

TRADE OR ECONOMIC SANCTIONS NOTICE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

CHUBB®

U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

In consideration of the payment of the premium and subject to the Declarations and the limitations, conditions, provisions and other terms of this Policy, the Company agrees to pay for loss any **Insured** shall sustain at any time prior to termination of the Policy which is **Discovered** during the **Policy Period** or the Extended Discovery Period, in the manner set forth below.

I. INSURING CLAUSES

(A) Employees and Plan Officials

(1) Employee Theft

The Company shall pay for loss sustained by an **Insured**, other than an **ERISA Plan**, resulting directly from **Theft** committed by an **Employee**, whether identified or not, acting alone or in collusion with others.

(2) Client Theft

The Company shall pay for loss sustained by a **Client** resulting directly from **Theft** committed by an identified **Employee**, acting alone or in collusion with others.

(3) ERISA Fraud or Dishonesty

The Company shall pay for loss sustained by an **ERISA Plan** resulting directly from **Fraud or Dishonesty** committed by a **Plan Official**, whether identified or not, acting alone or in collusion with others.

(B) Premises

The Company shall pay for loss sustained by an **Insured** resulting directly from:

- (1) **Theft** within or from the **Premises** or **Banking Premises** by a person physically present in such **Premises** or **Banking Premises** at the time of the loss;
- (2) **Robbery**;
- (3) **Safe Burglary**; or
- (4) the actual destruction or disappearance of **Money** or **Securities** within or from the **Premises** or **Banking Premises**,

committed by a **Third Party**.

In the event of loss covered under Paragraphs (1) through (3) above, this Insuring Clause shall also cover damage to the **Premises** or its exterior, or to a locked safe, vault, cash drawer or cash box within the **Premises** which results directly from actual or attempted **Theft, Robbery** or **Safe Burglary**.

(C) In Transit

The Company shall pay for loss sustained by an **Insured** resulting directly from:

- (1) **Theft** while **In Transit**; or
 - (2) the actual destruction or disappearance of **Money** or **Securities** while **In Transit**,
- committed by a **Third Party**.

In the event of loss covered under Paragraphs (1) and (2) above, this Insuring Clause shall also cover damage to or destruction of **Property** or damage to the home of an **Employee** occurring during **Theft** or attempted **Theft** while **In Transit**.

(D) Forgery

The Company shall pay for loss sustained by an **Insured** resulting directly from **Forgery** or alteration of a **Financial Instrument** committed by a **Third Party**.

(E) Computer System Fraud

The Company shall pay for loss sustained by an **Insured** resulting directly from the unauthorized:

- (1) transfer, payment, or delivery of **Money** or **Securities**; or
- (2) transfer or delivery of **Property**,

committed by a **Third Party**, after such **Third Party** commits a **Network Intrusion**.

(F) Funds Transfer Fraud

The Company shall pay for loss sustained by an **Insured** resulting directly from a **Funds Transfer Fraud** committed by a **Third Party**.

(G) Social Engineering Fraud

The Company shall pay for loss sustained by an **Insured** resulting directly from a **Social Engineering Fraud** committed by a **Third Party**.

(H) Money Orders and Counterfeit Currency Fraud

The Company shall pay for loss sustained by an **Insured** resulting directly from **Money Orders and Counterfeit Currency Fraud** committed by a **Third Party**.

II. EXPENSES

(A) Claim and Computer Investigation Expenses

The Company shall pay for:

- (1) **Claim Expenses** resulting directly from a loss covered under any Insuring Clause, but solely in the event such covered loss is in excess of the Retention applicable to such covered loss; and
- (2) **Computer Investigation Expenses** resulting directly from a loss covered solely under Insuring Clauses (E), (F), or (G), but solely in the event such covered loss is in excess of the Retention applicable to such covered loss.

The Company's maximum liability for Paragraphs (A)(1) and (A)(2) above shall be the Limit of Liability applicable to Claim and Computer Investigation Expenses set forth in Item 3 of the Declarations, which amount is part of and not in addition to the Limit of Liability for any applicable Insuring Clause related to such **Claim Expenses** or **Computer Investigation Expenses**.

(B) Legal Expenses

In addition to the Limits of Liability set forth in the Declarations for this Policy, the Company shall reimburse the **Parent Organization** for reasonable court costs and attorneys' fees incurred and paid, with the Company's prior written consent, in defending an **Insured** in any legal proceeding brought against it to enforce payment of a **Financial Instrument** as a result of loss otherwise covered under Insuring Clause (D).

III. ERISA PLANS

In compliance with certain provisions of **ERISA**, the following provisions apply:

(A) Discovery Period

Solely with respect to loss covered under Insuring Clause (A)(3), this Policy applies only to loss first **Discovered** by the **Insured**:

- (1) during the **Policy Period**; or

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- (2) within one (1) year following the termination of this Policy in its entirety (the “Extended Discovery Period”), provided that:
- (a) such loss is sustained prior to such termination; and
 - (b) the Extended Discovery Period shall terminate immediately upon the effective date of any other insurance obtained for an **ERISA Plan** which replaces the coverage provided by this Policy for such **ERISA Plan** in an amount no less than the minimum amount required under **ERISA** and provides coverage for loss sustained prior to the effective date of the other insurance.

