

POLICYHOLDER NOTICE

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National Union Fire Insurance Company of Pittsburgh, Pa.

A capital stock company

POLICY NUMBER: 01-544-10-04

REPLACEMENT OF POLICY NUMBER: 01-606-08-20

CRIME AND FIDELITY
CR DS 04 08 07

**GOVERNMENT CRIME
POLICY DECLARATIONS**

In Return For The Payment Of The Premium, And Subject To All The Terms And Conditions Of This Policy, We Agree With You To Provide The Insurance As Stated In This Policy.

Coverage Is Written:

Primary

Excess

Coindemnity

Concurrent

Company Name Area:	<i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	
Producer Name Area:	<i>ALLIANT INSURANCE SERVICES, INC. 1301 DOVE ST NEWPORT BEACH, CA 92660-2412</i>	
Named Insured:	<i>MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As endorsed)</i>	
	<i>(including any Employee Welfare or Benefit Plans)</i>	
Mailing Address:	<i>c/o ALLIANT INSURANCE SERVICES 1301 DOVE ST, STE 200 NEWPORT BEACH, CA 92660</i>	
	Policy Period	
From:	<i>July 1, 2020</i>	
To:	<i>July 1, 2021</i>	<i>12:01 A.M. at your mailing address shown above.</i>

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CR DS 04 (08/07)

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Theft – Per Loss Coverage	<i>PER SCHEDULE</i>	<i>PER SCHEDULE</i>
2. Employee Theft – Per Employee Coverage	<i>Not Covered</i>	
3. Forgery Or Alteration	<i>PER SCHEDULE</i>	<i>PER SCHEDULE</i>
4. Inside The Premises – Theft Of Money And Securities	<i>PER SCHEDULE</i>	<i>PER SCHEDULE</i>
5. Inside The Premises – Robbery Or Safe Burglary Of Other Property	<i>PER SCHEDULE</i>	<i>PER SCHEDULE</i>
6. Outside The Premises	<i>PER SCHEDULE</i>	<i>PER SCHEDULE</i>
7. Computer Fraud	<i>PER SCHEDULE</i>	<i>PER SCHEDULE</i>
8. Funds Transfer Fraud	<i>PER SCHEDULE</i>	<i>PER SCHEDULE</i>
9. Money Orders And Counterfeit Money	<i>PER SCHEDULE</i>	<i>PER SCHEDULE</i>

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

Endorsements Forming Part Of This Policy When Issued:
#1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17, #18, #19, #20, #21, #22, #23, #24, #25, #26, #27, #28, #29, #30, #31, #32, #33, #34, #35, #36, #37, #38, #39, #40, #41, #42, #43, #44, #45, #46, #47, #48, #49, #50, #51, #52, #53, #54, #55, #56, #57, #58, #59, #60, #61, #62, #63, #64, #65, #66, #67, #68, #69, #70, #71, #72, #73, #74, #75, #76, #77, #78, #79, #80, #81, #82 and #83

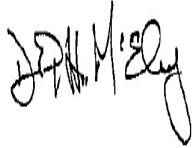
Cancellation Of Prior Insurance Issued By Us:
By acceptance of this Policy you give us notice cancelling prior policy *01-606-08-20* ; the Nos.
cancellation to be effective at the time this Policy becomes effective.

Premium: *\$1,560,504*

Countersignature Of Authorized Representative

Name:
Title:
Signature:
Date:

IN WITNESS WHEREOF, the **Insurer** has caused this Policy to be signed by its President, Secretary and Authorized Representative. This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.



PRESIDENT
National Union Fire Insurance Company of
Pittsburgh, Pa.

SECRETARY
National Union Fire Insurance Company of
Pittsburgh, Pa.



AUTHORIZED REPRESENTATIVE

COUNTERSIGNED AT	DATE	COUNTERSIGNATURE
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ALLIANT INSURANCE SERVICES, INC.
1301 DOVE ST SUITE 200
NEWPORT BEACH, CA 92660

7077488

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CR DS 04 (08/07)

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 is in addition to the Limit of Insurance applicable to this Insuring Agreement.

