



Regulatory Office  
505 Eagleview Blvd., Suite 100  
Dept: Regulatory  
Exton, PA 19341-1120  
Telephone: 800-688-1840

**COMMERCIAL CRIME POLICY DECLARATIONS**

COMPANY PROVIDING COVERAGE: XL Specialty Insurance Company

POLICY NO.: [REDACTED] RENEWAL OF: [REDACTED]

POLICY PERIOD  
FROM: April 22, 2021 TO: April 22, 2022  
AT 12:01 A.M., Standard Time at your mailing address shown below

Named Insured and Address:  
County of Los Angeles  
320 W Temple St, 7th Floor  
Los Angeles, CA 90012

Producer: Willis Towers Watson Insurance Services West, Inc.

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

POLICY NO.: XXXXXXXXXX

**EMPLOYEE BENEFIT PLAN(S) INCLUDED AS INSUREDS:** See Endorsement number 33

**COVERAGE IS WRITTEN:** Primary

**INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES**

Insuring Agreements		Limit of Insurance Per Occurrence	Deductible Amount Per Occurrence
1.	Employee Theft	\$10,000,000	\$1,000,000
2.	Forgery or Alteration	\$10,000,000	\$1,000,000
3.	Inside the Premises - Theft of Money and Securities	\$10,000,000	\$1,000,000
4.	Inside the Premises - Robbery or Safe Burglary of Other Property	\$10,000,000	\$1,000,000
5.	Outside the Premises	\$10,000,000	\$1,000,000
6.	Computer and Funds Transfer Fraud	\$10,000,000	\$1,000,000
7.	Money Orders and Counterfeit Money	\$10,000,000	\$1,000
<b>If Added by Endorsement, Insuring Agreement(s):</b>		\$	\$
Fraudulent Impersonation of Employees, Customers and Vendors		\$2,000,000	\$1,000,000
Credit, Debit, or Charge Card Forgery		\$10,000,000	\$1,000
Clients Property		\$10,000,000	\$1,000,000
Destruction of Electronic Data or Computer Programs		\$250,000	\$50,000
Telephone Toll Fraud		\$5,000,000	\$25,000

**Forms and Endorsements made part of this policy at time of issue:**

CR 00 26 11 15 CR 02 49 09 12 CR 03 10 08 17 CR 04 01 08 13 CR 04 13 08 13 CR 04 16 08 13  
 CR 04 17 11 15 CR 20 16 10 10 CR 20 25 08 13 CR 20 30 08 13 CR 25 06 10 10 CR 25 08 10 10  
 CR 25 09 10 10 CR 25 12 10 10 CR 25 13 10 10 CR 25 19 08 13 CR 25 20 10 10 CR 25 32 10 10  
 CR 25 41 10 10 CR 25 47 09 17 CR 80 00 02 16 CR 80 01 02 16 CR 80 06 03 16 CR 80 10 03 16  
 CR 80 12 03 16 CR 80 13 03 16 CR 80 15 03 16 CR 80 17 07 16 CR 80 21 03 17 CR 80 26 02 18  
 CR 80 27 02 18 CR 80 36 04 18 CR 80 38 04 18 CR 80 43 05 18 CR 80 62 11 18 CR 80 74 03 19  
 CR 80 99 10 19 CR 80 105 01 20 CR 80 132 10 20 CR 83 09 05 19

**Specific Provisions: (if any):** Loss Reporting Threshold: fifty percent (50%) of applicable deductible (per CR 20 25 08 13)

If "Not Covered" is inserted opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

**PREMIUM: \$122,510.00**

Date: August 05, 2020

By: XL Specialty Insurance Company

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(Authorized Representative)

Type Name: Joseph Tocco President

## IN WITNESS

### XL SPECIALTY INSURANCE COMPANY

REGULATORY OFFICE  
505 EAGLEVIEW BOULEVARD, SUITE 100  
DEPARTMENT: REGULATORY  
EXTON, PA 19341-1120  
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.



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Joseph Tocco  
President



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Toni Ann Perkins  
Secretary

# NOTICE TO POLICYHOLDERS

## FRAUD NOTICE

<b>Alabama</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
<b>Arkansas</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Colorado</b>	<b>It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</b>
<b>District of Columbia</b>	<b>WARNING:</b> It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
<b>Florida</b>	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
<b>Kansas</b>	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
<b>Kentucky</b>	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
<b>Louisiana</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Maine</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
<b>Maryland</b>	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>New Jersey</b>	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

## NOTICE TO POLICYHOLDERS

<b>New Mexico</b>	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
<b>New York</b>	<p><b>General: All applications for commercial insurance, other than automobile insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p><b>All applications for automobile insurance and all claim forms:</b> Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p><b>Fire:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
<b>Ohio</b>	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
<b>Oklahoma</b>	<p><b>WARNING:</b> Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p> <p><b>WARNING: All Workers Compensation Insurance:</b> Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:</p> <ol style="list-style-type: none"> <li>1. obtaining any benefit or payment,</li> <li>2. increasing any claim for benefit or payment, or</li> <li>3. obtaining workers' compensation coverage under this act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.</li> </ol>
<b>Pennsylvania</b>	<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p><b>Automobile Insurance:</b> Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>

## NOTICE TO POLICYHOLDERS

<b>Puerto Rico</b>	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.
<b>Rhode Island</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Tennessee</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.  <b>Workers' Compensation:</b> It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
<b>Utah</b>	<b>Workers' Compensation:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
<b>Virginia</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>Washington</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>West Virginia</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>All Other States</b>	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

# NOTICE TO POLICYHOLDERS

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## PRIVACY POLICY

The AXA XL insurance group (the “Companies”), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as “customers”) must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

### **Our Privacy Promise**

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

### **Collection and Sources of Information**

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;



# NOTICE TO POLICYHOLDERS

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

## Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

## Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

## Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

## Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

# NOTICE TO POLICYHOLDERS

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## Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

## Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

## NOTICE TO POLICYHOLDERS

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### **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

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 Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions<sup>1</sup>. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, 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, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

<sup>1</sup> "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

# NOTICE TO POLICYHOLDERS

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## IMPORTANT INFORMATION TO POLICYHOLDERS - CALIFORNIA

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

**AXA XL  
Seaview House  
70 Seaview Avenue  
Stamford, CT 06902-6040  
1-800-622-7311**

If you have a problem with your insurance company, its agent or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

**Department of Consumer Affairs  
Consumer Information Division  
1625 North Market Blvd., Suite N 112  
Sacramento, CA 95834**

Internet Website: [www.dca.ca.gov](http://www.dca.ca.gov)

**1-800-952-5210  
1-800-326-2297 (TDD Number)  
916-445-1254 (If calling from within the Sacramento area)  
916-928-1227 (TDD Number if calling from within the Sacramento area)**

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL CRIME POLICY

Paragraphs **A.** and **B.** apply only to the Commercial Crime Policy, Government Crime Policy and Kidnap/Ransom And Extortion Policy.

**A.** Paragraphs **(2)** and **(3)** of the **Cancellation Of Policy** Condition are replaced by the following:

**(2) All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if we cancel for:
  - (i)** Nonpayment of premium; or
  - (ii)** Discovery of fraud by:
    - i.** Any insured or his or her representative in obtaining this policy; or
    - ii.** You or your representative in pursuing a claim under this policy.
- (b)** 30 days before the effective date of cancellation if we cancel for any other reason.

**(3) All Policies In Effect For More Than 60 Days**

- (a)** If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
  - (i)** Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
  - (ii)** Discovery of fraud or material misrepresentation by:
    - i.** Any insured or his or her representative in obtaining this policy; or
    - ii.** You or your representative in pursuing a claim under this policy.
  - (iii)** A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (iv) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (v) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (vi) A determination by the Commissioner of Insurance that the:
    - i. Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - ii. Continuation of the policy coverage would:
      - i Place us in violation of California law or the laws of the state where we are domiciled; or
      - ii Threaten our solvency.
  - (vii) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- (b) We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (ii) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **(3)(a)**.
- B.** The following is added and supersedes any other provision to the contrary:
- Nonrenewal**
1. Subject to the provisions of Paragraph **B.2.**, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.  
We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.
  2. We are not required to send notice of nonrenewal in the following situations:
    - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
    - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **B.1**.
    - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
    - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
    - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
    - f. If we have made a written offer to the first Named Insured, in accordance with the time frames shown in Paragraph **B.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

- C. Under the Commercial Crime Policy, Government Crime Policy and Employee Theft And Forgery Policy, the following is added to the **Valuation – Settlement** Condition:

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of covered property, regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES – PREMIUM**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY

### **SCHEDULE**

<b>Policy Period</b>		<b>Premium</b>
<b>From: April 22, 2021</b>	<b>To: April 22, 2022</b>	<b>\$ 122,510.00</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

To comply with the ruling of the Commissioner of Insurance of the state of California and the opinion of the Attorney General of that state requiring that the premium for all policies be endorsed thereon, the premium charged for the attached policy for the policy period is shown in the Schedule.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CLIENTS' PROPERTY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL CRIME POLICY

With regard to this Clients' Property endorsement, the provisions of the Coverage Form or Policy to which this endorsement is attached apply, unless modified by this endorsement.

**A. The following Insuring Agreement is added to Section A. Insuring Agreements:**

We will pay for loss of or damage to "money", "securities" and "other property" sustained by your "client" resulting directly from "theft" committed by an identified "employee", acting alone or in collusion with other persons.