(B) Limits of Liability

The Company’s maximum liability for all loss sustained by each **ERISA Plan** shall not exceed the Limit of Liability applicable to Insuring Clause (A)(3) set forth in Item 3 of the Declarations, unless such Limit of Liability is less than the minimum limit of insurance required by **ERISA**. In such event, the Limit of Liability shall be amended in accordance with **ERISA** as follows:

- (1) if the **ERISA Plan** does not hold employer securities within the meaning of **ERISA**, the Limit of Liability applicable to such covered loss shall be ten percent (10%) of the funds handled by such **ERISA Plan** in the preceding reporting year, up to a maximum limit of liability of \$500,000; or
- (2) if the **ERISA Plan** does hold employer securities within the meaning of **ERISA**, the Limit of Liability applicable to such covered loss shall be ten percent (10%) of the funds handled by such **ERISA Plan** in the preceding reporting year, up to a maximum limit of liability of \$1,000,000,

provided that, in all events, the Limit of Liability applicable to Insuring Clause (A)(3) set forth in Item 3 of the Declarations shall be never be less than \$1,000.

The payment of any such loss under this Policy shall not reduce the liability of the Company for other losses whenever sustained; except that the total liability of the Company for all loss resulting from any act or any series of acts committed by the same **Plan Official** in which the same **Plan Official** is concerned or implicated, regardless of whether such act or series of acts was committed before or during the **Policy Period**, shall be treated as a single loss and the Limit of Liability applicable to Insuring Clause (A)(3) set forth in Item 3 of the Declarations (or as amended by (B)(1) and (B)(2) above) will apply.

(C) Payover

In compliance with Title 1 of **ERISA** and solely with respect to loss covered under Insuring Clause (A)(3), payment by the Company shall be held by the **Insured** for the benefit of any **ERISA Plan** sustaining a loss. If such payment is in excess of the amount of coverage required by **ERISA** for such **ERISA Plan**, such excess shall be held by the **Insured** for the use and benefit of any other named **ERISA Plan** should such **ERISA Plan** also **Discover** loss recoverable hereunder. If **Money, Securities, and Property** of two or more **ERISA Plans** is commingled, recovery hereunder for loss of such **Money, Securities, and Property** shall be shared by such **ERISA Plans** on a pro rata basis in accordance with the amount of coverage each such **ERISA Plan** is required to carry pursuant to **ERISA**.

IV. EXCLUSIONS

(A) This Policy does not cover:

- (1) Disclosure of Confidential Information
loss resulting directly or indirectly from the disclosure of confidential or personal information while in the care, custody or control of an **Insured**, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, retirement or health savings account information or any similar type of non-public information, except loss that is otherwise covered under this Policy through the use of confidential or personal information to facilitate such loss;

(2) Data Breach Expenses

fees, costs, fines, penalties or any other expenses or liabilities incurred by an **Insured** which result, directly or indirectly, from the access to or disclosure of an **Insured's** or another entity's or person's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, retirement or health savings account information or any similar type of non-public information;

(3) War

loss resulting directly or indirectly from declared or undeclared war, civil war, insurrection, rebellion, revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization, or any act or condition incident to any of the foregoing;

(4) Nuclear

loss resulting directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, or any act or condition incident to any of the foregoing;

(5) Unrealized Income

income not realized, whether or not as the result of a covered loss under this Policy;

(6) Indirect or Consequential Loss

indirect or consequential loss or damage of any kind;

(7) Expenses

fees, costs or expenses incurred or paid in defending or prosecuting any legal proceeding or claim, except those expenses otherwise covered under Subsection II(B), Legal Expenses;

(8) Authorized Representative

loss resulting directly or indirectly from any fraudulent, dishonest or criminal act (other than **Robbery** or **Safe Burglary**) committed by any authorized representative of an **Insured**, whether acting alone or in collusion with others, unless committed in collusion with an **Employee**;

(9) Fraudulent Instructions

loss resulting directly or indirectly from any transfer, payment or delivery of **Money, Securities, or Property**:

(a) approved by any **Employee**; or

(b) arising out of any misrepresentation received by any **Employee**, agent, independent contractor or other representative of the **Insured**,

whether such transfer, payment or delivery was made in good faith or as a result of trick, artifice, fraud or false pretenses, except when covered under Insuring Clause (A), (G), or (H);

(10) Cryptocurrency

loss of **Cryptocurrency**;

(11) Advantage

loss sustained by one **Insured** to the advantage of any other **Insured**, except when covered under Insuring Clause (A)(3); or

(12) Kidnap, Ransom and Extortion

loss resulting directly or indirectly from any kidnap, ransom or other extortion payment (as distinct from **Robbery**) surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to any **Property**, or disclose confidential or personal information of any person or **Insured**, except when covered under Insuring Clause (A).

(B) In addition to the Exclusions in Subsection (A) above, with respect to Insuring Clause (A), this Policy does not cover:

(1) Trading

loss resulting directly or indirectly from any authorized or unauthorized trading of **Money, Securities** or **Property**, whether or not in the name of an **Insured** and whether or not in a genuine or fictitious account, except otherwise covered loss which results in improper financial gain to an **Employee** (other than salary, commissions, fees or other compensation, including but not limited to promotions and raises associated with employment, paid by the **Insured** to such **Employee**).

This exclusion shall not apply to Insuring Clause (A)(3);

(2) Independent Contractor

loss resulting directly or indirectly from the acts of any agent, broker, factor, commission merchant, consignee, contractor, independent contractor, subcontractor or other similar representative, except the acts of any **Contractual Independent Contractor**; or

(3) Inventory Shortage

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

(a) an inventory computation or physical count; or

(b) a profit or loss computation,

provided that where the **Insured** establishes wholly apart from such computation or physical count that it sustained a loss covered under Insuring Clause (A), then the **Insured** may offer a **Client's** or its own inventory records and an actual physical count of inventory in support of the amount of loss claimed.