4. Inside The Premises – Theft Of Money And Securities

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

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

- (2) Resulting directly from disappearance or destruction.

b. We will pay for 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. We will pay for 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

- a. We will pay for 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. We will pay for 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. We will pay for 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

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for 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 Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

8. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

9. Money Orders And Counterfeit Money

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

- a. Money orders issued by any post office, express company or bank 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 Of Employees Learned Of By You Prior To The Policy Period

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

c. Acts Of 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 Information

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or

- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Governmental Action

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

f. 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.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

g. 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.**

h. Nuclear Hazard

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

i. 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.

j. 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 semi-trailers 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 "banking premises":
 - (a) On the basis of unauthorized instructions;
 - (b) As a result of a threat to do bodily harm to any person;
 - (c) As a result of a threat to do damage to any property;
 - (d) As a result of a threat to introduce a denial of service attack into your computer system;
 - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
 - (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
 - (g) As a result of a threat to disseminate, divulge or utilize:
 - (i) Your confidential information; or
 - (ii) Weaknesses in the source code within your computer system.
- (2) But, 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 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. 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.

b. Funds Transfer Fraud

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

c. 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.

5. Insuring Agreement A.8. does not cover:

COMPUTER FRAUD

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

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" need not be given and no additional premium need be paid 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 non-payment 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 conceal or misrepresent 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) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

g. Employee Benefit Plans

- (1) 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.**
- (2) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (3) 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 3 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 is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you no later than 60 days from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this 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, other than an employee benefit 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 2 years from the date you "discovered" the loss.

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

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 (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 you hold for others whether or not you are legally liable for the loss of such property.

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 the extended period to "discover" loss, unless the amount of loss exceeds the Limit of Insurance and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this policy.

(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) The 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 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

- (1) The value of any loss for purposes of coverage under this policy shall be determined as follows:
 - (a) Loss of "money" but only up to and including its face value.

- (b) 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:

- (i) 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
- (ii) 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. The Limit of Insurance applicable to the "securities".

- (c) 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 cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;
- (ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or
- (iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs **w.(1)(c)(i)** through **w.(1)(c)(iii)**, we will not pay on a replacement cost basis for any loss or damage:

- i. Until the lost or damaged property is actually repaired or replaced; and
- ii. Unless the repairs or replacement are 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.

- (2) 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

This Insuring Agreement terminates 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.

- (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 the 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. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

3. "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.

4. "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.

5. "Employee":

a. "Employee" 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) Who you compensate directly by salary, wages or commissions; and

(c) Who 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 **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, excluding, however, any such person while having care and custody of property outside the "premises";

(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 **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; and

(b) An official of yours while that person is engaged in handling "funds" or "other property" of any employee benefit plan;

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

(6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".

b. "Employee" does not mean any agent, independent contractor or representative of the same general character not specified in Paragraph **5.a.**

6. "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.

7. "Fraudulent instruction" means:

a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

b. A written instruction (other than those described in Insuring Agreement **A.3.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

8. "Funds" means "money" and "securities".
9. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".
10. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
11. "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.
12. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this policy.
13. "Premises" means the interior of that portion of any building you occupy in conducting your business.
14. "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.
15. "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".
16. "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".
17. "Theft" means the unlawful taking of property to the deprivation of the Insured.
18. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
 - a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions (other than those described in 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.
19. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

This endorsement, effective *12:01 am July 1, 2020* forms a part of
policy number *01-544-10-04*
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION 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:

END 001

- i. Any insured or his or her representative in obtaining this policy; or laws of the state where we are domiciled; or
 - ii. You or your representative in pursuing a claim under this policy. ii Threaten our solvency.
- (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
- (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.

END 001

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.



AUTHORIZED REPRESENTATIVE

END 001

ENDORSEMENT# 2

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

ADDITIONAL NAMED INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME COVERAGE FORM COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY GOVERNMENT CRIME COVERAGE FORM GOVERNMENT
CRIME POLICY**

The following Insured(s) is/are added as a Named Insured with respect to all Insuring Agreements:

A. Schedule

	Insuring Agreements: 1, 3, 4, 5, 6, 7, 8, 9 Endorsements: CR 25 19, CR 25 20	
Named Insured	Limit of Insurance	Deductible Amount
SEE THE FOLLOWING MEMBER SPECIFIC		
ENDORSEMENTS		

B. Provisions

1. Solely with respect to the Named Insured(s) set forth in the above SCHEDULE, Endorsements CR 25 19 and CR 25 20 are added to the Coverage Form/Policy.