**B. Under Section D. Exclusions in the Commercial Crime Coverage Form and the Commercial Crime Policy, the Acts Committed By Your Employees, Managers, Directors, Trustees or Representatives Exclusion does not apply to this Insuring Agreement.**

**C. Under Section E. Conditions:**

**1. Paragraph (1) of the Duties In The Event Of Loss Condition is replaced by the following:**

**(1) Notify us as soon as possible;**

**2. The Ownership Of Property; Interests Covered Condition is replaced by the following:**

**Ownership Of Property; Interests Covered**

The property covered under this Insuring Agreement is limited to property:

**a. That your "client" owns or leases; or**

**b. That your "client" holds for others in any capacity; or**

**c. For which your "client" is legally liable, provided your "client" was liable for the property prior to the time the loss was sustained.**

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

**D. Under Section F. Definitions:**

**1. The following definitions are added:**

**a. "Client" means any entity for whom you perform services under a written contract.**

**b. "Occurrence" means:**

**(1) An individual act;**

**(2) The combined total of all separate acts whether or not related; or**

**(3) A series of acts whether or not related; committed by an "employee", acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such policy period or both.**

**2. The definition of "theft" is replaced by the following:**

"Theft" means the unlawful taking of property to the deprivation of your "client".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESTRUCTION OF ELECTRONIC DATA OR COMPUTER PROGRAMS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL CRIME POLICY

With regard to this Destruction Of Electronic Data Or Computer Programs endorsement, the provisions of the Coverage Form or Policy to which this endorsement is attached apply, unless modified by this endorsement.

**A. The following Insuring Agreement is added to Section A. Insuring Agreements:**

We will pay for costs that you incur to restore or replace damaged or destroyed "electronic data" or "computer programs" stored within any "computer system" owned, leased or operated by you resulting directly from:

1. A virus designed to damage or destroy "electronic data" or "computer programs";
2. Vandalism by an "employee"; or
3. Vandalism by a natural person who has gained unauthorized access to your "computer system";

including reasonable costs that you incur to restore your "computer system" to the level of operational capability that existed immediately before the virus or vandalism occurred.

**B. Section D. Exclusions:**

1. The following exclusions do not apply to loss covered under Paragraph **A.2.:**
  - a. The Acts Committed By Your Employees, Managers, Directors, Trustees Or Representatives Exclusion in the Commercial Crime Coverage Form and the Commercial Crime Policy; and
  - b. The Acts Committed By Your Officials, Employees Or Representatives Exclusion in the Government Crime Coverage Form and the Government Crime Policy.

**2. The following exclusions are added:**

This Insuring Agreement does not cover:

- a. Loss resulting from errors or omissions in the design of "computer programs".
- b. Loss resulting from errors or omissions in the programming or processing of "electronic data".

**C. Under Section F. Definitions, the following is added to the definition of "occurrence":**

1. As respects Paragraph **A.1.**, all covered costs incurred by you between the time the damage or destruction is discovered and the time your "computer system" is restored to the level of operational capability that existed immediately before the virus occurred. Recurrence of the same virus after your "computer system" has been restored shall constitute a separate occurrence.
2. As respects Paragraphs **A.2.** and **A.3.:**
  - a. An individual act or event;
  - b. The combined total of all separate acts or events whether or not related; or
  - c. A series of acts or events whether or not related;

committed by an "employee" or other person acting alone or in collusion with others, during the Policy Period shown in the Declarations, before such policy period or both.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## TELEPHONE TOLL FRAUD

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY

### SCHEDULE

<b>Number of Days:</b> Ninety (90) Days
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With regard to this Telephone Toll Fraud endorsement, the provisions of the Coverage Form or Policy to which this endorsement is attached apply, unless modified by this endorsement.

**A. The following Insuring Agreement is added to Section A. Insuring Agreements:**

We will pay for loss from long distance telephone toll call charges incurred by you resulting directly from fraudulent use or fraudulent manipulation of an "account code" or "system password" required to gain access to your "voice computer system", provided such loss did not result from the failure to:

1. Install and maintain in operating condition a call disconnect feature to terminate a caller's access after three unsuccessful attempts to enter an "account code";
2. Incorporate a "system password"; or
3. Change a "system password" within the number of days shown in the Schedule.

**B. The following condition is added to Section E. Conditions:**

We will pay for loss resulting from toll call charges made on telephone lines directly controlled by one "voice computer system" occurring for a period of not more than 30 days inclusive of the date on which the first such toll call charges were made.

**C. The following definitions are added to Section F. Definitions:**

1. "Account code" means a confidential and protected string of characters that identifies or authenticates a person and permits that person to gain access to your "voice computer system" for the purpose of making long distance toll calls or utilizing voice mailbox messaging capabilities or similar functional features of the system.
2. "System administration" means the performance of any security function including, but not limited to:
  - a. Defining authorized persons to access the system;
  - b. Adding, deleting or changing "account codes" or passwords;
  - c. Installing or deleting any system option which directs telephone call routing or adds, drops or moves telephone lines; or
  - d. Any other activity allowed by a hardware- or software-based system option that has been incorporated by a manufacturer or a vendor into a "voice computer system" provided the system is not intended for the sole use of the manufacturer or vendor.

3. "System maintenance" means performing hardware and software installation, diagnostic and correction and similar activities that are performed in the usual custom and practice by a manufacturer or vendor to establish or maintain the basic operational functionality of a "voice computer system".
4. "System password" means a confidential and protected string of characters that identifies or authenticates a person and permits that person to gain access to your "voice computer system" to perform "system administration" or "system maintenance" or a component thereof.
5. "Voice computer system" means a "computer system" installed in one location which functions as a private branch exchange (PBX), voice mail processor, automated call attendant or provides a similar capability used for the direction or routing of telephone calls in a voice communications network.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## FRAUDULENT IMPERSONATION

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY

### SCHEDULE

Check the appropriate box(es):

- I. Fraudulent Impersonation Of "Employees" Included:** Yes  No
- A. Verification Is Required For All "Transfer Instructions"
  - B. Verification Is Required For All "Transfer Instructions" In Excess Of \$
  - C. Verification Of "Transfer Instructions" Is Not Required
- II. Fraudulent Impersonation Of "Customers" And "Vendors" Included:** Yes  No
- A. Verification Is Required For All "Transfer Instructions"
  - B. Verification Is Required For All "Transfer Instructions" In Excess Of \$
  - C. Verification Of "Transfer Instructions" Is Not Required

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With regard to this Fraudulent Impersonation endorsement, the provisions of the Coverage Form or Policy to which this endorsement is attached apply, unless modified by this endorsement.

**A.** The following Insuring Agreement is added to Section **A. Insuring Agreements:**

**Fraudulent Impersonation**

**1. "Employees" (if indicated in Section I. of the Schedule)**

We will pay for loss resulting directly from your having, in good faith, transferred "money", "securities" or "other property" in reliance upon a "transfer instruction" purportedly issued by:

- a. An "employee", or any of your partners, "members", "managers", officers, directors or trustees, or you (if you are a sole proprietorship) if coverage is written under the Commercial Crime Coverage Form or Commercial Crime Policy; or

- b. An "employee", or any of your officials if coverage is written under the Government Crime Coverage Form or Government Crime Policy;

but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the person in Paragraph 1.a. or 1.b.

**2. "Customers" And "Vendors" (If indicated in Section II. of the Schedule)**

We will pay for loss resulting directly from your having, in good faith, transferred "money", "securities" or "other property" in reliance upon a "transfer instruction" purportedly issued by your "customer" or "vendor", but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "customer" or "vendor".

**3. Verification**

- a. The following is a precondition to coverage under this Insuring Agreement:

- (1) If option I.A. and/or II.A. is selected in the Schedule, you shall verify all "transfer instructions"; or
- (2) If option I.B. and/or II.B. is selected in the Schedule, you shall verify all "transfer instructions" in excess of the amount shown;

according to a pre-arranged callback or other established verification procedure before acting upon any such "transfer instruction".

- b. If option I.C. and/or II.C. is selected in the Schedule, verification of "transfer instructions" is not a precondition to coverage under this insuring agreement.

**B. Under Section E. Conditions:**

The **Territory** Condition is replaced by the following:

**Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world.

**C. The following definitions are added to Section F. Definitions:**

- 1. "Customer" means an entity or individual to whom you sell goods or provide services under a written contract.
- 2. "Transfer instruction" means an instruction directing you to transfer "money", "securities" or "other property".
- 3. "Vendor" means an entity or individual from whom you purchase goods or receive services under a written contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PROVIDE NOTICE OF CANCELLATION  
TO ANOTHER ENTITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY

**SCHEDULE**

<b>Entity</b>	<b>Number of Days</b>
State of California, Dept. of Managed Health Care 980 9 <sup>th</sup> Street, Suite 500 Sacramento, CA 95815	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. If this insurance is cancelled, whether at your request or ours, we will endeavor to provide the entity shown in the Schedule with written notice of such cancellation within the number of days shown in the Schedule.
2. However, failure on our part to provide such notice shall not delay the effective date of cancellation of this insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LOSS REPORTING THRESHOLD**

This endorsement modifies insurance provided under the following:

### COMMERCIAL CRIME POLICY

The **Duties In The Event Of Loss** Condition is replaced by the following:

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:

- (1)** Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under the Employee Theft Insuring Agreement or the Forgery Or Alteration Insuring Agreement) involves a violation of law, you must also notify the local law enforcement authorities;
- (2)** For losses covered under any Insuring Agreement, we will waive the requirement that you notify us as soon as possible if the amount of loss, in your best estimation, does not exceed the percentage of the Deductible Amount over which losses must be reported as shown in the Declarations. If, however, you later determine that such loss does in fact exceed this percentage, then you shall notify us as soon as possible, not to exceed 15 days from the date such determination was made;
- (3)** Give us a detailed sworn proof of loss within 120 days:
  - (a)** From the date you "discovered" the loss; or
  - (b)** From the date you determined that the loss exceeded the Deductible Amount as provided in Paragraph **(2)**;
- (4)** Cooperate with us in the investigation and settlement of any claim;
- (5)** Produce for our examination all pertinent records;
- (6)** Submit to examination under oath at our request and give us a signed statement of your answers; and
- (7)** Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMEND TERRITORY CONDITION – INCLUDE WORLDWIDE COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY

### **SCHEDULE**

<b>Territory</b>
<b>Worldwide Coverage</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** The **Territory** Condition is replaced by the following:

**Territory**

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world, except in:

1. Any Territory shown in the Schedule; and
2. Any Territory that is subject to trade or other economic sanction or embargo by the United States of America.