(C) In addition to the Exclusions in Subsection (A) above, with respect to Insuring Clauses (B) and (C), this Policy does not cover:

(1) Mail/Carrier for Hire

loss resulting directly or indirectly from the damage, disappearance, or destruction of **Money, Securities** or **Property** while in the mail or in the custody of a carrier for hire other than an armored motor vehicle company;

(2) Fire

loss resulting directly or indirectly from fire, except:

(a) loss of **Money** or **Certificated Securities**; or

(b) damage to any safe or vault caused by the application of fire thereto for the purposes of **Safe Burglary**; or

(3) Voluntary Parting

loss resulting directly or indirectly from an **Insured** having given or surrendered **Money, Securities** or **Property** in exchange or purchase with a **Third Party**.

(D) In addition to the Exclusions in Subsection (A) above, with respect to Insuring Clauses (E), (F), and (G), this Policy does not cover:

(1) Credit Card Transactions

loss resulting directly or indirectly from the use of credit, debit, charge, access, convenience, identification, cash management or other cards whether such cards were issued, or purport to have been issued, by the **Insured** or by any entity other than the **Insured**;

(2) Product or Service Failure

loss resulting directly or indirectly from the failure, malfunction, inadequacy or illegitimacy of any product or service;

(3) Breach of Contract

loss resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract;

(4) Extension of Credit

loss resulting directly or indirectly from the extension of any loan, credit or similar promise to pay; or

(5) Gambling

loss resulting directly or indirectly from any gambling, game of chance, lottery or similar game.

V. LIMIT OF LIABILITY

- (A) The Company's maximum liability for each loss shall not exceed the Limit of Liability applicable to such loss set forth in Item 3 of the Declarations, regardless of the number of **Insureds** sustaining the loss, provided that with respect to loss covered under Insuring Clause (A)(3), the Company's maximum liability for each loss shall apply in accordance with the terms of Section III, ERISA Plans.
- (B) If a loss is covered under more than one Insuring Clause, the maximum amount payable under this Policy shall not exceed the largest applicable Limit of Liability of any such Insuring Clauses.
- (C) All loss resulting from a single act or any number of acts of the same **Employee** or **Third Party**, regardless of whether or not such loss was sustained by one or more **Insureds**, and regardless of whether such act or acts occurred before or during the **Policy Period**, will be treated as a single loss and the applicable Limit of Liability set forth in Item 3 of the Declarations will apply.
- (D) With respect to loss sustained by more than one **Insured**, the maximum liability of the Company for all loss sustained by any or all **Insureds** combined shall not exceed the amount for which the Company would be liable if all loss was sustained by any one **Insured**.
- (E) Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, whether under this Policy, any prior bond or policy, or any renewal or replacement of this Policy, the liability of the Company with respect to any loss shall not be cumulative from year to year or from **Policy Period to Policy Period**.
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VI. RETENTION

- (A) The Company's liability under this Policy shall apply only to that part of each covered loss which is in excess of the applicable Retention set forth in Item 3 of the Declarations.
- (B) If an **Insured** receives payment under another insurance policy or bond, after application of any deductible or retention thereunder, for loss also covered hereunder, then the applicable Retention set forth in Item 3 of the Declarations shall be reduced by the amount of the deductible or retention applied to such loss under such other insurance policy or bond.
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VII. OWNERSHIP

This Policy shall only apply to loss of **Money, Securities, or Property**:

- (A) owned by the **Insured**;
- (B) held by the **Insured** in any capacity; or
- (C) for which the **Insured** is legally liable,

except, solely with respect to loss covered under Insuring Clause (A)(2), this Policy shall apply to loss of **Money, Securities, or Property** owned or held by the **Client** in any capacity and for which the **Client** is legally liable.

VIII. OTHER INSURANCE AND INDEMNITY

With respect to any loss covered by this Policy, if any **Insured** or any other party in interest has any bond, insurance or indemnity which would cover such loss in whole or in part in the absence of this Policy, then this Policy shall be null and void to the extent of the amount recoverable or received under such bond, insurance or indemnity; provided that this Policy shall cover such loss, subject to this Policy's limitations, conditions, provisions and other terms, to the extent the amount of such loss is in excess of the amount recoverable or received under such bond, insurance or indemnity.

Solely with respect to loss of or damage to **Money, Securities or Property** while in the custody of any bank, trust company, similar recognized place of safe deposit, or armored motor vehicle company, this Policy shall cover loss that is in excess of the amount recoverable or received by such **Insured** under:

- (A) such **Insured's** contract, if any, with, or insurance carried by, any of the foregoing; or
- (B) any other valid and collectible bond, insurance or indemnity in force which would cover the loss in whole or in part.

IX. RECOVERIES

- (A) In the event of any payment under this Policy, the Company shall be subrogated to the extent of such payment to all of the **Insured's** rights of recovery, and such **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insured**.
- (B) Recoveries for any loss covered under this Policy, whether effected by the Company or by an **Insured**, less the unreimbursed cost of recovery incurred by the Company, shall be distributed as follows:
 - (1) first, to an **Insured** for the amount of such loss, otherwise covered, in excess of the applicable Limits of Liability, except such loss otherwise covered under Section II, Expenses;
 - (2) second, to the Company for the amount of such loss paid to an **Insured** as covered loss;
 - (3) third, to an **Insured** for the Retention applicable to such loss;
 - (4) fourth, to an **Insured** for the amount of such loss, otherwise covered, in excess of the applicable Limit of Liability for loss covered under Section II, Expenses;
 - (5) fifth, to an **Insured** for the amount of such loss not covered under this Policy.
- (C) Recovery from reinsurance or indemnity of the Company shall not be deemed a recovery hereunder.