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END 002

ENDORSEMENT# 2 (Continued)

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As
endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

2. Solely with respect to Insuring Agreements 1, 3, 4, 5, 6, 7, 8, and 9 and the coverage as afforded by Endorsements CR 25 19 and CR 25 20, the most we will pay under this policy for loss is the applicable Limit of Insurance shown in the above SCHEDULE for the respective Named Insured and such loss shall also be subject to the applicable Deductible Amount also shown in the SCHEDULE above for the respective Named Insured.
3. No Limit of Insurance during any period will be cumulative with any other amount applicable to the same coverage during any other period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 002

ENDORSEMENT# 3

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As
endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

OMNIBUS NAMED INSURED

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

1. The Item of the DECLARATIONS entitled NAMED INSURED is amended by addition of the following:

ALL AGENCIES, AUTHORITIES AND DISTRICTS (INCLUDING SPECIAL DISTRICTS)
WHICH ARE GOVERNED DIRECTLY BY THE GOVERNING BODY OF THE NAMED
INSURED.

2. With respect to the Commercial Crime Policy only, this amendment is subject to Clause **E. Conditions, Consolidation – Merger or Acquisition.**
3. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached policy other than as above stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 003

ENDORSEMENT# 4

This endorsement, effective at 12:01AM July 01, 2020
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As endorsed)

forms a part of

By: National Union Fire Insurance Company of Pittsburgh, Pa.

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

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

and applies to the Insuring Agreements designated below:

A. Schedule*

Insuring Agreement		Limit Of Insurance
<input checked="" type="checkbox"/>	Employee Theft – Per Loss Coverage	PER INSURING AGREEMENT #1
<input type="checkbox"/>	Employee Theft – Per Employee Coverage	\$
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.		

B. Provisions

1. 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.

3. Part (II) of the **Cancellation As To Any Employee** Condition is replaced by the following:

(1) Immediately upon discovery by:

- (a) You; or
- (b) Any official or employee authorized to manage, govern or control your "employees" 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.

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END 004

ENDORSEMENT# 4 (Continued)

This endorsement, effective at 12:01AM July 01, 2020
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As endorsed)

forms a part of

By: National Union Fire Insurance Company of Pittsburgh, Pa.

2. 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.
4. The **Indemnification** Condition is replaced by the following:
- 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.

ALL OTHER TERMS AND CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED



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END 004

ENDORSEMENT# 5

This endorsement, effective *12:01 am July 1, 2020* forms a part of
policy number *01-544-10-04*
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

CANCELLATION OF POLICY AMENDED

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

E. Conditions, Conditions Applicable To All Insuring Agreements, Cancellation Of Policy (2)(b) is deleted in its entirety and replaced with the following:

- (b) *120* days before the effective date of cancellation if we cancel for any other reason.

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT# 6

This endorsement, effective *12:01 am July 1, 2020* forms a part of
policy number *01-544-10-04*
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

BONDED EMPLOYEES EXCLUSION DELETED

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

In Section **D. Exclusions**, subparagraph 2., the exclusion entitled **Bonded Employees** is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT# 7

**CRIME AND FIDELITY
CR 25 09 08 07**

This endorsement, effective *12:01 am July 1, 2020*
policy number *01-544-10-04*
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

forms a part of

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE VOLUNTEER WORKERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

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

The definition of "employee" is amended to include any non-compensated 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 fund raising campaigns.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 007

ENDORSEMENT# 8

**CRIME AND FIDELITY
CR 25 08 08 07**

This endorsement, effective *12:01 am July 1, 2020*
policy number *01-544-10-04*
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

forms a part of

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

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

SCHEDULE

Names Or Titles Of Non-Compensated Officers
<i>ANY NON-COMPENSATED OFFICERS OF ANY OF THOSE NAMED AS INSURED.</i>
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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT# 9

This endorsement, effective at 12:01AM July 01, 2020
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As endorsed)

forms a part of

By: National Union Fire Insurance Company of Pittsburgh, Pa.

ADD CREDIT, DEBIT OR CHARGE CARD FORGERY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

and applies to the Forgery Or Alteration Insuring Agreement:

SCHEDULE

Limit of Insurance	Covered Instruments	
PER INSURING AGREEMENT 3	X	Includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
		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.	3. The following exclusion is added to Section D.:
2.	The most we will pay in any one "occurrence" is the Limit of Insurance shown in the Schedule.	<p>The Forgery Or Alteration Insuring Agreement does not apply to:</p> <p>NON-COMPLIANCE WITH CREDIT, DEBIT OR CHARGE CARD ISSUER'S REQUIREMENTS</p> <p>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.</p>



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END 009

CR 25 20 (08/07)

ENDORSEMENT# 10

**CRIME AND FIDELITY
CR 25 06 08 07**
forms a part of

This endorsement, effective *12:01 am July 1, 2020*
policy number *01-544-10-04*
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