**B.** The following is added to the **Legal Action Against Us** Condition:

Unless you and we agree otherwise, any legal action against us involving loss must be brought in the United States of America (including its territories and possessions), Puerto Rico or Canada.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INCLUDE CHAIRPERSON AND MEMBERS OF  
SPECIFIED COMMITTEES AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY

**SCHEDULE**

<b>Names of Committees</b>
All Committees Sponsored by the Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include any natural person, whether or not compensated, while performing services for you as the chairperson, or a member of any committee named in the Schedule.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INCLUDE SPECIFIED NON-COMPENSATED  
OFFICERS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY

**SCHEDULE**

<b>Names or Titles Of Non-compensated Officers</b>
All Non-compensated Officers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include your non-compensated officers shown in the Schedule.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**INCLUDE VOLUNTEER WORKERS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY

The definition of "employee" is amended to include any noncompensated natural person:

1. Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee"; or
2. While acting as a fund solicitor during fundraising campaigns.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INCLUDE TREASURERS OR TAX COLLECTORS  
AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

**SCHEDULE**

<b>Treasurers or Tax Collectors</b>
<b>All Treasurers or Tax collectors</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The definition of "employee" is amended to include your treasurers or tax collectors shown in the Schedule.

2. Exclusion **D.2.d. Treasurers Or Tax Collectors** is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **INCLUDE STUDENTS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

and applies to the Employee Theft Insuring Agreement:

1. The definition of "employee" is amended to include any student enrolled in a school under your jurisdiction while the student is handling or has possession of property or funds in connection with sanctioned student activities.
2. Exclusion **D.2.d. Treasurers Or Tax Collectors** is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE  
FOR GOVERNMENT EMPLOYEES**

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

and applies to the Insuring Agreements designated below:

**SCHEDULE**

Insuring Agreement		Limit Of Insurance
	Employee Theft – Per Loss Coverage	\$10,000,000
	Employee Theft – Per Employee Coverage	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following is added to the Employee Theft Insuring Agreement designated above:

We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit Of Insurance shown in the Schedule. That Limit is part of, not in addition to, the Limit Of Insurance shown in the Declarations.

B. The following exclusions are added to Section D.2. **Exclusions:**

- a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
- b. Damages for which you are legally liable as a result of:
  - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
  - (2) The tortious conduct of an "employee", except the conversion of property of other parties held by you in any capacity.

C. The **Indemnification** Condition is replaced by the following:

**Indemnification**

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

D. Paragraph (1) of the **Termination As To Any Employee** Condition is replaced by the following:

(1) As soon as:

- (a) You; or
- (b) Any official or employee authorized to manage, govern or control your "employees" not in collusion with the "employee";

learns of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee Theft Insuring Agreement, as amended by this endorsement; or

- E. The coverage provided by this endorsement does not apply to any employee benefit plan covered under the Employee Theft Insuring Agreement shown in the Schedule.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADD CREDIT, DEBIT OR CHARGE CARD FORGERY**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY

and applies to the Forgery or Alteration Insuring Agreement:

**SCHEDULE**

Limit of Insurance	Covered Instruments
\$ 10,000,000	<input checked="" type="checkbox"/> Includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes
	<input type="checkbox"/> Limited to written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. Covered Instruments either includes or is limited to, whichever is indicated as applicable in the Schedule, written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
2. The most we will pay in any one "occurrence" is the Limit Of Insurance shown in the Schedule.
3. The following exclusion is added to Section D.:  
The Forgery Or Alteration Insuring Agreement does not apply to:  
**Non-compliance With Credit, Debit Or Charge Card Issuer's Requirements**  
Loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PROVIDE EMPLOYEE THEFT COVERAGE EXCESS  
OVER A STATUTORY BOND REQUIREMENT**

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

and applies to the Employee Theft Insuring Agreement:

1. We will pay for loss caused by any "employee" required by law to be individually bonded which is in excess of the amount of such individual bond requirement, whether or not such individual bond is in force or is valid and collectible.  
Exclusion **D.2.a. Bonded Employee** is deleted.
2. We will pay for loss caused by a treasurer or tax collector which is in excess of the amount of any individual bond requirement, whether or not such individual bond is in force or valid and collectible.  
Exclusion **D.2.d. Treasurers Or Tax Collectors** is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INCLUDE DESIGNATED PERSONS OR CLASSES  
OF PERSONS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY

and applies to the Employee Theft Insuring Agreement:

**SCHEDULE**

<b>Persons or Classes of Persons</b>
Employees on Military Leave
A Natural Person Who Is an Independent Contractor Performing Work Outlined in A Valid Contract with The Insured
Trustees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include any natural person or group of persons named or described in the Schedule.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **U.S. DEPARTMENT OF LABOR – ERISA PLAN COVERAGE AMENDMENTS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL CRIME POLICY

With regard to coverage provided for "employee benefit plans", the provisions of the Coverage Form or Policy to which this endorsement is attached apply, unless modified by this endorsement.

#### **A. Under Section D. Exclusions:**

##### **1. In Section D.1.:**

- a. The Acts Committed By You, Your Partners Or Your Members** Exclusion is replaced by the following:

##### **Acts Committed By You, Your Partners Or Your Members**

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

- (1)** You; or
- (2)** Any of your partners or "members";  
whether acting alone or in collusion with other persons, except while handling "money", "securities" or "other property" of an "employee benefit plan".

- b. The Confidential Or Personal Information** Exclusion is replaced by the following:

##### **Confidential Or Personal Information**

Loss resulting from:

- (1)** The disclosure or use of another person's or organization's confidential or personal information, except as provided in Paragraph **(2)**.
- (2)** The disclosure of your or an "employee benefit plan" participant's confidential or personal information. However, this Paragraph **(2)** does not apply to loss otherwise covered under Insuring Agreement **A.1.** that results directly from the use of your or an "employee benefit plan" participant's confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, retirement or health savings account information or any other type of nonpublic information.

##### **2. In Section D.2.:**

- a.** The **Trading** Exclusion is deleted.
- b.** The **Warehouse Receipts** Exclusion is deleted.

- B. Paragraph (2) of the Employee Benefit Plans** Condition is replaced by the following:

- (2)** With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1.** is replaced by the following:

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee" whether identified or not, sole proprietor, partner or "member" acting alone or in collusion with other persons while such "employee", sole proprietor, partner or "member" is handling "money", "securities" or "other property" of an "employee benefit plan".

- C. Paragraph a. of the definition of "occurrence"** is replaced by the following:

##### **a. Under Insuring Agreement A.1.:**

- (1)** An individual act;
- (2)** The combined total of all separate acts whether or not related; or
- (3)** A series of acts whether or not related;

committed by an "employee", sole proprietor, partner or "member" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.

Endorsement No.: 20  
Named Insured: County of Los Angeles  
Bond No.: [REDACTED]  
Policy Form: Commercial Crime

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## ADDITIONAL NAMED INSURED

### Schedule

**The following Insured(s) is/are added as Named Insured(s):**

All Special Districts Governed by the Board of Supervisors of the  
County of Los Angeles

Any employee benefit plan sponsored by the Named Insured(s) now existing or hereafter created or acquired and whether or not required to be bonded under the Employee Retirement Income Security Act of 1974.

No Limit of Insurance during any period will be cumulative with any other amount applicable to the same coverage during any other period.

Endorsement No.: 21  
Named Insured: County of Los Angeles  
Bond No.: [REDACTED]  
Policy Form: COMMERCIAL CRIME POLICY (LOSS SUSTAINED FORM)

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## NOTICE OF CLAIM REPORTING BY EMAIL

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. Email Reporting of Claims in addition to the postal address set forth for any Notice of Claim Reporting under this policy, such notice may also be given in writing pursuant to the policy's other terms and conditions to the Insurer by email at the following email address:

[proclaimnewnotices@xlcatlin.com](mailto:proclaimnewnotices@xlcatlin.com)

Your email must reference the policy number for this policy. The date of the Insurer's receipt of the emailed notice shall constitute the date of notice.

In addition to Notice of Claim Reporting via email, notice may also be given to the Insurer by mailing such notice to:

XL Catlin Professional Insurance  
Attention Claims  
100 Constitution Plaza  
Hartford, CT 06103

2. Definitions: For this endorsement only, the following definitions shall apply:
  - (a) "Insurer" means the "Insurer", "Underwriter" or "Company" or other name specifically ascribed in this policy as the insurance company or underwriter for this policy.
  - (b) "Notice of Claim Reporting" means "notice of claim/circumstance," "notice of loss" or other reference in the policy designated for reporting of claims, loss or occurrences or situations that may rise or result in loss under this policy.
  - (c) "Policy" means the policy, bond or other insurance product to which this endorsement is attached.
3. This endorsement does not apply to any Kidnap & Ransom/Extortion Coverage Section if any provided by this policy.