X. TERMINATION AS TO ANY EMPLOYEE

This Policy terminates as to any **Employee**:

- (A) immediately upon any **Executive or Insurance Representative** (other than those acting in collusion with such **Employee**) becoming aware of a **Theft, Forgery** or other act involving fraud or dishonesty, committed by such **Employee** while employed with or in the service of an **Insured**; or
- (B) immediately upon any **Executive or Insurance Representative** becoming aware of any act involving fraud or dishonesty which involves **Money, Securities or Property** of a value greater than or equal to twenty-five thousand dollars (\$25,000), committed by such **Employee** prior to employment or service with an **Insured**.

Coverage for an **Employee** described above may be reinstated by the Company if the general counsel and director of human resources or their functional equivalents of the **Insured** jointly agree in writing to continue with the employment of such **Employee**, and contemporaneously document in writing additional internal control procedures implemented with the specific purpose to reduce the risk of loss associated with such continued

employment. Such reinstatement must be made by written endorsement to the Policy by the Company and shall be subject to additional or different terms, conditions and limitations of coverage and payment of additional premium as the Company in its sole and absolute discretion may require.

No coverage will be available for loss caused by any **Employee** for whom similar prior insurance has been terminated or cancelled and not reinstated in writing since that termination or cancellation.

XI. TERMINATION OF POLICY

This Policy terminates at the earliest of the following times:

- (A) ten (10) days after the receipt by the **Parent Organization** of a written notice of termination from the Company for non-payment of premium;
- (B) thirty (30) days after the receipt by the Company of a written notice of termination from the **Parent Organization**;
- (C) immediately upon the acquisition of the **Parent Organization**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Parent Organization** into or with another entity such that the **Parent Organization** is not the surviving entity;
- (D) immediately upon the liquidation or dissolution of the **Parent Organization**;
- (E) as to any **Insured**, immediately upon the **Parent Organization**, either directly or through one or more **Subsidiaries**, ceasing to have **Management Control** of such **Insured**;
- (F) as to any **Insured**, immediately upon such **Insured's** liquidation or dissolution;
- (G) as to any **Employee Benefit Plan**, immediately upon the full assumption of responsibilities for the administration of such **Employee Benefit Plan** by another entity or **Insured** that was not the plan sponsor of such **Employee Benefit Plan** as of either the inception date of this Policy or the date such **Employee Benefit Plan** was added to the Policy;
- (H) upon expiration of the **Policy Period**; or
- (I) at such other time as may be agreed upon by the Company and the **Parent Organization**.

The Company shall refund the unearned premium computed at customary short rates if this policy is terminated by the **Parent Organization**. Under any other circumstance the refund shall be computed pro rata. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XII. TERMINATION OF PRIOR POLICY

Any prior fidelity bonds or crime policies issued by the Company or any subsidiary or affiliate of the Company to the **Parent Organization** shall terminate, if not already terminated, as of the inception of this Policy.

XIII. ACQUISITION OF SUBSIDIARIES

- (A) If, during the **Policy Period**, an **Insured** acquires, merges or consolidates with an entity which becomes a **Subsidiary**, the Company agrees to provide coverage under this Policy for such **Subsidiary** and any **Employee Benefit Plan** thereof upon the effective date of the acquisition, merger or consolidation, with no additional premium required, if the total number of **Employees** of such acquired, merged or consolidated entity does not exceed twenty-five percent (25%) of the number of **Employees** of all **Insureds** combined, with the exception of such acquired, merged or consolidated entity.
- (B) If, during the **Policy Period**, an **Insured** acquires, merges or consolidates with an entity which becomes a **Subsidiary** and the total number of **Employees** of such acquired, merged or consolidated entity exceeds twenty-five percent (25%) of the number of **Employees** of all **Insureds** combined, with the exception of

such acquired, merged or consolidated entity, then such **Subsidiary** and any **Employee Benefit Plan** thereof shall be covered under this Policy upon the effective date of the acquisition, merger or consolidation, provided the **Parent Organization** has:

- (1) obtained the written consent of the Company to extend the coverage provided by this Policy to such additional exposure by written endorsement to this Policy; and
- (2) upon obtaining such consent, has paid the Company an additional premium, if requested by the Company.

Coverage for any acquired, merged or consolidated entity described in this Section XIII(B) and any **Employee Benefit Plan** thereof, shall be subject to such additional or different terms, conditions and limitations of coverage as the Company in its sole and absolute discretion may require.

If the **Parent Organization** fails to meet the conditions set forth in this Section XIII(B), then there shall be no coverage for such entity or any **Employee Benefit Plan** thereof subsequent to the earlier of ninety (90) days from the effective date of the acquisition, merger or consolidation, or upon the termination of this Policy in its entirety.

- (C) Coverage pursuant to this Section XIII shall be for loss **Discovered** after the date the **Insured** acquires, merges or consolidates with an entity pursuant to Subsection (A) or (B) above regardless of whether or not the loss was sustained prior to the date of such acquisition, merger or consolidation.

XIV. DISCOVERY PERIOD

Except as set forth in Section III, ERISA Plans, this Policy applies only to loss first **Discovered** by the **Insured**:

- (A) during the **Policy Period**; or
- (B) solely in the event of complete liquidation or dissolution of the **Parent Organization**, within ninety (90) days following the termination of this Policy in its entirety (the "Extended Discovery Period"), provided that:
 - (1) such loss is sustained prior to such termination; and
 - (2) the Extended Discovery Period shall terminate immediately upon the effective date of any other insurance obtained for any **Insured**, which replaces 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.