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

SCHEDULE

Names Of Committees
<i>ANY COMMITTEES OF ANY OF THOSE NAMED AS INSURED.</i>
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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 010

ENDORSEMENT# 11

**CRIME AND FIDELITY
CR 25 41 08 07**

This endorsement, effective *12:01 am July 1, 2020*
policy number *01-544-10-04*
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

forms a part of

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

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

and applies to the Employee Theft Insuring Agreement:

SCHEDULE

Persons Or Classes Of Persons
<i>ANY DIRECTOR OR TRUSTEES OF ANY OF THOSE NAMED AS INSURED.</i>
<i>ANY BOARD MEMBERS OF ANY OF THOSE NAMED AS INSURED</i>
<i>ANY ELECTED OR APPOINTED OFFICIALS</i>
<i>ANY STUDENTS OF ANY OF THOSE NAMED AS INSURED</i>
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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 011

ENDORSEMENT# 17

**CRIME AND FIDELITY
CR 25 12 08 07**

This endorsement, effective *12:01 am July 1, 2020*
policy number *01-544-10-04*
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

forms a part of

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

**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 COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

Treasurers Or Tax Collectors
<i>ANY TREASURERS OR TAX COLLECTORS OF ANY OF THOSE NAMES AS INSURED</i>
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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT# 18

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

EXPENSES INCURRED TO ESTABLISH AMOUNT OF COVERED LOSS

This endorsement modifies insurance provided under the following:

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

and applies to the Insuring Agreement(s) designated below:

A. Schedule

Costs, Fees Or Other Expenses		
Insuring Agreement	Limit of Insurance	Covered Loss
Employee Theft Insuring Agreement	\$75,000	100%
Forgery Or Alteration	\$75,000	100%
Inside The Premises - Theft Of Money And Securities	\$75,000	100%
Inside The Premises - Robbery Or Safe Burglary Of Other Property	\$75,000	100%
Outside The Premises	\$75,000	100%
Computer Fraud Insuring Agreement	\$75,000	100%
Funds Transfer Fraud Insuring Agreement	\$75,000	100%

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

B. Provisions

The following condition is added to Paragraph E. Conditions:

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END 018

ENDORSEMENT# 18 (Continued)

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

1. We will pay for reasonable costs, fees or other expenses that you incur and pay to an independent accounting, auditing or other service used to determine the amount of loss covered under this insurance.
2. The most that we will pay for reasonable costs, fees or other expenses is limited to the lesser of the:
 - a. Limit of Insurance; or
 - b. Percentage of the Covered Loss;shown in the Schedule.
3. We will pay for reasonable costs, fees or other expenses after settlement of covered loss.
4. We will have no liability to pay any such costs, fees or other expenses if the amount of the covered loss does not exceed the Deductible Amount of the applicable Insuring Agreement.
5. The amount that we will pay is part of, not in addition to, the Limit of Insurance for the applicable Insuring Agreement.
6. Paragraph (3) of the Indirect Loss Exclusion is replaced by the following:

Payment of costs, fees or other expenses you incur in establishing the existence of loss under this insurance.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 018

132819 (05/19)

ENDORSEMENT# 19

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

THIRD PARTY COVERAGE

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

PROVISIONS

1. Clause A.1. **Employee Theft** is amended by adding the following at the end thereof:

We will pay for loss of or damage to "Client Property" arising out of your indemnification of your "Client" for any dishonest or fraudulent act(s) committed by your "employee," but only when and to the extent that you are liable for such indemnification pursuant to the terms of this policy.

2. Clause F. **Definitions** is amended by adding the following at the end thereof:

21. "Client Property" means "Money," "Securities" or "Other Property":

- (1) owned by the Client,
- (2) held by the Client in any capacity, or
- (3) for which a Client is legally liable

22. "Client," as used in this endorsement, means any person, firm, corporation or association for whom your professional services have been charged.

3. Clause E.1.o. **Ownership of Property; Interests Covered** is deleted in its entirety and replaced with the following:

The property covered under this policy is limited to property:

- (1) That you own or lease;
- (2) That you hold for others; or
- (3) That you hold in any capacity, whether or not you are legally liable, but also may be property for which you are legally liable.

Client property covered under this policy is limited to property:

- (1) owned by the Client;

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END 019

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

- (2) held by the Client in any capacity;
- (3) for which the Client is legally liable;

Provided you are legally liable for such property and it is included in your proof of loss, in which event Clauses E.1.f and E.1.h., and any other condition applicable to loss or claims with respect thereto, shall apply.