Endorsement No.: 22  
Named Insured: County of Los Angeles  
Bond No.: [REDACTED]  
Policy Form: Commercial Crime

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## AMEND CANCELLATION ENDORSEMENT

In consideration of the premium charged, Section E.1.b.(2)(b) of the Policy is amended to read in its entirety as follows:

“(b) 90 days before the effective date of cancellation if we cancel for any other reason.”

All other terms, conditions and limitations of this Policy shall remain unchanged.



Endorsement No.: 23  
Named Insured: County of Los Angeles  
Bond No.: [REDACTED]  
Policy Form: Commercial Crime

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## AMEND DEFINITION OF SECURITIES ENDORSEMENT

In consideration of the premium charged, the first sentence of the term "Securities," as defined in Section F.22. of the Policy is amended to read in its entirety as follows:

"22. 'Securities' means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes but is not limited to:"

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 24  
Named Insured: County of Los Angeles  
Bond No.: [REDACTED]  
Policy Form: Commercial Crime

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## INVESTIGATIVE COSTS ENDORSEMENT

In consideration of the premium charged, we shall reimburse for "investigative costs" of you on any claim up to a limit of \$250,000. For the purposes of this endorsement, the term "investigative costs" means reasonable expenses incurred by you in establishing the existence and amount of any direct loss covered in excess of the deductible amount of this Policy, as stated in the Declarations. The reasonableness of such expenses shall be determined by the us and shall not include internal corporate obligations of you, such as employee wages or internal costs.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 25  
Named Insured: County of Los Angeles  
Bond No.: [REDACTED]  
Policy Form: Commercial Crime

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## PROOF OF LOSS ENDORSEMENT

In consideration of the premium charged, Section E.1.g.(2) is amended to read in its entirety as follows:

“(2) Give us a detailed, sworn proof of loss within 180 days.”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 26  
 Named Insured: County of Los Angeles  
 Bond No.: XXXXXXXXXX  
 Policy Form: Commercial Crime

Effective: April 22, 2021  
 12:01 A.M. Standard Time  
 Insurer: XL Specialty Insurance Company

## TAX COMPENSATION COVERAGE ENDORSEMENT

In consideration of the premium charged:

- (1) It is understood and agreed that we shall adjust the amount of any loss paid in the United States to compensate for additional federal or state tax liability incurred by you as a result of the payment of such loss in the United States rather than in the country in which such loss was sustained, provided that:
- a. The loss was sustained by an entity not subject to United States or state tax provisions; and
  - b. The payment for such loss is reportable income under the Internal Revenue Code and regulations or the tax laws of any state or commonwealth of the United States.

Accordingly, Loss Payment shall be adjusted using the following formula:

$$\text{Final Payment} = \text{Loss Payment times } \frac{\text{One minus the Marginal Foreign Tax Rate}}{\text{One minus the Sum of the Marginal United States and State Tax Rate}}$$

- (2) Solely for the purposes of this endorsement, the following terms shall have the meanings set forth below:

“Final Payment” means the amount paid after the tax adjustment described in this endorsement.

“Loss Payment” means the amount to be paid prior to the tax adjustment described in this endorsement.

“Marginal Foreign Tax Rate” means the marginal rate of income taxation of the insured entity which sustained the loss for the tax year in which such loss is written off.

“Marginal United States and State Tax Rate” means the marginal rates of Federal and State income taxation of you, who pays the loss in the United States for the tax year in which such loss is written off and shall include if any, foreign tax credits accruing as a result of such loss.

- (3) It is understood and agreed that:
1. Nothing contained in this endorsement shall be construed to increase our liability above the amounts set forth in the Limit of Liability.
  2. Nothing contained in this endorsement shall be construed to decrease our liability below the original amount of the Loss Payment.
  3. You shall cooperate with any attempt by us to pay the loss directly to the entity sustaining the loss.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 27  
Named Insured: County of Los Angeles  
Bond No.: [REDACTED]  
Policy Form: Commercial Crime

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## AMEND EXTENDED PERIOD TO DISCOVER LOSS

In consideration of the premium charged, Section E Conditions j.(1) of the Policy is amended to read in its entirety as follows:

“(1) No later than 120 days from the date of that cancellation.”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 28  
Named Insured: County of Los Angeles  
Policy No.: [REDACTED]  
Policy Form: Commercial Crime

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## INVENTORY SHORTAGE CLARIFICATION

Section D.4.e. is amended to include the following:

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer inventory records and actual physical of inventory in support of the amount of loss claimed.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 29  
 Named Insured: County of Los Angeles  
 Policy No.: [REDACTED]  
 Policy Form: COMMERCIAL CRIME POLICY (LOSS SUSTAINED FORM)

Effective: April 22, 2021  
 12:01 A.M. Standard Time  
 Insurer: XL Specialty Insurance Company

## AMEND SECTION A. INSURING AGREEMENT 6.a.(1) ENDORSEMENT

In consideration of the premium charged:

- (1) Section A. Insuring Agreement 6.a.(1) Computer and Funds Transfer Fraud of the bond is amended to read in its entirety as follows:

“a. We will pay for:

- (1) Loss resulting directly from a fraudulent:

(a) Entry of ‘electronic data’ or ‘computer program’ into; or

(b) Change of ‘electronic data’ or ‘computer program’ within;

any ‘computer system’ owned, leased, operated or used by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs 6.a.(1)(a) and 6.a.(1)(b):

- (i) ‘Money, ‘securities’ or ‘other property’ to be transferred, paid or delivered; or  
 (ii) Your account at a ‘financial institution’ to be debited or deleted.”

- (2) Section D. Exclusions 4.a. of the bond is amended to read in its entirety as follows:

“a. Authorized Access

Loss resulting from a fraudulent:

(1) Entry of ‘electronic data’ or ‘computer program’ into; or

(2) Change of ‘electronic data’ or ‘computer program’ within;

any ‘computer system’ owned, lease, operated or used by you or by a person or organization with authorized access to that ‘computer system’, except when covered under Insuring Agreement A.6.b.”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 30  
Named Insured: County of Los Angeles  
Policy No.: [REDACTED]  
Policy Form: Commercial Crime (Discovery Form)

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

# INCLUDE PERSONAL ACCOUNTS OF SPECIFIED PERSONS ENDORSEMENT

In consideration of the premium charged, Section A. Insuring Agreement 1. Employee Theft and Insuring Agreement 2. Forgery or Alteration of this bond are amended to include each person named in the Schedule below as an Insured, but only for loss involving covered instruments of such person's personal account and subject to the Limit of Insurance per Occurrence set forth opposite each such additional Insured in the Schedule below.

### SCHEDULE

Name of Person	Limit of Insurance
All Directors and Officers	Limit: \$1,000,000
	Deductible: \$100,000

All other terms, conditions and limitations of this Policy shall remain unchanged.



Endorsement No.: 31  
Named Insured: County of Los Angeles  
Policy No.: [REDACTED]

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

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## EXCLUDE TRADING LOSS WITH CARVE BACK FOR EMPLOYEE DISHONESTY

1. Section D.2.b. is deleted and replaced with the following:
  - b. Trading  
  
Loss resulting from trading, whether in your name or in a genuine or fictitious account, however, this exclusion shall not apply to direct loss caused by "Employee Dishonesty".
2. Section F is amended to include the following:
  26. "Employee Dishonesty" means dishonest acts committed by an "employee," whether identified or not, acting alone or in collusion with other persons, except you or your partner, with the intent to:
    - a. cause you to sustain a loss; and also
    - b. obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing, or pensions) for:
      - (1) the "employee"; or
      - (2) any person or organization intended by the "employee" to receive the benefit.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 32  
Named Insured: County of Los Angeles  
Policy No.: [REDACTED]  
Policy Form: COMMERCIAL CRIME POLICY (DISCOVERY FORM)

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## AMEND DEFINITION OF MESSENGER ENDORSEMENT

In consideration of the premium charged, the term "Messenger," as defined in Section F. 15. of the Policy, is amended to read in its entirety as follows:

- "15. 'Messenger' means you, or your relative, or any of your partners or "members", or any "employee", or any natural person authorized by you while having care and custody of property outside the "premises."

