## Insuring Agreement A: Employee Dishonesty

Covers loss resulting directly from dishonest or fraudulent acts committed by an Employee acting alone or in collusion with others, with the intent to either (1) cause the Insured to sustain such loss or (2) gain a financial benefit for him/herself or others. If some or all of the loss results directly or indirectly from trading, that portion of the loss is not covered unless the Employee has both the intent to cause the Insured such loss and gains an improper financial benefit. If some or all of the loss results directly or indirectly from Loan transactions, that portion of the loss is not covered unless the Employee (1) has the intent to cause the Insured such loss, (2) gains an improper financial benefit, and (3) is in collusion with one or more parties to the transaction.

# B Insuring Agreement B: Loss Inside the Premises

Covers loss of Property resulting directly from robbery, burglary, misplacement, mysterious unexplainable disappearance, damage, or destruction; or theft, false pretenses, common-law or statutory larceny, committed by a person physically present in an office or Premises of the Insured, while the Property is lodged or deposited within offices or Premises located anywhere. 'Premises' includes the Depository Trust Company of New York for central handling of Certificated and Uncertificated Securities. It also covers loss or damage to the Insured's furnishings, fixtures, supplies or equipment as a result of larceny, theft, hold-up, burglary, or robbery.

## **L** Insuring Agreement C: Loss While in Transit

Covers loss of Property resulting directly from robbery, common-law or statutory larceny, theft, misplacement, mysterious unexplainable disappearance, and damage thereto or destruction thereof, while the Property is in transit anywhere in the custody of a messenger or Transportation Company. However, the type of Property covered is limited with respect to a Transportation Company transporting Property in a conveyance other than an armored motor vehicle.

Insuring Agreement D: Forgery, Counterfeit, Alteration and Fraudulent Instructions

Covers loss resulting directly from Forgery, counterfeiting, or alteration of, on or in any instrument specified in the Insuring Agreement. Coverage extends to Forgery or alteration of written instructions or advices and Forgery or alteration of Substitute Checks. Optional coverages available include:

Unauthorized Signature Coverage, which covers losses resulting directly from accepting, paying, or cashing
any Negotiable Instruments or Withdrawal Orders which bear signatures or endorsements of persons not
authorized to sign on the account. The Insured must have on file the signatures of all person authorized to
sign such Negotiable Instruments or Withdrawal Orders.

# E Insuring Agreement E: Forgery and Alteration of Securities and Other Instruments

Covers loss resulting directly from the Insured having, in good faith, for its own account or for the account of others, acquired, sold or delivered, or given value, extended credit or assumed liability, on the faith of any original instrument specified in the Insuring Agreement which proves to bear a forged signature or which has been altered, lost, or stolen. Optional coverages available include:

• Loan Participation, which allows the Insured to rely upon the instrument in question without having actual physical possession of the instrument if a correspondent bank or other representative is authorized to possess the instrument on behalf of the Insured.



# F Insuring Agreement F: Counterfeit Money

Covers loss resulting directly from the receipt by the Insured, in good faith, of any counterfeit or altered Money issued or purported to have been issued by any lawful government.

## **G** Insuring Agreement G: Fraudulent Mortgages—Defective Signatures

Covers loss through the Insured having in good faith acted upon any real property mortgages or like instruments which prove to be defective because the signature thereon was obtained through trick, artifice, fraud or false pretenses.

# Insuring Agreement H: Stop Payment Orders or Wrongful Dishonor of Checks Legal Liability

Indemnifies the Insured for legally imposed damages as the result of compliance or failure to comply with any notice to stop pay, refusal to pay, or failure to give proper notice to dishonor.

Insuring Agreement I: Transit Cash Letters

Covers loss resulting directly from the physical destruction or other loss of an item enclosed in a Transit Cash Letter provided such item is still missing 21 days after the Insured learns that the item has not arrived at the destination. Includes overtime wages and other reasonable expenses incurred in replicating the Transit Cash Letter.