4. Clause D.1. **Exclusions** is amended by adding the following at the end thereof:

Solely with respect to Client Property, loss attributable to fraudulent, dishonest or criminal acts of any Client’s proprietor, officer, director, partner or employee acting in collusion with your “employee.”

5. It is further understood and agreed that with respect to the coverage afforded pursuant to this endorsement, the most we will pay under this policy for loss is the Limit of Insurance shown in the below SCHEDULE for the respective named “client” and such loss shall also be subject to the applicable Deductible Amount shown in the SCHEDULE below:

SCHEDULE

<u>Name of “client”</u>	<u>Limit of Insurance</u>	<u>Deductible Amount</u>
1) El Camino Healthcare District	\$10,000,000	\$2,500
2) Eastern Plumas Healthcare District	\$1,000,000	\$2,500
3) Southern Humboldt Community Healthcare	\$1,000,000	\$2,500
4) Washington Township Health Care District	\$10,000,000	\$2,500
5) East San Gabriel Valley Regional Occupational Program	\$3,000,000	\$2,500
6) For All Other Members	\$250,000	\$25,000

by National Union Fire Insurance Company of Pittsburgh, Pa.

The above scheduled Limit of Insurance shall be part of and not in addition to the

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ENDORSEMENT# 19 (Continued)

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As
endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

applicable limit of insurance stated in the Declarations page as applicable to Insuring Agreement A.1. **Employee Theft** and will in no way serve to increase the Company's limit of liability as therein stated.

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



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END 019

ENDORSEMENT# 20

This endorsement, effective *12:01 am July 1, 2020* forms a part of
policy number *01-544-10-04*
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

EMPLOYEE POST TERMINATION COVERAGE

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

PROVISIONS:

1. Section **F. Definitions**, "Employee", subsection a.(1)(a) is hereby deleted in its entirety and replaced with the following:
 - a. "Employee" means:
 - (1) Any natural person:
 - (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";
2. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limitations, conditions, or provisions of the attached Policy other than the above stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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ENDORSEMENT# 21

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As
endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

BLANKET JOINT LOSS PAYEE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

Provisions

1. You agree that any loss payable under this insurance shall be paid jointly to you and, where legally permissible, any loss payee ("Joint Loss Payee") designated by you in the proof of loss and any such payment shall constitute payment to you. We agree that such payments shall be made jointly to you and, where legally permissible, the Joint Loss Payee, and we will not make any payment solely to you unless a request in writing from the Joint Loss Payee to make such payment to you is provided to us.
2. This insurance is for your benefit only. It provides no rights or benefits to any other person or organization including the Joint Loss Payee, other than, where legally permissible, payment of loss as set forth in this endorsement.

Any claim for loss that is covered under this insurance must be presented by you.

3. Our liability under this insurance as extended by this endorsement shall not be cumulative.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 021

120404 (09/15)

ENDORSEMENT# 22

This endorsement, effective at *12:01 am July 1, 2020* forms a part of
Policy number *01-544-10-04*
Issued to: *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

**CANCELLATION AMENDATORY
(RETURN PRO RATA)**

Wherever used herein: (1) "Policy" means the policy or bond to which this endorsement or rider is made part of; (2) "Insurer" means the "Insurer," "Underwriter," "Company" or other name specifically ascribed in this Policy as the insurance company or underwriter for this Policy; (3) "Named Entity" means the "Named Entity," "Named Corporation," "Named Organization," "Named Sponsor," "Named Insured," "First Named Insured," "Insured's Representative," "Policyholder" or equivalent term stated in Item 1 of the Declarations; and (4) "Period" means the "Policy Period," "Bond Period" or equivalent term stated in the Declarations.

In consideration of the premium charged, it is hereby understood and agreed that notwithstanding anything to the contrary in any CANCELLATION or TERMINATION clause of this Policy (and any endorsement or rider amending such cancellation or termination clause, including but not limited to any state cancellation/non-renewal amendatory attached to this policy), if this Policy shall be canceled by the Named Entity, the Insurer shall return to the Named Entity the unearned pro rata proportion of the premium as of the effective date of cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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ENDORSEMENT# 23

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

INCLUDE LEASED WORKERS AS EMPLOYEES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

and applies to the Employee Theft Insuring Agreement:

A. Schedule*

Labor Leasing Firm
All leased employees working for any of those named as insured
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

B. Provisions

The Definition of "Employee" is amended to include any natural person leased to you by a labor leasing firm shown in the Schedule, under a written agreement between you and the labor leasing firm, to perform duties related to the conduct of your business, but does not mean a person furnished to you to substitute for a permanent employee on leave, or to meet seasonal or short-term workload conditions.