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 33  
Named Insured: County of Los Angeles  
Policy No.: [REDACTED]  
Policy Form: COMMERCIAL CRIME POLICY (LOSS SUSTAINED FORM)

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## OMNIBUS NAMED INSURED ENDORSEMENT

In consideration of the premium charged, the term "Named Insured" is amended to include:

1. Any entity which is subject to control by the Insured by reason of operation of such entity through voting control or by written contract.
2. Any entity which is subject to control by the Insured by reason of an ownership interest in such entity in excess of fifty percent (50%).
3. Any entity in which the Insured has an ownership interest of fifty percent (50%) or less:
  - a. if you are legally liable for loss sustained by the entity; or
  - b. but only up to the proportion that your ownership interest in the entity bears to the total interest of all owners, if you are not legally liable for losses sustained by the entity.
4. Any Employee Benefit Plan, sponsored or approved by the Named Insured, whether or not it is required to be bonded under the Employee Retirement Income Security Act of 1974 and any amendments thereto ("ERISA"), or any other employee benefit plan or program which is not subject to ERISA sponsored solely by the Named Insured for the benefit of Employees of the Named Insured.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 34  
Named Insured: County of Los Angeles  
Policy No.: [REDACTED]  
Policy Form: COMMERCIAL CRIME POLICY (LOSS DISCOVERED FORM)

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## PROVIDE AUTOMATIC COVERAGE FOR ACQUIRED ENTITIES

In consideration of the premium charged:

- (1) Section E. Conditions e. Consolidation – Merger or Acquisition of the Bond is amended to read in its entirety as follows:

“e. Consolidation – Merger or Acquisition

- a.** Except as provided in Paragraph **b.** If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:
- (1) You must give us written notice and obtain our written consent to extend the coverage provided by this coverage form/policy to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but
  - (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this coverage form/policy shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided, that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities must occur after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.
- b.** For entities you acquire in which you own greater than 50% of the voting stock or voting rights, coverage under this coverage form/policy shall automatically become effective on the date of such acquisition with no additional premium required for any occurrence causing or contributing to a loss involving the acquired entity taking place at any time, provided the assets of the acquired entity do not exceed twenty-five percent (25%) of your total assets as reflected in your most recent calendar quarter consolidated financial statements immediately preceding the effective date of the coverage form/policy.”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 35  
Named Insured: County of Los Angeles  
Policy No.: [REDACTED]  
Policy Form: COMMERCIAL CRIME POLICY

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## AMEND DEFINITION OF EMPLOYEE ENDORSEMENT

In consideration of the premium charged, the term "Employee," as defined in Section F.7.a.(1). (a) of the Policy, is amended to read in its entirety as follows:

"(a) While in your service and for the first 90 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 36  
Named Insured: County of Los Angeles  
Policy No.: [REDACTED]  
Policy Form: COMMERCIAL CRIME POLICY (LOSS DISCOVERED FORM)

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## INCLUDE DESIGNATED PERSON REQUIRED TO HAVE KNOWLEDGE OF LOSS ENDORSEMENT

This endorsement modifies insurance provided under the Discovery Form version of the following:

COMMERCIAL CRIME POLICY

### SCHEDULE

Position of Designated Person(s):	Risk Management Department
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The introductory paragraph to Section A. Insuring Agreements is replaced by the following:  
Coverage is provided under the following Insuring Agreements for which a Limit Of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by a "designated person" during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition.
  
2. The introductory paragraph of the Duties In The Event Of Loss Condition is replaced by the following:  
After a "designated person" "discovers" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:
  
3. Under the Commercial Crime Coverage Form, Commercial Crime Policy and Employee Theft And Forgery Policy:
  - a. The Extended Period To Discover Loss Condition is replaced by the following:  
We will pay for loss that you sustained prior to the effective date of cancellation of this coverage form/policy which is "discovered" by a "designated person":
    - (1) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this coverage form/policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (2) No later than one year from the date of that cancellation with regard to any "employee benefit plan".

b. Paragraphs (2) and (4) of the Joint Insured Condition are replaced by the following:

- (2) Knowledge possessed or "discovery" made by a "designated person" of any Insured shall constitute knowledge or "discovery" by all Insureds for all purposes of this coverage form/policy.
- (4) If this coverage form/policy or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by a "designated person":
  - (a) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this coverage form/policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
  - (b) No later than one year from the date of that cancellation with regard to any "employee benefit plan".

4. Under the Government Crime Coverage Form, Government Crime Policy and Government Employee Theft And Forgery Policy:

a. The Extended Period To Discover Loss

Condition is replaced by the following:

We will pay for loss that you sustained prior to the effective date of cancellation of this coverage form/policy which is "discovered" by a "designated person" no later than 60 days from the date of that cancellation.

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

b. Paragraphs (2) and (4) of the Joint Insured Condition are replaced by the following:

- (2) Knowledge possessed or "discovery" made by a "designated person" of any Insured shall constitute knowledge or "discovery" by all Insureds for all purposes of this coverage form/policy.
- (4) If this coverage form/policy or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by a "designated person" no later than 60 days from the date of that cancellation.

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

5. Paragraph (1) of the Termination As To Any Employee Condition is replaced by the following:

- (1) As soon as a "designated person" not in collusion with such "employee" learns of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

6. In Section F. Definitions:

a. The definition of "discover" or "discovered" is replaced by the following:

"Discovery", "discover" or "discovered" means the time when a "designated person" first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered by this coverage form/policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discovery", "discover" or "discovered" also means the time when a "designated person" first receives notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances, which, if true, would constitute a loss under this coverage form/policy.

b. The following definition is added:

"designated person" means any person shown in the Schedule above of any Insured.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Endorsement No.: 37  
Named Insured: County of Los Angeles  
Policy No.: [REDACTED]  
Policy Form: Commercial Crime Policy

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## INCONSISTENCY ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that in the event there is an inconsistency between any term or condition of this Policy, which may be modified by an endorsement attached to this Policy, and a state amendatory endorsement attached to this Policy, then, where permitted by law, the Insurer shall apply the terms and conditions which are more favorable to the Insured.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 38  
Named Insured: County of Los Angeles  
Policy No.: [REDACTED]  
Policy Form: COMMERCIAL CRIME POLICY

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## AMEND TERMINATION AS TO ANY EMPLOYEE ENDORSEMENT

In consideration of the premium charged, Section E. Conditions 2.a.(1) of the bond is amended to read in its entirety as follows:

- “(1) As soon as Risk Management Department not in collusion with the "employee," learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you in excess of \$25,000; or”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.: 39  
Named Insured: County of Los Angeles  
Policy No.: [REDACTED]  
Policy Form: COMMERCIAL CRIME POLICY

Effective: April 22, 2021  
12:01 A.M. Standard Time  
Insurer: XL Specialty Insurance Company

## AMEND EXCLUSION D.1.b ENDORSEMENT

In consideration of the premium charged, Section D. Exclusions 1. b. of the Policy is amended to read in its entirety as follows:

- “b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period  
Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act in excess of \$25,000 prior to the effective date of this Policy and you or any of your Risk Management Department, not in collusion with the "employee", learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.”

All other terms, conditions and limitations of this Policy shall remain unchanged.

## GOVERNMENT CRIME POLICY (DISCOVERY FORM)

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

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

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

### A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit Of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.i.:

#### 1. Employee Theft – Per Loss Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

#### 2. Employee Theft – Per Employee Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by each "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

#### 3. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you;  
or

- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- b. If you are sued for refusing to pay any instrument covered in Paragraph 3.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

#### 4. Inside The Premises – Theft Of Money And Securities

We will pay for:

- a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises"; or

- (2) Resulting directly from disappearance or destruction.

- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

- c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

**5. Inside The Premises – Robbery Or Safe Burglary Of Other Property**

We will pay for:

- a. Loss of or damage to "other property":
  - (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
  - (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. Loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

**6. Outside The Premises**

We will pay for:

- a. Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

**7. Computer And Funds Transfer Fraud**

a. We will pay for:

- (1) Loss resulting directly from a fraudulent:
  - (a) Entry of "electronic data" or "computer program" into; or
  - (b) Change of "electronic data" or "computer program" within; any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs **7.a.(1)(a)** and **7.a.(1)(b)**:
    - (i) "Money", "securities" or "other property" to be transferred, paid or delivered; or

- (ii) Your account at a "financial institution" to be debited or deleted.

- (2) Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that account.

- b. As used in Paragraph **7.a.(1)**, fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Insuring Agreement.

**8. Money Orders And Counterfeit Money**

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

- a. Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

**B. Limit Of Insurance**

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit Of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or coverages.

**C. Deductible**

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

**D. Exclusions**

1. This Policy does not cover:

**a. Acts Committed By You**

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

**b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period**

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this Policy and you or any of your officials, not in collusion with the "employee", learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.

**c. Acts Committed By Your Officials, Employees Or Representatives**

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

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement **A.1.** or **A.2.**

**d. Confidential Or Personal Information**

Loss resulting from:

- (1) The disclosure or use of another person's or organization's confidential or personal information; or
- (2) The disclosure of your confidential or personal information. However, this Paragraph **1.d.(2)** does not apply to loss otherwise covered under this Policy that results directly from the use of your confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

**e. Data Security Breach**

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

**f. Governmental Action**

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

**g. Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this Policy including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this Policy; or
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Policy.

**h. Legal Fees, Costs And Expenses**

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.3.**

**i. Nuclear Hazard**

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

**j. Pollution**

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**k. Virtual Currency**

Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

**l. War And Military Action**

Loss or damage resulting from:

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
2. Insuring Agreements **A.1.** and **A.2.** do not cover:
- a. Bonded Employees**  
Loss caused by any "employee" required by law to be individually bonded.
  - b. Inventory Shortages**  
Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
    - (1) An inventory computation; or
    - (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.
  - c. Trading**  
Loss resulting from trading, whether in your name or in a genuine or fictitious account.
  - d. Treasurers Or Tax Collectors**  
Loss caused by any treasurer or tax collector by whatever name known.
3. Insuring Agreements **A.4.**, **A.5.** and **A.6.** do not cover:
- a. Accounting Or Arithmetical Errors Or Omissions**  
Loss resulting from accounting or arithmetical errors or omissions.
  - b. Exchanges Or Purchases**  
Loss resulting from the giving or surrendering of property in any exchange or purchase.
  - c. Fire**  
Loss or damage resulting from fire, however caused, except:
    - (1) Loss of or damage to "money" and "securities"; and
    - (2) Loss from damage to a safe or vault.