XV. PROOF OF LOSS AND LEGAL PROCEEDINGS

- (A) As a condition precedent to coverage hereunder, the **Parent Organization** shall, upon **Discovery**:
 - (1) give written notice and furnish affirmative proof of loss with full particulars to the Company at the earliest practicable moment, but in no event later than one (1) year after such **Discovery**;
 - (2) submit to examination under oath at the Company's request;
 - (3) produce all pertinent records at such reasonable times and places as the Company shall designate; and
 - (4) provide full cooperation with the Company in all matters pertaining to a loss under this Policy.
 - (B) No **Insured** shall institute legal proceedings against the Company:
 - (1) after two (2) years immediately following any **Discovery**; or
 - (2) after two (2) years immediately following the date upon which a judgment shall become final or settlement entered to recover a judgment or settlement against an **Insured** resulting from **Forgery** or related legal expenses as set forth in Subsection II(B), Legal Expenses.
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XVI. JOINT LOSS PAYEE

Any loss covered under this Policy involving **Money, Securities** or **Property** in which a **Client** has an interest, may be payable by the Company to the **Parent Organization** and such **Client** as joint payees, at the direction of the **Parent Organization**, provided that the coverage afforded pursuant to this Policy is for the sole use and benefit of the **Parent Organization**. Any **Client** shall not be considered an **Insured** under this Policy nor shall it otherwise have any rights or benefits hereunder.

XVII. NOTICE

(A) All notices to the Company under this Policy of any loss or any occurrence that may subsequently result in a covered loss shall be given in writing to one of the following addresses:

- (1) ChubbClaimsFirstNotice@chubb.com
- (2) Attn: Chubb Claims Department
Chubb
P.O. Box 5122
Scranton, PA 18505

(B) All other notices to the Company under this Policy shall be given in writing to the following address:

- (1) NA.FinancialLines@chubb.com
- (2) Attn: Chubb Underwriting Department
Chubb
202B Hall's Mill Road
Whitehouse Station, NJ 08889

(C) Any notice described in Subsection (A) or (B) above shall be effective on the date of receipt by the Company.

XVIII. CONCEALMENT, MISREPRESENTATION AND FRAUD

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

- (A) this Policy, and any application made in connection therewith;
- (B) **Money, Securities**, or **Property** covered under this Policy;
- (C) the **Insured's** interest in **Money, Securities**, or **Property** covered under this Policy; or
- (D) a claim under this Policy.

XIX. VALUATION AND FOREIGN CURRENCY

(A) All premiums, limits, retentions, loss and other amounts under this Policy are expressed and payable in the currency of the United States of America.

(B) In the event of a loss of **Securities**, the Company shall:

- (1) value such **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which a loss is **Discovered**, provided that at its sole discretion, the Company may:
 - (a) pay the value of such **Securities** or purchase replacement **Securities**, in which event the **Insured** must assign the Company all rights, title and interest in and to such lost **Securities**; or
 - (b) issue its indemnity in the form of, or pay the cost of, a Lost Instrument Bond or similar suretyship, to effect replacement of such **Securities**.

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- (C) In the event of a loss of **Property**, other than any loss of precious metals, the Company shall pay without deduction for depreciation, the least of:
- (1) the cost to repair or replace **Property**, other than precious metals, with that of similar quality and value; or
 - (2) the amount the **Insured** actually spends that is necessary to repair or replace **Property**.
- With respect to this Subsection (C):
- (a) the Company shall not pay the cost to repair or replace **Property** until such **Property** is actually repaired or replaced, which must occur within twelve (12) months from the time the **Parent Organization** complies with Section XVII, Notice; and
 - (b) if the **Property** is not repaired or replaced, the Company will pay the actual cash value of the **Property**.
- (D) In the event of a loss involving foreign currency, the Company shall pay the United States of America dollar value of foreign currency based on the rate of exchange published in The Wall Street Journal on the day loss involving foreign currency is **Discovered**.
- (E) In the event of a loss of precious metals, the Company shall pay the United States of America dollar value of any precious metals based on the price published in The Wall Street Journal, Cash Prices, Precious Metals, on the day loss involving precious metals is **Discovered**.
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XX. ACTION AGAINST THE COMPANY

No action may be taken against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy. No person or entity shall have any right under this Policy to join the Company as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the Company be impleaded by such **Insured** or legal representatives of such **Insured**.

XXI. JOINT INSURED

- (A) By acceptance of this Policy, the **Parent Organization** agrees that it shall be considered the sole agent of, and shall act on behalf of, each **Insured** with respect to:
- (1) the payment of premiums and the receiving of return premiums that may become due under this Policy;
 - (2) the negotiation, agreement to and acceptance of endorsements to this Policy; and
 - (3) the giving or receiving of any notice provided for in this Policy.
- Each **Insured** agrees that the **Parent Organization** shall act on its behalf with respect to the foregoing.
- (B) Each and every other **Insured** shall be conclusively deemed to have consented to and agreed that none of them shall have any direct beneficiary interest in or any right of action under this Policy and neither this Policy nor any right of action shall be assignable.
- (C) Knowledge possessed by any **Insured** or **Discovery** by any **Insured** shall be deemed knowledge possessed by or **Discovery** by all **Insureds**.
- (D) All loss and other payments, if any, payable by the Company, shall be payable to the **Parent Organization** without regard to such **Parent Organization's** obligations to others, and the Company shall not be responsible for the application by the **Parent Organization** of any payment made by the Company, except for loss and other payments, if any, payable by the Company to any **ERISA Plan**, which shall be made directly to the **ERISA Plan** sustaining such loss. If the Company agrees to and makes payment to any **Insured** other than the **Parent Organization**, such payment shall be treated as though made to the **Parent Organization**.
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XXII. ALTERATION AND ASSIGNMENT

No change in, modification of, or assignment of interest under, this Policy shall be effective except when made by written endorsement to this Policy which is signed by an authorized representative of the Company.