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END 023

CR 25 05 (03/00)

ENDORSEMENT# 24

This endorsement, effective *12:01 am July 1, 2020* forms a part of
policy number *01-544-10-04*
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

**NOTICE OF CLAIM
(REPORTING BY E-MAIL)**

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:

c- claim@AIG.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: AIG, Financial Lines Claims, P.O. Box 25947, Shawnee Mission, KS 66225 or faxing such notice to (866) 227-1750.

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 give 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 024

ENDORSEMENT# 25

This endorsement, effective at *12:01 am July 1, 2020* forms a part of
Policy number *01-544-10-04*
Issued to: *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*
Product Name: *Government Crime Policy*

VENDOR THEFT COVERAGE ENDORSEMENT

It is agreed that:

1. Section A. Insuring Agreements is amended to include the following Insuring Agreement at the end thereof:

10. Vendor Theft

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

2. Solely with respect to Insuring Agreement 10, "Limit of Insurance Per Occurrence" as stated on the Declarations Page is deleted in its entirety and replaced with the following:

Limit of Insurance \$1,000,000 for all loss arising out of Insuring Agreement 10, Vendor Theft.

3. Section F. Definitions is amended to include the following definition at the end thereof:

"Vendor" means an entity that provides a service to "you" under a written agreement which includes a requirement to provide Crime or Fidelity insurance covering "your" property in the care, custody and control of the "vendor" and its "employees." If such Crime or Fidelity insurance is valid or collectible then this Policy will respond only to that portion of loss which is excess of such requirement and no deductible shall apply. If such Crime or Fidelity insurance is not valid or collectible then this Policy will respond only to that portion of loss which is in excess of \$500,000 and no deductible shall apply. However, "vendor" does not include any financial institution, asset manager, broker, dealer or armored transport company.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 025

ENDORSEMENT# 26

This endorsement, effective at *12:01 am July 1, 2020* forms a part of
Policy number *01-544-10-04*
Issued to: *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*
Product Name: *Government Crime Policy*

CONDITIONS AMENDED

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

PROVISIONS:

(1) Section E. Conditions, paragraph 1, subsection v. "Transfer Of Your Rights Of Recovery Against Others To Us" is hereby deleted in its entirety and replaced with the following:

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 entity 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 discovery of loss to impair them; provided, however, with respect to recovery of loss resulting directly from the failure of any **employee** to faithfully perform his or her duties as prescribed by law afforded by the "**ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES**" ENDORSMENT," we shall have the right to recover only where the **employee's** failure to faithfully perform his or her duties as prescribed by law was due to actual fraud, corruption, actual malice, or where the **employee** or a person or entity was unjustly enriched as a result of the **employee's** failure to faithfully perform his or her duties as prescribed by law.

(2) Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limitations, conditions, or provisions of the attached Policy other than the above stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT# 27

This endorsement, effective at *12:01 am July 1, 2020* forms a part of
Policy number *01-544-10-04*
Issued to: *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

Product Name: *Government Crime Policy*

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

Coverage shall only be provided and payment of loss under this policy shall only be made in full compliance with enforceable United Nations economic and trade sanctions and the trade and economic sanction laws or regulations of the European Union and the United States of America, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 027

Page 1 of 1

ENDORSEMENT# 36

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As
endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

CALWORKS WELFARE PROGRAM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

In consideration of the premium charged, it is hereby understood and agreed that in Section F. Definitions, paragraph 5., "Employee," subparagraph (a) is hereby amended to include the following paragraph at the end thereof:

"Employee" also means:

- (4) Any natural person while in your service (and thirty (30) days after termination of the service), that is subject to your direction and control while performing services for you as a result of an employment contract or agreement with the State of California "Cal Works Program" or any similar state or county work or welfare program.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 036

ENDORSEMENT# 70

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

**IMPERSONATION FRAUD COVERAGE
(GOVERNMENT CRIME DISCOVERY FORM - PRIMARY TO OTHER INSURANCE)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY (DISCOVERY FORM)

It is agreed that in consideration of the additional premium of \$N/A, the policy is hereby amended as follows:

1. Section **A**. Insuring Agreements is amended by adding the following Insuring Agreement to the end thereof:

IF. Impersonation Fraud Coverage

We will pay for loss of "funds" resulting directly from a "fraudulently-induced instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account."