### Insuring Agreement J: Automated Teller Machines

Covers loss of Property within any Automated Teller Machines caused by burglary, damage, or destruction. Coverage includes ATMs that are either attached or unattached to an Insured Premises. Coverage extends to loss suffered by a customer who is robbed while transacting business at a covered ATM.

# Insuring Agreement K: Electronic/Computer Systems Fraud

Covers loss resulting directly from an intentional, unauthorized, and fraudulent entry of Electronic Data or Computer Programs into, or change of Electronic Data or Computer Programs within, Computer Systems under the Insured's direct control. Causes of loss may include damage or destruction due to a virus or hacker, or theft of Property by a hacker. Optional coverages available include:

- Telefacsimile, Email and Voice Instruction Transactions Coverage, which covers the transfer of funds in reliance upon fraudulent instructions received via fax, email, or phone. For transfers greater than the Bond deductible amount, the instruction must be verified by a call back or other Electronic verification procedure.
- Electronic Notes Fraud Coverage, which covers loss resulting directly from the Insured having acquired, sold, delivered, or given value, extended credit or assumed liability, on the faith of any Electronic Note (as defined in the federal Electronic Signatures in Global and National Commerce Act) originated by the Insured.
- Remote Access Voice Computer System (PBX) Telephone Fraud Coverage, which covers loss resulting directly
  from an intentional, unauthorized and fraudulent access to outgoing long distance telephone service from a
  remote location.

### **Insuring Agreement L: Restoration Costs of Electronic Information**

Covers reasonable expenses incurred and/or fees paid by the Insured for the verification and substantial restoration of Electronic Data and Computer Programs that have been intentionally and fraudulently damaged or destroyed by an Employee or other third party.



# Insuring Agreement M(1): Legal Liability of Depository

Covers loss which the Insured shall become legally obligated to pay by reason of liability for loss of customers' Property while located in a safe deposit box within a vault or self-service storage box on Insured Premises.

### Insuring Agreement M(2): Loss of Customer's Property

Covers loss of customers' Property located within safe deposit boxes inside a vault on the Insured's Premises, caused by burglary, robbery, damage, or destruction; provided that the loss is included within the Insured's proof of loss.

N

### Insuring Agreement N: Kidnap and Extortion Including Cyber Extortion Threats

Provides worldwide coverage for loss of Property surrendered by an Insured as a result of an extortion threat communicated to the Insured to do bodily harm to an Insured Person or Guest of any Insured Persons, to do damage to the Premises or Property of the Insured, or to perpetrate a Cyber Extortion Threat, as well as expenses associated with the loss. Cyber Extortion Threats include threats to introduce a virus into or initiate an attack on the Insured's Computer System, damage or destroy Electronic Data, or disclose private customer information.

## Insuring Agreement O: Check-Kiting Fraud

Provides coverage for a Check-Kiting scheme which is committed with the intent to defraud the Insured and the Insured is deceived by such scheme.

## Ρ

### Insuring Agreement P: Servicing Contractors

Covers loss through any dishonest or fraudulent act committed by any Servicing Contractor. A Servicing Contractor is defined as a person or entity authorized by the Insured to: collect and record payments and establish tax and insurance escrow accounts on real estate mortgages made, held, or assigned to the Insured; or manage real property owned by or under the control of the Insured.

## Insuring Agreement Q: Employee Benefit Plan(s)

Covers loss resulting directly from any fraudulent or dishonest acts related to an Employee Benefit Plan committed by any Employee of the Insured, or any trustee, director, officer, or employee of any third-party administrator or custodian.

# R Insuring Agreement R: Claims and Audit Expense

Provides for reasonable expenses necessarily incurred and paid by the Insured in preparing a claim for a loss covered under Insuring Agreement (A) Employee Dishonesty.

The summaries contained in this document are for informational purposes only. Please refer to the actual policy for exact coverage descriptions and limits; exclusions and deductibles apply. Coverages are subject to policy terms and conditions. Some of the words used in this document are defined terms within the policy. Refer to the actual policy for the definitions. To learn more, visit intactspecialty.com/financial-services.



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