOR PRIOR LOSSES

Coverage will be available for loss sustained at any time and **Discovered** during the **Policy Period**; provided that coverage for loss sustained prior to the effective date of this **Coverage Part**, the effective date of coverage for any additional **Insureds**, or the effective date of any coverage added by endorsement, is subject to the following:

- A.** if a **Company** or some predecessor in interest of such **Company** maintained a prior bond or policy which afforded coverage for a loss sustained during the period of such prior bond or policy, and such prior bond or policy was not issued by the **Insurer** and such loss was first **Discovered** by an **Insured** prior to the expiration of the time allowed for discovery under the last such policy, then no coverage will be available under this **Coverage Part**, unless the total amount of covered loss exceeds the limit of liability of the last such bond or policy carried by the **Company** or predecessor in interest of such **Company**, such that the **Insurer's** Limit of Liability for any such loss will be excess of the limit of liability of the last bond or policy and subject all of the terms and conditions of this **Coverage Part**; or
- B.** if a **Company** or some predecessor in interest of such **Company** maintained a prior bond or policy which afforded coverage for a loss sustained during the period of such prior bond or policy, and such prior bond or policy was issued by the **Insurer**, then such prior bond or policy shall terminate as of the inception of this Policy and such prior bond or policy shall not cover any loss not discovered and noticed to the **Insurer** prior to the inception of this Policy. Furthermore, the **Insurer's** Limit of Liability for such loss will be the applicable Limit of Liability set forth in ITEM VI.F. of the Declarations, if selected.

XI. NON-ACCUMULATION OF LIABILITY

- A.** When there is more than one **Insured**, the maximum liability of the **Insurer** for loss sustained by one or all **Insureds** will not exceed the amount for which the **Insurer** would be liable if all losses were sustained by any one **Insured**.
- B.** Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, the Limit of Liability of the **Insurer** with respect to any loss shall not be cumulative from **Policy Year** to **Policy Year** or from **Policy Period** to **Policy Period**.

XII. OTHER INSURANCE

This **Coverage Part** does not apply to loss recoverable or recovered under any other bond, indemnity or insurance. If an **Insured** or any other party in interest in any loss covered by this **Coverage Part** is insured by any bond, indemnity or insurance which would cover such loss in whole or in part in the absence of this **Coverage Part**, then this **Coverage Part** will apply, subject to all of its limits of liability, terms and conditions, to that part of the loss, in excess of the Retention, and excess the amount recoverable or received under such other bond, indemnity or insurance, whether such other bond, indemnity or insurance is stated to be primary, contributory, excess, contingent or otherwise.



XIII. TERMINATION OF PRIOR BONDS OR POLICIES

Any prior bonds or policies issued by the **Insurer** will terminate, if not already terminated, as of the inception of this Policy.

XIV. VALUATION AND FOREIGN CURRENCY

The **Insurer** will pay:

- A.** the actual market value of lost, damaged or destroyed **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which a loss is **Discovered**; or the cost of replacing **Securities**, whichever is less, plus the cost to post a Lost Instrument Bond;
- B.** the cost of blank books, pages or tapes or other blank materials to replace lost or damaged books of the account or other records;
- C.** the lesser of:
 - 1. the actual cash value of the **Property**; or
 - 2. the cost to repair or replace **Property**, other than precious metals, with that of similar quality and value, at the time the **Company** complies with Section VI. Proof of Loss and Legal Proceedings regarding the furnishing of proof of loss;
- D.** the United States of America dollar value of foreign currency based on the rate of exchange published in The Wall Street Journal on the day loss involving foreign currency is **Discovered**; or
- E.** the United States of America dollar value of any precious metals based on the amount published in The Wall Street Journal Cash Prices, Precious Metals, on the day loss involving such precious metals is **Discovered**.



POLICYHOLDER NOTICE – FLORIDA

IMPORTANT NOTICE TO ALL FLORIDA POLICYHOLDERS:

Questions regarding your policy or coverage should be directed to:

**Berkley Management Protection
433 S. Main
Suite 200
West Hartford, CT 06110**

If you: (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may contact the Department of Insurance by mail, telephone or email:

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF CONSUMER SERVICES
200 EAST GAINES STREET
TALLAHASSEE, FL 32399-0322**

Consumer Hotline: (877) MY-FL-CFO (877-693-52236); Out of State: (850) 413-3089.

Complaints can be filed electronically at Consumer.Services@myfloridacfo.com.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Lakes of Deer Creek Condominium Association Inc.		Policy Number BMP-1067881-00
Effective Date of This Endorsement 12/01/2024	Authorized Representative	

POLICYHOLDER NOTICE - FLORIDA PAYMENT OF CLAIM SETTLEMENT BY INSURER

Pursuant to Florida Statute 627.4265:

In any case in which an **Insured Person** and the **Insurer** have agreed in writing to the settlement of a claim, the **Insurer** shall tender payment according to the terms of the agreement no later than twenty (20) days after the date such settlement is reached. The tender of payment may be conditioned upon execution by such **Insured Person** of a release mutually agreeable to the **Insurer** and the claimant, but if the payment is not tendered within twenty (20) days, or such other date as the agreement may provide, it shall bear interest at a rate of twelve percent (12%) per year from the date of the agreement; however, if the tender of payment is conditioned upon the execution of a release, the interest shall not begin to accrue until the executed release is tendered to the **Insurer**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Lakes of Deer Creek Condominium Association Inc.		Policy Number BMP-1067881-00
Effective Date of This Endorsement 12/01/2024	Authorized Representative	

POLICYHOLDER NOTICE – FLORIDA

PAYMENT OF JUDGMENT BY INSURER

Pursuant to Florida Statute 627.427:

Every judgment or decree for the recovery of money entered in any of the courts of the state of Florida against the **Insurer** shall be fully satisfied within sixty (60) days from and after the entry thereof; or, in the case of an appeal from such judgment or decree, within sixty (60) days from and after the affirmance of the same by the appellate court.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Lakes of Deer Creek Condominium Association Inc.		Policy Number BMP-1067881-00
Effective Date of This Endorsement 12/01/2024	Authorized Representative	

FLORIDA DECLARATIONS AMENDMENT

In consideration of the premium charged, with respect to any coverage afforded under this Policy, the Declarations is amended to add the following:

Countersigned:

Name of Insurance Agent

License Number

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Lakes of Deer Creek Condominium Association Inc.		Policy Number BMP-1067881-00
Effective Date of This Endorsement 12/01/2024	Authorized Representative	

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your policy. You are hereby notified that under the Act the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is \$0.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Lakes of Deer Creek Condominium Association Inc.		Policy Number BMP-1067881-00
Effective Date of This Endorsement 12/01/2024	Authorized Representative	

POLICYHOLDER NOTICE U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE

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

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations and narcotics traffickers as Specially Designated Nationals. This list can be located on the United States Treasury's web site: <http://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Lakes of Deer Creek Condominium Association Inc.		Policy Number BMP-1067881-00
Effective Date of This Endorsement 12/01/2024	Authorized Representative	

FLORIDA COUNTERSIGNATURE ENDORSEMENT

Policy Number: **BMP-1067881-00**

Policy Inception Date: **12/01/2024**

Policy Expiration Date: **12/01/2025**

This policy has been countersigned as required by the state, by:

Name:

Title:

Signature of Authorized Representative:

Date:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Lakes of Deer Creek Condominium Association Inc.		Policy Number BMP-1067881-00
Effective Date of This Endorsement 12/01/2024	Authorized Representative	

FLORIDA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

General Terms and Conditions

In consideration of the premium paid, it is agreed that:

- I. The following Section **II. DEFINITIONS** are deleted in their entirety and replaced with the following:
- **A. Application** means any application, any other materials, and any representation provided to the **Insurer** within the past three (3) years in connection with any coverage part or policy of which this Policy is a renewal or replacement.
 - **S. Nuclear Materials** means any nuclear or radioactive substance or hazardous properties resulting from any nuclear reaction, nuclear radiation or radioactive contaminants.
 - **U. Pollutants** means any actual or alleged solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- II. Section **VI. EXTENDED REPORTING PERIOD** Item E. is deleted in its entirety.
- III. Section **XI. CHANGES IN EXPOSURE** Item C. 2. is deleted in its entirety.
- IV. Section **XIV. REPRESENTATIONS, SEVERABILITY AND NON-RESCINDABILITY** Item D. is deleted in its entirety replaced with the following:
- D.** The **Insurer** shall not be entitled under any circumstances to rescind this Policy with respect to any **Company**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Lakes of Deer Creek Condominium Association Inc.		Policy Number BMP-1067881-00
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INCLUDE PROPERTY MANAGEMENT COMPANY EMPLOYEES ENDORSEMENT

This endorsement modifies insurance provided under the following:

Crime Coverage Part

In consideration of the premium paid, it is agreed that:

I. Solely with respect to **INSURING CLAUSE (A): EMPLOYEE THEFT COVERAGE** the following will apply:

Property Management Company	Sublimit	Retention
Benchmark Property Management	\$200,000	\$1,000

II. Solely with respect to the Property Management Company (hereinafter referred to as "PMC") identified in Clause I. of this endorsement the following shall apply:

- Section **II. DEFINITIONS** are amended as follows:
 1. Definition **J. Employee** is amended to include the following:
 - **Employee** also includes a **PMC Employee**.
- The following definition is added to the Policy:
 1. **PMC Employee** means any natural person a natural person, while he or she is acting solely in a capacity for and on behalf of the PMC, and whose work is directed or controlled by the PMC, including full-time, part-time, seasonal, leased and temporary employees, interns and independent contractors; but only while the PMC in Clause I. of this endorsement is appointed in writing to act as a property manager for the **Company**.
- Section **VII. LIMITS OF LIABILITY** is amended as follows:

The most the **Insurer** shall pay under this Endorsement for loss or damage to **Money, Securities or Property** involving any **PMC Employee** is the Sublimit shown in Clause I. of this endorsement and subject to the applicable Retention. This Sublimit is part of and not in addition to the Limit of Liability shown in Item VI.G. of the Declarations, Insuring Clause (A) Employee Theft Coverage.

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