



## COMBINATION CRIME ENDORSEMENT

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

For an additional premium, *we* provide coverage under this endorsement subject to the *terms* contained in the General Policy Provisions.

Policy No. \_\_\_\_\_  
*Named Insured* \_\_\_\_\_

Amounts of Insurance: Agreement 1 \$ \_\_\_\_\_ Agreement 2 \$ \_\_\_\_\_ Agreement 3 \$ \_\_\_\_\_

### WHAT WE PAY FOR

*We* pay up to the amount of insurance stated on each Agreement for covered loss incurred by *you*, for:

**Agreement 1. Employee Dishonesty Coverage**-meaning *loss* of *money*, *securities* or other *business* property that *you* incur through any fraudulent or dishonest acts committed by *your employees*, acting alone or in collusion with others.

**Agreement 2. Loss Inside the Insured Premises**-meaning *loss* of *money* or *securities* by their destruction, disappearance or wrongful abstraction from within the *premises* or within any *banking premises* or similar recognized places of safe deposit. This agreement does not include any loss caused by *employee* dishonesty.

**Agreement 3. Loss Outside the Insured Premises**-meaning *loss* of *money* or *securities* by their destruction, disappearance or wrongful abstraction outside the *premises* while being conveyed by a *messenger* or any Armored Motor Vehicle Company. This agreement does not include any *loss* caused by *employee* dishonesty.

From each adjusted claim for *loss* or damage in a single *occurrence*, *we* will deduct \$ \_\_\_\_\_.  
Name and address of prior Surety; number and expiration date of replaced bond \_\_\_\_\_

### DEFINITIONS

**Banking Premises** means the interior of that portion of any building occupied by a banking institution in the conduct of its *business* as a bank.

**Employee** means a natural person engaged in the service usual to *your business* operations and to whom *you* pay salary, wages or commission. *You* have the exclusive right to direct this person in the performance of the job. This definition excludes any broker, factor, commission merchant, consignee, contractor or other agent or representative.

**Loss** includes damage.

**Messenger** means *you*, a partner, an officer or any authorized *employee* who has care and custody of *your* property outside *your premises*.

**Money** means currency, coins, bank notes and bullion; and travelers checks, register checks and *money* orders held for sale to the public.

**Premises** means the interior portion of any building at the location designated on the Declaration Page which is occupied by *you* in conducting *your business*.

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

## WHAT WE DO NOT PAY FOR

This endorsement does not apply:

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

## Special Conditions Applicable to Agreement 1-Employee Dishonesty

This endorsement does not apply:

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

## General Conditions Applicable to Agreement 1-Employee Dishonesty

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **GENERAL CONDITIONS APPLICABLE TO THIS ENDORSEMENT**

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