**d. Money Operated Devices**

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

**e. Motor Vehicles Or Equipment And Accessories**

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

**f. Transfer Or Surrender Of Property**

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises":
  - (a) On the basis of unauthorized instructions; or
  - (b) As a result of a threat including, but not limited to:
    - (i) A threat to do bodily harm to any person;
    - (ii) A threat to do damage to any property;
    - (iii) A threat to introduce a denial of service attack into any "computer system";
    - (iv) A threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system"; or
    - (v) A threat to disseminate, divulge or utilize:
      - i. Your confidential information;
      - ii. Confidential or personal information of another person or organization; or
      - iii. Weaknesses in the source code within any "computer system".
- (2) However, this exclusion does not apply under Insuring Agreement **A.6.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:
  - (a) Had no knowledge of any threat at the time the conveyance began; or

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

**g. Vandalism**

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

**h. Voluntary Parting Of Title To Or Possession Of Property**

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

**4. Insuring Agreement A.7. does not cover:**

**a. Authorized Access**

Loss resulting from a fraudulent:

- (1) Entry of "electronic data" or "computer program" into; or
- (2) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Insuring Agreement **A.7.b.**

**b. Credit Card Transactions**

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

**c. Exchanges Or Purchases**

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

**d. Fraudulent Instructions**

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

- (1) Transfer, pay or deliver "money", "securities" or "other property"; or
- (2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under Insuring Agreement **A.7.a.(2)** or **A.7.b.**

**e. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

**E. Conditions**

**1. Conditions Applicable To All Insuring Agreements**

**a. Additional Premises Or Employees**

If, while this Policy is in force, you establish any additional "premises" or hire additional "employees", such "premises" and "employees" shall automatically be covered under this Policy. Notice to us of an increase in the number of "premises" or "employees" is not required, and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

**b. Cancellation Of Policy**

- (1) The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- (2) We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
- (3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (4) Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
- (5) If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.



**c. Changes**

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

**d. Concealment, Misrepresentation Or Fraud**

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

- (1) This Policy;
- (2) The property covered under this Policy;
- (3) Your interest in the property covered under this Policy; or
- (4) A claim under this Policy.

**e. Cooperation**

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

**f. Duties In The Event Of Loss**

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.**, **A.2.** or **A.3.**) involves a violation of law, you must also notify the local law enforcement authorities;
- (2) Give us a detailed, sworn proof of loss within 120 days;
- (3) Cooperate with us in the investigation and settlement of any claim;
- (4) Produce for our examination all pertinent records;
- (5) Submit to examination under oath at our request and give us a signed statement of your answers; and
- (6) Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

**g. Employee Benefit Plans**

The employee benefit plans shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.** or **A.2.**, subject to the following:

- (1) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (2) The Deductible Amount applicable to Insuring Agreement **A.1.** or **A.2.** does not apply to loss sustained by any Plan.

**h. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period shown in the Declarations and up to three years afterward.

**i. Extended Period To Discover Loss**

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

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

**j. Inspections And Surveys**

- (1) We have the right to:
  - (a) Make inspections and surveys at any time;
  - (b) Give you reports on the conditions we find; and
  - (c) Recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - (a) Are safe or healthful; or

(b) Comply with laws, regulations, codes or standards.

(3) Paragraphs j.(1) and j.(2) apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**k. Joint Insured**

(1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this Policy. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

(2) If any Insured or official of that Insured has knowledge of any information relevant to this Policy, that knowledge is considered knowledge of every Insured.

(3) An "employee" of any Insured is considered to be an "employee" of every Insured.

(4) If this Policy or any of its coverages are cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you no later than 60 days from the date of that cancellation.

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

(5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.

(6) Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any employee benefit plan for loss sustained by that Plan, shall fully release us on account of such loss.

**l. Legal Action Against Us**

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

(1) Unless you have complied with all the terms of this Policy;

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

(3) Unless brought within two years from the date you "discovered" the loss.

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

**m. Liberalization**

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

**n. Other Insurance**

If other valid and collectible insurance is available to you for loss covered under this Policy, our obligations are limited as follows:

**(1) Primary Insurance**

When this Policy is written as primary insurance, and:

(a) You have other insurance subject to the same terms and conditions as this Policy, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

(b) You have other insurance covering the same loss other than that described in Paragraph n.(1)(a), we will only pay for the amount of loss that exceeds:

(i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

(ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this Policy.

**(2) Excess Insurance**

(a) When this Policy is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this Policy.

(b) However, if loss covered under this Policy is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

**o. Ownership Of Property; Interests Covered**

The property covered under this Policy is limited to property:

- (1) That you own or lease; or
- (2) That is held by you in any capacity; or
- (3) For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

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

**p. Policy Bridge – Discovery Replacing Loss Sustained**

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

(a) We will not pay for any loss that occurred during the policy period of that prior insurance which is discovered by you during such extended period to discover loss, unless the amount of loss exceeds the Limit of Insurance and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this Policy.

(b) However, any payment we make for the excess loss will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit Of Insurance shown in the Declarations. We will not apply the Deductible Amount shown in the Declarations to this excess loss.

(2) **Other Insurance Condition E.1.n.** does not apply to this condition.

**q. Premiums**

The first Named Insured shown in the Declarations:

- (1) Is responsible for the payment of all premiums; and
- (2) Will be the payee for any return premiums we pay.

**r. Records**

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

**s. Recoveries**

(1) Any recoveries, whether effected before or after any payment under this Policy, whether made by us or by you, shall be applied net of the expense of such recovery:

- (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this Policy;
- (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
- (c) Third, to you in satisfaction of any Deductible Amount; and
- (d) Fourth, to you in satisfaction of any loss not covered under this Policy.

(2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (b) Of original "securities" after duplicates of them have been issued.

**t. Territory**

This Policy covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions) and Puerto Rico.

**u. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this Policy may not be transferred without our written consent.

**v. Transfer Of Your Rights Of Recovery Against Others To Us**

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

**w. Valuation – Settlement**

The value of any loss for purposes of coverage under this Policy shall be determined as follows:

**(1) Money**

Loss of "money" but only up to and including its face value.

**(2) Securities**

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

- (a)** Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
- (b)** Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
  - (i)** Market value of the "securities" at the close of business on the day the loss was "discovered"; or
  - (ii)** Limit of Insurance applicable to the "securities".

**(3) Property Other Than Money And Securities**

- (a)** Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
  - (i)** The Limit of Insurance applicable to the lost or damaged property;
  - (ii)** The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
  - (iii)** The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- (b)** We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph **w.(3)(a)**:
  - (i)** Until the lost or damaged property is actually repaired or replaced; and
  - (ii)** Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.
- (c)** Any property that we pay for or replace becomes our property.

**2. Conditions Applicable To Insuring Agreements A.1. And A.2.**

**a. Indemnification**

We will indemnify any of your officials who are required by law to give individual bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Insurance.

**b. Termination As To Any Employee**

These Insuring Agreements terminate as to any "employee":

**(1) As soon as:**

**(a)** You; or

**(b)** Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you; or

**(2)** On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

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

**c. Territory**

We will pay for loss caused by any "employee" while temporarily outside the territory specified in Territory Condition **E.1.t.** for a period of not more than 90 consecutive days.

**3. Conditions Applicable To Insuring Agreement A.3.**

**a. Deductible Amount**

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.3.**

**b. Electronic And Mechanical Signatures**

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

**c. Proof Of Loss**

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

**d. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.t.** does not apply to Insuring Agreement **A.3.**

**4. Conditions Applicable To Insuring Agreements A.5. And A.6.**

**a. Armored Motor Vehicle Companies**

Under Insuring Agreement **A.6.**, we will only pay for the amount of loss you cannot recover:

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

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

**b. Special Limit Of Insurance For Specified Property**

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

**5. Conditions Applicable To Insuring Agreement A.7.**

**a. Special Limit Of Insurance For Specified Property**

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

**b. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.t.** does not apply to Insuring Agreement **A.7.**

**F. Definitions**

**1.** "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".

**2.** "Computer system" means:

**a.** Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;

**b.** Systems and applications software; and

**c.** Related communications networks;

by which "electronic data" is collected, transmitted, processed, stored or retrieved.

3. "Counterfeit money" means an imitation of "money" which is intended to deceive and to be taken as genuine.

4. "Custodian" means you, or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.

5. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this Policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this Policy.

6. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. "Employee":

a. Means:

(1) Any natural person:

(a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";

(b) Whom you compensate directly by salary, wages or commissions; and

(c) Whom you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee", as defined in Paragraph 7.a.(1), who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you;

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph 7.a.(2);

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan; or

(b) Your official while that person is engaged in handling "money", "securities" or "other property" of any employee benefit plan;

(5) Any natural person who is a former official, "employee" or trustee retained by you as a consultant while performing services for you; and

(6) Any natural person who is a guest student or intern pursuing studies or duties.

b. Does not mean:

Any agent, independent contractor or representative of the same general character not specified in Paragraph 7.a.

8. "Financial institution" means:

a. With regard to Insuring Agreement A.4.:

(1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or

(2) An insurance company.

b. With regard to Insuring Agreement A.7.:

(1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;

(2) An insurance company; or

(3) A stock brokerage firm or investment company.

c. Other than Insuring Agreements A.4. and A.7., any financial institution.

9. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution" as defined in Paragraph F.8.a.

10. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
11. "Fraudulent instruction" means:
- a. With regard to Insuring Agreement **A.7.a.(2)**:
    - (1) A computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or
    - (2) A written instruction (other than those covered under Insuring Agreement **A.3.**) issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.
  - b. With regard to Insuring Agreement **A.7.b.**:  
A computer, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.
12. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".
13. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value;
  - b. Traveler's checks and money orders held for sale to the public; and
  - c. In addition, includes:
    - (1) Under Insuring Agreements **A.1.**, **A.2.** and **A.3.**, deposits in your account at any "financial institution"; and
    - (2) Under Insuring Agreement **A.7.**, deposits in your account at a "financial institution" as defined in Paragraph **F.8.b.**
14. "Occurrence" means:
- a. Under Insuring Agreement **A.1.**:
    - (1) An individual act;
    - (2) The combined total of all separate acts whether or not related; or
    - (3) A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.
  - b. Under Insuring Agreement **A.2.**:
    - (1) An individual act;
    - (2) The combined total of all separate acts whether or not related; or
    - (3) A series of acts whether or not related; committed by each "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.
  - c. Under Insuring Agreement **A.3.**:
    - (1) An individual act;
    - (2) The combined total of all separate acts whether or not related; or
    - (3) A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, before such Policy Period or both.
  - d. Under all other Insuring Agreements:
    - (1) An individual act or event;
    - (2) The combined total of all separate acts or events whether or not related; or
    - (3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, before such Policy Period or both.

15. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded under this Policy.
16. "Premises" means the interior of that portion of any building you occupy in conducting your business.
17. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
  - a. Caused or threatened to cause that person bodily harm; or
  - b. Committed an obviously unlawful act witnessed by that person.
18. "Safe burglary" means the unlawful taking of:
  - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
  - b. A safe or vault from inside the "premises".
19. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
  - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;  
but does not include "money".
20. "Theft" means the unlawful taking of property to the deprivation of the Insured.
21. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":
  - a. By means of computer, telefacsimile, telephone or other electronic instructions; or
  - b. By means of written instructions (other than those covered under Insuring Agreement A.3.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
22. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.





ZURICH®

# Excess Select Crime Insurance Policy Declarations

1299 Zurich Way  
Schaumburg, Illinois 60196-1056  
(The "Underwriter")

**THIS POLICY FOLLOWS THE TERMS, CONDITIONS, AND LIMITATIONS OF THE FOLLOWED POLICY. DEFINED TERMS APPEAR IN BOLD AND HAVE THE MEANING SET FORTH IN THE POLICY. PLEASE READ THIS POLICY CAREFULLY.**

Policy Number: [REDACTED]

Item 1. **Policyholder** and Mailing Address: The County of Los Angeles  
320 W. Temple Street, 7<sup>th</sup> Floor  
Los Angeles, CA 90012

Item 2. Limit of Insurance: \$10,000,000

Item 3. **Underlying Insurance:**

**A. Followed Policy:**

Insurer	Policy Number	Limit of Insurance
XL Specialty Insurance Company	[REDACTED]	\$10,000,000

**B. Other Policy(ies):**

Insurer	Policy Number	Limit of Insurance	Attachment

Item 4. **Policy Period:** From: 12:01 A.M. on 04/22/2021 To: 12:01 A.M. on 04/22/2022  
Policy incept and expires at the local time at the address shown in Item 1.

Item 5. Endorsements Effective at Inception: U-CRXS-100-A CW (05/16) ; U-CRXS-106-A CW (05/16) ;  
CR 25 19 (08/13)

Item 6. Notice to Underwriter:

- |  |   |
|--|---|
| <p>A. Address for Notice of Claim or Potential Claim<br/>Attn: Zurich North America – MSG Claims<br/>P.O. Box 968041<br/>Schaumburg, IL 60196-8041<br/>Fax: 866-255-2962<br/>Email: msgclms@zurichna.com</p> | <p>B. Address for All Other Notices<br/>Attn: Jenna Lott<br/>600 Red Brook Blvd., Ste. 600<br/>Owings Mills, MD 21117</p> |
|--|---|

Item 7. Premium: \$74,838



# Excess Select Crime Insurance Policy

In consideration of payment of the premium and in reliance upon the statements made and information furnished to the Underwriter and to the Insurers of the **Underlying Insurance**, including the statements made in the application and its attachments and any material submitted therewith, all of which are made a part hereof, and subject to the Declarations, limitations, conditions, provisions, and other terms of this Policy (including any endorsements hereto), the Underwriter, the **Policyholder** and the **Insureds** agree as follows:

## I. INSURING CLAUSE

The Underwriter shall provide the **Insureds** with insurance coverage during the **Policy Period** excess of the **Underlying Insurance**. Coverage under this Policy shall attach only after:

- A. all the Limit(s) of Insurance of the **Underlying Insurance** have been exhausted solely as a result of the actual payment of covered loss(es); or
- B. the **Insured** and/or any other insurer(s), entity(ies), or individual(s) on behalf of the **Insured** has paid up to the full Limits of Insurance for covered loss(es), and satisfied any applicable deductible or retention amount(s) of the **Underlying Insurance**, if any **Underlying Insurance** fails to pay covered loss(es).

Coverage under this Policy shall apply in conformance with and subject to the limitations, conditions, provisions, and other terms of the **Followed Policy**. In no event shall coverage under this Policy be broader than coverage under any **Underlying Insurance**.

In the event of exhaustion of all the Limits of Insurance of the **Underlying Insurance** solely as a result of the payment of covered loss(es), this Policy shall continue in force as primary or governing insurance excess of the applicable deductible or retention amount(s) of the **Underlying Insurance**, which shall be applied to any subsequent covered loss as specified in the **Followed Policy**.

## II. DEFINITIONS

When used in this Policy, the terms below are defined as follows:

- A. **Insured**, either singular or plural, means the **Policyholder** and those organizations designated as insureds under the **Followed Policy**.
- B. **Policyholder** means the organization designated in Item 1. of the Declarations of this Policy.
- C. **Policy Period** means the period of time specified in Item 4. of the Declarations of this Policy.
- D. **Followed Policy** means the policy or bond, including any endorsements or riders, designated in Item 3.A. of the Declarations of this Policy.
- E. **Underlying Insurance** means all of the policy(ies) or bonds, including any endorsements or riders, designated in Item 3. of the Declarations of this Policy.

## III. LIMIT OF INSURANCE

The amount set forth in Item 2. of the Declarations shall be the Underwriter's maximum liability for any one loss under this Policy covered by the **Underlying Insurance** in effect during the **Policy Period**.

Any coverage under the **Underlying Insurance** that provides a Limit of Insurance that is less than the Limit of Insurance stated in Item 3. of the Declarations for such **Underlying Insurance** ("Sublimit of Insurance") shall not trigger coverage under this Policy upon exhaustion of the Sublimit of Insurance; provided, however, any actual payment of covered loss(es) made under any **Underlying Insurance** on account of any loss for which coverage is subject to a Sublimit of Insurance shall be recognized by the Underwriter as reducing the Limit(s) of Insurance designated in Item 3. of the Declarations.

## IV. CONDITIONS

- A. Reporting and Notice – As a condition precedent to exercising any rights under this Policy, the **Policyholder** shall give the Underwriter written notice of any loss or of an occurrence which may become a loss and proof of loss

under this Policy or any **Underlying Insurance** in the same manner required by the terms and conditions of the **Followed Policy**. Notwithstanding the foregoing, notice to the insurer(s) of any **Underlying Insurance** does not constitute notice to the Underwriter. Written notice of loss shall be provided to the Underwriter at the address set forth in Item 6.A. of the Declarations.

The Underwriter shall be given notice in writing to the address set forth in Item 6.B. of the Declarations as soon as practicable in the event of (i) termination of any **Underlying Insurance**, (ii) any additional or return premiums charged or allowed in connection with any **Underlying Insurance**, or (iii) any alteration of any provision of any **Underlying Insurance**.

- B. Alteration – No change in, modification of, or assignment of interest under this Policy shall be effective except when made by endorsement to this Policy by an authorized representative of the Underwriter. To the extent any **Underlying Insurance** is modified or altered, the Underwriter shall not recognize any new or modified coverage to which it has not consented to in writing.
- C. Maintenance of **Underlying Insurance** – As a condition precedent to coverage under this Policy, the **Policyholder** agrees to maintain the **Underlying Insurance** during the **Policy Period** in full effect with solvent insurers. To the extent such **Underlying Insurance** is not maintained, then the **Policyholder** shall be deemed self-insured for the amount of the Limit(s) of Insurance of any such **Underlying Insurance**.
- D. Claim Participation – The Underwriter may, at its sole discretion, elect to participate in the investigation, defense or settlement of any claim covered by this Policy even if the **Underlying Insurance** has not been exhausted and the **Insured** shall give the Underwriter such information and cooperation as it may reasonably require.
- E. Subrogation/Recoveries – In the event of any payment under this Policy, the Underwriter shall be subrogated to all the **Insured's** rights of recovery against any person or organization to the extent of such payment, and the **Insured** shall execute and deliver agreements, instruments and papers that are requested and do whatever is necessary to secure such rights.

Any amounts recovered after payment of loss hereunder shall be apportioned in the inverse order of payment by the Underwriter and the insurers of any **Underlying Insurance** to the extent of actual payments, the balance shall be paid to the **Policyholder**. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

Endorsement #



# Follow Form Endorsement

(Drop-Down on Sublimit of Insurance)

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
██████████	04/22/2021	04/22/2022			

**Policyholder:** The County of Los Angeles

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Excess Select Crime Insurance Policy**

It is agreed that:

Solely for purposes of this endorsement and with respect to the coverage provided by CR2519 Faithful Performance of the **Followed Policy**:

I. Item 2 of the Declarations is replaced with the following:

Item 2. Limit of Insurance: \$2,000,000

This Limit of Insurance shall be part of and not in addition to the Limit of Insurance available for all other loss under this Policy.