XXIII. WORLDWIDE TERRITORY

Coverage shall extend to loss anywhere in the world.

XXIV. STATE AMENDATORY INCONSISTENCY

If there is an inconsistency between a state amendatory endorsement attached to this Policy and any other term or condition of this Policy, the Company shall apply, where permitted by law, those terms and conditions either of such state amendatory endorsement or the Policy which are more favorable to the **Insured's** coverage, provided that, with respect to any time period relating to notice of cancellation provided under this Policy, the Company shall apply the applicable state law.

XXV. HEADINGS

The descriptions in the headings and sub-headings of this Policy are solely for convenience and form no part of the terms and conditions of coverage.

XXVI. COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

This insurance does not apply to the extent that trade or economic sanctions law or any other similar laws or regulations prohibit the Company from providing insurance.

XXVII. DEFINITIONS

When used in this Policy:

Banking Premises means the interior portion of a building occupied by, or the night depository chute or safe maintained by, any bank, trust company or similar financial institution.

Certificated Security means a share, participation or other interest in property of the issuer, or an enterprise of the issuer, or an obligation of the issuer, which is:

- (A) represented by an instrument issued in bearer or registered form;
- (B) of a type commonly dealt in on securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment; and
- (C) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.

Claim Expenses means reasonable expenses incurred by the **Insured** with the Company's prior written consent, solely for independent accounting firms or individuals retained to determine the amount of a covered loss. **Claim Expenses** shall not include the **Insured's** internal corporate costs (such as salaries), attorneys' fees, or expenses incurred by any **Client**.

Client means a customer of an **Insured** to whom an **Insured** provides goods or services under written contract or for a fee.

Computer Investigation Expenses means reasonable expenses incurred by the **Insured** with the Company's prior written consent, for computer forensic services to investigate a covered loss. **Computer Investigation Expenses** shall not include the **Insured's** internal corporate costs (such as salaries), attorneys' fees, or expenses incurred by any **Client**.

Computer System means a device or group of devices and all input, output, processing, storage, off-line media libraries (including third-party hosted computing services accessed across the internet and their associated infrastructure, platform, and software services), and communication facilities, including related communications networks, which are connected directly or indirectly to such device or group of devices and which are leased, owned or operated by an **Insured** or operated for the benefit of an **Insured** by another entity under written agreement with such **Insured**.

Contractual Independent Contractor means any natural person while in the service of an **Insured** and in the ordinary course of such **Insured's** business, whom an **Insured** directly compensates pursuant to a written contract between such **Insured** and such natural person.

Cryptocurrency means a digital or electronic medium of exchange, operating independently of a central bank, in which encryption techniques are used to regulate the generation of units and to verify the transfer of such units.

Customer Communication System means an online portal or mobile application provided by the **Insured** for purposes of accessing a **Client** or customer account maintained by the **Insured**.

Discovery or **Discovered** means knowledge acquired by an **Executive** or **Insurance Representative** of any **Insured** which would cause a reasonable person to believe a covered loss has occurred or an occurrence has arisen that may subsequently result in a covered loss. This includes loss:

- (A) sustained prior to the inception date of any coverage under this Policy;
- (B) which does not exceed the Retention; or
- (C) the exact amount or details of which are unknown.

However, this shall not include knowledge acquired by an **Executive** or **Insurance Representative** of any **Insured** acting alone or in collusion with an **Employee** who is a participant in any **Theft, Forgery, or Fraud or Dishonesty**.

Employee means any:

- (A) natural person, other than an **Executive** or **Plan Official**, while in the regular service of an **Insured** in the ordinary course of such **Insured's** business, whom such **Insured** compensates by salary or wages and has the right to govern and direct in the performance of such service, including any part-time, seasonal, leased or temporary worker, volunteer, intern, or any person formerly meeting this definition while retained by the **Insured** as a consultant pursuant to a written contract;
- (B) **Executive** while performing acts within the scope of the usual duties of an **Employee**;
- (C) **Contractual Independent Contractor**;
- (D) **Plan Official**;
- (E) natural person, as defined in Subsections (A) and (B) of this definition, while on leave for military services, medical or family, with the consent of the **Insured**; or
- (F) natural person described in Subsections (A) and (B) of this definition, during a period not exceeding sixty (60) days following the termination of such natural person's service with the **Insured**.

Employee Benefit Plan means any pension or welfare benefit plan sponsored by the **Parent Organization** or any **Subsidiary** for the benefit of its **Employees** or former **Employees**, or jointly by such **Parent Organization** or **Subsidiary** and a labor union for the benefit of **Employees** and which existed on or before the inception of this Policy, or which is created or acquired after the inception of this Policy in accordance with Section XIII, Acquisition of Subsidiaries.

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

ERISA Plan means any **Employee Benefit Plan** that is subject to **ERISA**.

Executive means any natural person specified below:

- (A) a director, officer, trustee, member of the Board of Managers or management committee member of an **Insured** chartered in the United States of America;
- (B) in-house general counsel of an **Insured** chartered in the United States of America;
- (C) equivalent positions of Subsections (A) and (B) above of an **Insured** chartered in any other jurisdiction anywhere in the world; or
- (D) natural person partner of an **Insured** while engaged in the regular service of such **Insured**.