2. Solely with respect to Impersonation Fraud Coverage provided by this endorsement, Section **F**. Definitions, is amended by adding the following at the end thereof:

"Fraudulently-induced instruction" means an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction communicated by you or your "employee" based upon an instruction received and relied upon by you or your "employee" which was transmitted:

- a. by a purported director, officer, partner, member, sole proprietor or other "employee" of yours - or by an individual acting in collusion with such purported director, officer, partner, member, sole proprietor or other "employee" - but which was in fact fraudulently transmitted by someone else without your or your "employee's" knowledge; or

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END 070

136082 (03/20)

ENDORSEMENT# 70 (Continued)

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

- b. by a purported director, officer, partner, member, sole proprietor or employee of your "vendor" or "client" - or by an individual acting in collusion with such purported director, officer, partner, member, sole proprietor or employee - but which was in fact fraudulently transmitted by someone else without your or your "employee's" knowledge; provided, however, "fraudulently-induced instruction" shall not include any such instruction transmitted by an actual director, officer, partner, member, sole proprietor or employee of your "vendor" or "client" who was acting in collusion with any third party in submitting such instruction.
3. Solely for purposes of this endorsement, the following definitions are added:

"Vendor" means any person, firm, company, corporation, organization, association or other entity that provides goods or services to you pursuant to a legitimate relationship that pre-exists the loss of "funds" that is the subject of the coverage provided by this endorsement.

"Client" means any person, firm, company, corporation, organization, association or other entity to whom you provide goods or services for a fee pursuant to a legitimate written contract that pre-exists the loss of "funds" that is the subject of the coverage provided by this endorsement.
 4. The Limit of Insurance for the coverage provided by this endorsement for all loss arising from an "occurrence" is \$250,000.
 5. Solely with respect to coverage provided by this endorsement, the applicable per "occurrence" Deductible Amount is \$25,000.
 6. Solely for purposes of this endorsement, the following exclusion shall apply:

The coverage afforded by this endorsement does not apply to any loss occurring prior to 7/1/2015.
 7. It is further understood and agreed that except as provided in this endorsement, this policy does not cover loss resulting directly or indirectly from reliance by you or an "employee" upon any transfer, payment or account-related instruction transmitted by an imposter purporting to be a customer, "client," "vendor," director, officer, partner,

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END 070

136082 (03/20)

ENDORSEMENT# 70 (Continued)

This endorsement, effective at 12:01AM July 01, 2020 forms a part of
Policy number: 01-544-10-04
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (As
endorsed)

By: National Union Fire Insurance Company of Pittsburgh, Pa.

manager, "member," sole proprietor, "employee," or agent of yours. The foregoing provision, however, shall not apply to the coverage afforded under the **Employee Theft or Forgery Or Alteration** Insuring Agreements of this policy.

8. Solely with respect to coverage provided by this endorsement, the Other Insurance **Condition E.1.n.** is amended by deleting subparagraph (1) Primary Insurance in its entirety and replacing it with the following:

(1) Primary Insurance

When this policy is written as primary insurance, the coverage afforded hereunder shall apply as primary to that other insurance.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

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END 070

136082 (03/20)

ENDORSEMENT# 78

This endorsement, effective at *12:01 am July 1, 2020* forms a part of
Policy number *01-544-10-04*
Issued to: *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*
Product Name: *Government Crime Policy*

REVISION OF DISCOVERY AND PRIOR THEFT OR DISHONESTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

A. Schedule*

Prior Theft or Dishonesty

Amount: \$25,000

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

PROVISIONS

1. E. Conditions, 2. **Conditions Applicable To Insuring Agreements A.1. And A.2. b. Termination As To Any Employee** (1) is deleted in its entirety and replaced with the following:

(1) As soon as:

THE RISK MANAGEMENT DEPARTMENT OR OTHER DEPARTMENT
DESIGNATED TO HANDLE INSURANCE MATTERS FOR THE NAME
INSURED

learns of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you provided that such conduct involved Loss of "Money", "Securities" or "Other property" valued at the amount specified in the schedule above or more.