II. Item 3 of the Declarations is replaced with the following:

Item 3. **Underlying Insurance:**

A. **Followed Policy:**

Insurer	Policy Number	Limit of Insurance
XL Specialty Insurance Company	██████████	\$10,000,000

B. Other Policy(ies):

Insurer	Policy Number	Limit of Insurance	Attachment

III. The following is added to Section III. LIMIT OF INSURANCE:

Notwithstanding the foregoing, this Policy shall provide excess coverage and follow form to CR 2519 Faithful Performance of the **Followed Policy**. The maximum Limit of Insurance for such excess coverage shall be the amount set forth in this endorsement above, which shall be part of and not in addition to the Limit of Insurance available for all other loss under this Policy.

All other terms, conditions, provisions and exclusions of this Policy remain the same.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES

This endorsement modifies insurance provided under the following:

- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

and applies to the Insuring Agreements designated below:

### SCHEDULE

	Insuring Agreement	Limit Of Insurance
<input checked="" type="checkbox"/>	<b>Employee Theft – Per Loss Coverage</b>	<b>\$ 2,000,000</b>
<input type="checkbox"/>	<b>Employee Theft – Per Employee Coverage</b>	<b>\$</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** The following is added to the Employee Theft Insuring Agreement designated above:

We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit Of Insurance shown in the Schedule. That Limit is part of, not in addition to, the Limit Of Insurance shown in the Declarations.

**B.** The following exclusions are added to Section **D.2. Exclusions:**

- a.** Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
- b.** Damages for which you are legally liable as a result of:
  - (1)** The deprivation or violation of the civil rights of any person by an "employee"; or
  - (2)** The tortious conduct of an "employee", except the conversion of property of other parties held by you in any capacity.

**C.** The **Indemnification** Condition is replaced by the following:

**Indemnification**

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

**D.** Paragraph **(1)** of the **Termination As To Any Employee** Condition is replaced by the following:

**(1)** As soon as:

- (a)** You; or
- (b)** Any official or employee authorized to manage, govern or control your "employees" not in collusion with the "employee";

learns of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee Theft Insuring Agreement, as amended by this endorsement; or

- E. The coverage provided by this endorsement does not apply to any employee benefit plan covered under the Employee Theft Insuring Agreement shown in the Schedule.

# Disclosure Statement



## NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company  
and its underwriting subsidiaries.

## Disclosure Statement



It is our pleasure to present the enclosed policy to you  
for presentation to your customer.

**INSTRUCTION TO AGENT OR BROKER:**

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER  
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.



# SANCTIONS EXCLUSION ENDORSEMENT



## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

### **SANCTIONS EXCLUSION**

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

## **ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**



**IMPORTANT NOTICE  
FIDELITY CRIME DIVISION CLAIMS**

**Should this account have a potential claim situation, please contact:**

**Fidelity & Crime Claims Department  
Great American Insurance Group  
Five Waterside Crossing  
Windsor, CT 06095**

**(860) 298-7330**

**(860) 688-8188 fax**

**[CrimeClaims@gaig.com](mailto:CrimeClaims@gaig.com)**

**IMPORTANT INFORMATION TO POLICYHOLDERS  
CALIFORNIA**

**TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT**

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

Great American Insurance Group  
Administrative Offices  
301 East 4th Street  
Cincinnati, OH 45202

Or you may call the toll-free telephone number for information or to make a complaint at:

**1-800-972-3008**

If you have a problem with your insurance company, its agent or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

California Department of Insurance  
Consumer Services Division  
300 South Spring Street, South Tower  
Los Angeles, California 90013  
  
1-800-927-4357  
213-897-8921 (if calling from within the Los Angeles area)  
1-800-482-4833 (TDD Number)

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.

**ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.

**EXCESS FOLLOW FORM CERTIFICATE****Great American Insurance Company  
(herein called COMPANY)**

Policy No.: [REDACTED]

Named Insured: The County of Los Angeles  
(herein called Insured)Address: 320 W Temple St  
7th Floor  
Los Angeles, CA 90012

The COMPANY, in consideration of an agreed premium, and in reliance upon the statements and information furnished to the COMPANY by the INSURED, and subject to the terms and conditions of the underlying coverage scheduled in Item 3. below, as excess and not contributing insurance, agrees to pay the INSURED for loss which:

- (a) Would have been paid under the Underlying but for the fact that such loss exceeds the limit of liability of the Underlying Carrier(s) listed in Item 3., and
- (b) for which the Underlying Carrier(s) has (have) made payment, and the Insured has collected, the full amount of the expressed limit of the Underlying Carrier's(s) liability.

Item 1. Policy Period: from 12:01 a.m. on 04/22/2021 to 12:01 a.m. on 04/22/2022  
(inception) (expiration)

Item 2. Single Loss Limit of Liability at Inception: \$ 2,000,000

Coverage(s) Provided:

Employee Theft - Per Loss; Computer And Funds Transfer Fraud

Item 3. Underlying Coverage Schedule:

**A)** Company: XL Specialty Insurance Company  
Single Loss Limit: \$ 10,000,000  
Deductible Amount: \$ 1,000,000  
Policy Number: [REDACTED]  
Policy Period: from 12:01 a.m. on 04/22/2021 to 12:01 a.m. on 04/22/2022

**B)** Company: Zurich American Insurance Company  
Single Loss Limit: \$ 10,000,000  
Attachment Point: \$ 10,000,000  
Policy Number: [REDACTED]  
Policy Period: from 12:01 a.m. on 04/22/2021 to 12:01 a.m. on 04/22/2022

Item 4. Coverage provided by this Policy is subject to the following attached Endorsement(s): 1,2 and 3

Item 5. By acceptance of this Coverage Part, you give us notice canceling prior Policy No. [REDACTED] the cancellation to be effective at the same time this Coverage Part become effective.

**ENDORSEMENT NO. 1****EXCLUDE ALL SUB-LIMITED COVERAGE(S)**

To be attached to and form part of **Excess Follow Form Certificate**

Policy No.: [REDACTED]

In favor of: The County of Los Angeles

It is agreed that:

1. Coverage provided by this Policy shall not respond as excess over any sub-limited coverage(s) that are part of the Underlying Policy(s).
2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as stated herein.
3. This Endorsement shall become effective as of 12:01 a.m. on 04/22/2021 standard time.

**ENDORSEMENT NO. 2****CALIFORNIA PREMIUM ENDORSEMENT**

To be attached to and form part of **Excess Follow Form Certificate**

Policy No.: [REDACTED]

In favor of: The County of Los Angeles

It is agreed that:

1. In compliance with the ruling of the Commission of Insurance of the State of California and the opinion of the Attorney General of that State requiring that the premium for all Bonds or Policies be endorsed thereon, the basic premium charged for the attached Policy for the policy period:

From: 04/22/2021

To: 04/22/2022

Is: and 00/100 Dollars  
\$7,333.00

2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as stated herein.
3. This Endorsement shall become effective as of 12:01 a.m. on 04/22/2021 standard time.



**ENDORSEMENT NO. 3**

**Faithful Performance Exclusion**

To be attached to and form part of **Excess Follow Form Certificate**

Policy No.: [REDACTED]

In favor of: The County of Los Angeles

It is agreed that:

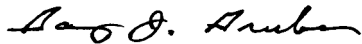
The Excess Follow Form does not cover Faithful Performance of Duty Coverage for Government Employees.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as stated herein.

This Endorsement shall become effective as of 12:01 a.m. on 04/22/2021 standard time.

**IN WITNESS CLAUSE**

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.



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PRESIDENT



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SECRETARY

**Policy No.** [REDACTED]  
**Effective Date of Change** 04/22/2021

**POLICY CHANGES**

**NAMED INSURED** The County of Los Angeles  
**AND ADDRESS:** 320 W Temple St  
7th Floor  
Los Angeles, CA 90012

**THIS ENDORSEMENT  
CHANGES THE POLICY.**

**PLEASE READ IT  
CAREFULLY.**

**AGENT'S NAME AND ADDRESS:**  
Willis Towers Watson Ins West  
801 S Figueroa St  
Ste 800  
Los Angeles, CA 90017

Insurance is afforded by the Company named below, a Capital Stock Corporation:  
Great American Insurance Company

**POLICY PERIOD:** From 04/22/2021 To 04/22/2022  
12:01 A.M. Standard Time at the address of the Named Insured

Amend Premium Endorsement

**FORMS AND ENDORSEMENTS hereby added:**

**FORMS AND ENDORSEMENTS hereby amended:**  
CXS1009 05-14

**FORMS AND ENDORSEMENTS hereby deleted:**

**ENDORSEMENT NO. 2**

**CALIFORNIA PREMIUM ENDORSEMENT**

To be attached to and form part of **Excess Follow Form Certificate**

Policy No.: [REDACTED]

In favor of: The County of Los Angeles

It is agreed that:

1. In compliance with the ruling of the Commission of Insurance of the State of California and the opinion of the Attorney General of that State requiring that the premium for all Bonds or Policies be endorsed thereon, the basic premium charged for the attached Policy for the policy period:

From: 04/22/2021

To: 04/22/2022

Is: Seven Thousand Three Hundred Thirty Three and 00/100 Dollars  
\$7,333.00

2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as stated herein.
3. This Endorsement shall become effective as of 12:01 a.m. on 04/22/2021 standard time.