Financial Instrument means a check, draft or similar written promise, order or direction to pay a sum certain in **Money** that is made, drawn by or drawn upon an **Insured** or made or drawn by anyone acting as an **Insured's** agent, or that is purported to have been so made or drawn. For purposes of Insuring Clause (D), Forgery, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

Forgery means:

- (A) affixing the handwritten signature, or a reproduction of the handwritten signature, of another natural person without authorization and with the intent to deceive; or
- (B) affixing the name of an **Insured** as an endorsement to a **Financial Instrument** without authority and with the intent to deceive,

provided that 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 is not a **Forgery**. An electronic or digital signature is not a reproduction of a handwritten signature. **Forgery** does not include a typed name in any form, including but not limited to email, letterhead or pre-printed material.

Fraud or Dishonesty means any intentional act of larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, wrongful conversion or willful misapplication, or any other intentional fraudulent or dishonest act. **Fraud or Dishonesty** shall also include any intentional act prohibited by Title 18, Section 1954 of the U.S. Code.

Funds Transfer Fraud means fraudulent electronic, telegraphic, cable, teletype, facsimile, telephone or written instructions (other than **Forgery**), purportedly issued by an **Insured** to a financial institution by a **Third Party** which directs such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by such **Insured** at such institution, without such **Insured's** knowledge or consent.

Insurance Representative means any member of the **Insured's** Risk Management Department including a risk manager, designated to represent an **Insured** for the purpose of effecting and maintaining insurance.

Insured means:

- (A) the **Parent Organization**;
- (B) any **Subsidiary**;
- (C) any **Employee Benefit Plan**; or
- (D) any **ERISA Plan**.

Insured's Network means:

- (A) a **Computer System**; or
- (B) a **Customer Communication System**.

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

- (A) an **Employee**; or
- (B) an armored vehicle company duly authorized by such **Insured** to have custody of **Money** or **Securities**.

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

Management Control means:

- (A) owning or controlling interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of: (1) the board of directors of a corporation; (2) the management committee members of a joint venture or partnership; (3) the members of the management board, board of directors, or managers of a limited liability company; or the functional or foreign equivalent of the entities described in (1) through (3); or
- (B) having the right, pursuant to the written contract or the bylaws, charter, operating agreement, or similar documents of an entity, for the selection of a majority of: (1) the board of directors of a corporation; (2) the management committee members of a joint venture or partnership; (3) the members of the management board, board of directors, or managers of a limited liability company; or the functional or foreign equivalent of the entities described in (1) through (3).

Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as part of its currency, including coin, bank notes and precious metals in bullion form. **Money** shall not include **Securities** or **Cryptocurrency**.

Money Orders and Counterfeit Currency Fraud means the good faith acceptance by an **Insured**:

- (A) in exchange for merchandise, **Money** or services, of any post office or express company or bank money order, issued or purporting to have been issued by any post office, express company, or bank, if such money order is not paid upon presentation; or
- (B) in the regular course of business, of counterfeit paper currency.

Network Intrusion means:

- (A) unauthorized access; or
- (B) the entry of an unauthorized application or software program,

into the **Insured's Network** by any entity or natural person, except an **Employee** or any authorized representative of the **Insured**.

Plan Official means any natural person while in the service of any **Insured** who is required to be bonded by Title 1 of **ERISA**, including:

- (A) a fiduciary;
- (B) a trustee;
- (C) an administrator;
- (D) an officer;
- (E) any other natural person who handles **ERISA Plan** assets; or
- (F) any natural person described in Subsections (A) through (E) above during a period not exceeding sixty (60) days following the termination of such natural person's service with the **Insured**,

provided that **Plan Official** shall not include any independent contractor, **Contractual Independent Contractor**, or any agent, broker, factor, commission merchant, consignee, or representative of the same general character or employee thereof.

Policy Period means the period of time set forth in Item 2 of the Declarations, subject to any termination in accordance with Section XI, Termination of Policy.

Premises means the interior portion of a building occupied by an **Insured** in conducting its business.

Property means tangible property other than **Money** or **Securities**. **Property** shall not include computer programs, electronic data or any property specifically excluded under this Policy.

Robbery means the unlawful taking of **Money**, **Securities** or **Property** from the custody of an **Employee**, or other person (except a person acting as a watchman, porter or janitor) duly authorized by an **Insured** to have custody of such **Money**, **Securities** or **Property**, by violence or threat of violence, committed in the presence and cognizance of such **Employee** or other person.

Safe Burglary means the unlawful taking of **Money**, **Securities** or **Property**, by forcible or violent entry evidenced by visible marks, from a locked vault or safe located within the **Premises**.

Securities means any tangible:

- (A) revenue and other stamps in current use;
- (B) gift certificates, gift cards or similar instruments issued by an **Insured**; or
- (C) tokens, chips, or tickets in current use,

which represent either **Money** or **Property**.

Securities also includes any **Certificated Security** or **Uncertificated Security** but does not include **Money** or **Cryptocurrency**.

Social Engineering Fraud means the intentional misleading of an **Employee** through misrepresentation of a material fact which is relied upon by such **Employee** believing it to be genuine committed by a person purporting to be:

- (A) a **Vendor**;
- (B) a **Client**; or
- (C) an **Employee** authorized by the **Insured** to instruct other **Employees** to transfer **Money** or **Securities**,

which results in the transfer, payment, or delivery of **Money** or **Securities**.

Subsidiary means any entity or organization of which the **Parent Organization**, either directly or through one or more **Subsidiaries**, has **Management Control** and which exists at the inception of the **Policy Period**, or which is formed or acquired during the **Policy Period** by an existing **Insured** in accordance with Section XIII, Acquisition of Subsidiaries.