2. E. Conditions, 1. **Conditions Applicable To All Insuring Agreements**, f. Duties In The Event Of Loss, is hereby modified to add the following at the end thereof:

(6) Discovery of a loss or situation that may result in loss of or damage to "money," "securities" or "other property" for the purpose of this section shall be discovery by any person in the specific departments or employment capacities of the insured:

RISK MANAGEMENT DEPARTMENT OR OTHER DEPARTMENT DESIGNATED TO
HANDLE INSURANCE MATTERS FOR THE NAMED INSURED

ENDORSEMENT# 78 (continued)

3. In Section D. Exclusions, exclusion 1.b. **Acts of Employees Learned Of By You Prior To The Policy Period** is hereby deleted in its entirety.
4. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached policy other than as stated above.
5. This endorsement is effective as of 12:01 A.M. on standard time as specified in the policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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ENDORSEMENT# 83

This endorsement, effective *12:01 am July 1, 2020* forms a part of
policy number *01-544-10-04*
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (AC
IP) (As endorsed)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
CR DS 04	08/07	GOVERNMENT CRIME POLICY DECLARATIONS
CR0026	05/06	GOVERNMENT CRIME POLICY (DISCOVERY FORM)
CR 02 49	09/12	CALIFORNIA CHANGES
MNSCPT		ADDITIONAL NAMED INSURED
MNSCPT		OMNIBUS NAMED INSURED
MNSCPT		ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE
95420	08/07	CANCELLATION OF POLICY AMENDED
95419	08/07	BONDED EMPLOYEES EXCLUSION DELETED
CR2509	08/07	INCLUDE VOLUNTEER WORKERS AS EMPLOYEES
CR2508	08/07	INCLUDE SPECIFIED NON COMPENSATED OFFICERS AS EMPLOYEES
CR 25 20	08/07	ADD CREDIT, DEBIT OR CHARGE CARD FORGERY
CR2506	08/07	INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES AS EMPLOYEES
CR2541	08/07	INCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES
MNSCPT		INCLUDE DESIGNATED AGENTS AS EMPLOYEES
MNSCPT		INCLUDE DESIGNATED AGENTS AS EMPLOYEES
MNSCPT		INCLUDE DESIGNATED AGENTS AS EMPLOYEES
MNSCPT		INCLUDE DESIGNATED AGENTS AS EMPLOYEES
MNSCPT		INCLUDE DESIGNATED AGENTS AS EMPLOYEES
MNSCPT		INCLUDE DESIGNATED AGENTS AS EMPLOYEES
CR2512	08/07	INCLUDE TREASURER OR TAX COLLECTORS AS EMPLOYEES
132819	05/19	EXPENSES INCURRED TO ESTABLISH AMOUNT OF COVERED LOSS
MNSCPT		THIRD PARTY COVERAGE
95428	08/07	EMPLOYEE POST TERMINATION COVERAGE
120404	09/15	BLANKET JOINT LOSS PAYEE ENDORSEMENT

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FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
101036	04/09	CANCELLATION AMENDATORY (RETURN PRO RATA)
CR 25 05	03/00	INCLUDE LEASED WORKERS AS EMPLOYEES
99758	08/08	NOTICE OF CLAIM (REPORTING BY E-MAIL)
116981	05/15	VENDOR THEFT COVERAGE ENDORSEMENT
120021	05/15	CONDITIONS AMENDED (SUBROGATION)
119679	09/15	ECONOMIC SANCTIONS ENDORSEMENT
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		SPECIFIED CITY OFFICIALS COVERAGE ENDORSEMENT
MNSCPT		INCLUDE DESIGNATED AGENTS AS EMPLOYEES
MNSCPT		INCLUDE DESIGNATED AGENTS AS EMPLOYEES
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		CALWORKS WELFARE PROGRAM
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		PROVIDE NOTICE OF CANCELLATION TO
MNSCPT		INCLUDE DESIGNATED AGENTS AS EMPLOYEES
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)

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FORMS INDEX ENDORSEMENT

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FORM NUMBER	EDITION DATE	FORM TITLE
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
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MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		INCLUDE DESIGNATED AGENTS AS EMPLOYEES
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		INCLUDE DESIGNATED AGENTS AS EMPLOYEES
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
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ENDORSEMENT# 83

This endorsement, effective *12:01 am July 1, 2020*
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FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
136082	03/20	IMPERSONATION FRAUD COVERAGE GOVERNMENT CRIME DISCOVERY FORM - PRIMARY TO OTHER INSURANCE
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		PROVIDE REQUIRED NOTICE OF CANCELLATION TO
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
120022	05/15	REVISION OF DISCOVERY AND PRIOR THEFT OR DISHONESTY
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
MNSCPT		RETROACTIVE DATE (SCHEDULED ENTITIES)
78859	10/01	FORMS INDEX ENDORSEMENT

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