Theft means the unlawful taking of **Money** or **Securities** to the deprivation of an **Insured** or a **Client**. Solely for the purposes of Insuring Clauses (A)(1) and (A)(2), **Theft** also includes the unlawful taking of **Property**.

Third Party means any natural person or organization other than an **Employee**, **Client**, or any agent, factor, commission merchant, independent contractor, or other authorized representative of an **Insured** or of a **Client**.

Uncertificated Security means a share, participation or other interest in property of the issuer, or an enterprise of the issuer, or an obligation of the issuer, which is:

- (A) not represented by an instrument and the transfer of which is registered on books maintained for that purpose by or on behalf of the issuer;
- (B) of a type commonly dealt in on securities exchanges or markets; and
- (C) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.

Vendor means any **Third Party** that has provided goods or services to an **Insured** under a legitimate pre-existing arrangement or written agreement. However, **Vendor** does not include any asset manager, broker-dealer, counter party, custodian, or any similar entity.

COLORADO AMENDATORY ENDORSEMENT

Named Insured COLORADO SPECIAL DISTRICTS PROPERTY & LIABILITY POOL		Endorsement Number 1
Policy Number JO5931794	Policy Period 01-01-2024 to 01-01-2025	Effective Date of Endorsement January 1, 2024
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
THE CHUBB PRIMARY COMMERCIAL CRIME INSURANCE**

In consideration of the premium charged, it is agreed that Section XI., TERMINATION OF POLICY, is amended as follows:

1. The following is added at the end of Subsection (A):
provided that, notice of termination by the Company will be mailed by first class mail to the **Parent Organization** at its address last shown in the Company’s records and will state the reason for termination;
2. The following paragraph at the end of such Section:
Notice of termination by the Company is effective only if the Company mails at least forty-five (45) days’ advance written notice of non-renewal by first class mail to the **Parent Organization** at its address last shown in the Company’s records. No notice of non-renewal will be provided if the **Parent Organization** has not paid any premium deposit required for renewal. The Company may condition the renewal of this Policy upon a decrease in coverage or upon an increase in premium provided that the Company mails written notice of such changes(s) and the reason(s) for such change(s) by first class mail to the **Parent Organization** at its address last shown in the Company’s records at least forty-five (45) days before the expiration of the **Policy Period**. If the Company does not provide such renewal terms and a statement of the amount of premium due at least forty-five (45) days before the expiration of the **Policy Period**, the Company shall extend the existing Policy for a period of forty-five (45) days and the premium for this extended period shall be prorated based on the premium applicable to the existing Policy. If no such notice is mailed or delivered before the expiration of the **Policy Period**, the **Parent Organization** may renew this Policy for an additional **Policy Period** at the same terms conditions and premium as the expiring Policy.

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the State of Colorado.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

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

A handwritten signature in black ink, appearing to be "P. M. De" or similar, written in a cursive style.

Authorized Representative

SOCIAL ENGINEERING FRAUD – OFFICIAL AUTHORIZATION ENDORSEMENT

Named Insured COLORADO SPECIAL DISTRICTS PROPERTY & LIABILITY POOL		Endorsement Number 4
Policy Number JO5931794	Policy Period 01-01-2024 to 01-01-2025	Effective Date of Endorsement January 1, 2024
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

THE CHUBB PRIMARY COMMERCIAL CRIME INSURANCE

In consideration of the premium charged, it is agreed that, solely with respect to Insuring Clause (G): Social Engineering Fraud, the Policy is amended as follows:

- (1) Item 3. of the Declarations is deleted and replaced with the following:

Item 3. Limits of Liability and Retentions:

Insuring Clause (G)	Social Engineering Fraud with Official Authorization	Employee Theft Limit up to \$250,000	20% of the limit for Insuring Clause (G)
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- (2) Section I, Insuring Clauses, is amended by deleting Insuring Clause (G), Social Engineering Fraud, and replacing it with the following:

Social Engineering Fraud with Official Authorization

(G) The Company shall pay for loss sustained by an **Insured** resulting directly from a **Social Engineering Fraud** committed by a **Third Party** where an **Official Authorization** has been performed.

- (3) Section XXVII, Definitions, is amended to add the following:

Bank Account Request means a request to change, modify or update a bank account or wire transfer instructions.

Counterparty means a **Vendor, Client** or **Employee** or natural person purporting to be a **Vendor, Client** or **Employee**.

Impersonated Employee means a natural person purporting to be an **Employee** authorized to instruct other **Employees** to transfer **Money** or **Securities**.

Official Authorization means, with respect to any:

- (A) transfer of **Money** or **Securities** made in reliance upon any misrepresentation of a material fact committed by an **Impersonated Employee**, approval of such transfer by at least two **Employees**, one of whom is an **Executive**;
- (B) loss as a result of a **Bank Account Request**, an **Employee** attempted to verify the authenticity of such request by communicating with **Counterparty** via any communication method, other than e-mail, prior transferring **Money** or **Securities** and contemporaneously documented the communication method utilized and result of such attempt in writing; and
- (C) transfer of **Money** or **Securities**, other than that described in paragraphs (A) and (B) above, an **Employee** attempted to verify any statement upon which he/she relied by communicating with **Counterparty** via any communication method, other than e-mail, prior to transferring **Money** or **Securities**, and contemporaneously documented the communication method utilized and result of such attempt in writing.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

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

A handwritten signature in black ink, appearing to be "P. M. Q.", written in a cursive style.

Authorized Representative