

## BLANKET CRIME COVERAGE - RIDER C-8

The Insurer agrees, subject to the statements contained in the Declarations, the burglary-robbery insurance standard conditions attached to this policy and such exclusions, definitions, limitations, conditions and other terms of this Rider, to pay the Insured for:

### I. INSURING AGREEMENTS

1. **Employee Dishonesty:** loss of money, securities and other business property of the Insured by dishonest or fraudulent acts of the Insured's employees.
2. **Loss Inside the Premises:** loss of money and securities by the actual destruction, disappearance or wrongful abstraction thereof, within the "premises" or within a bank or savings institution. The Insurer shall not be liable for more than \$100. while the "premises" are not open for business. However, this limitation shall not apply to loss by "Robbery", "Safe Burglary" or destruction of money and securities contained within a safe or vault on the "premises".
3. **Loss Away from the Premises:** loss of money and securities by the actual destruction, disappearance or wrongful abstraction thereof while en route to or from the "premises", bank or savings institution.
4. **Money Orders & Counterfeit Paper Currency:** loss due to the acceptance in good faith in the regular course of the Insured's business of:
  - (a) any post office or express money order, issued or alleged to have been issued by any post office or express company, if such money order is not paid upon presentation; or
  - (b) counterfeit Canadian or United States paper currency.
5. **Depositors Forgery:** loss caused by forgery or alteration of any cheque or negotiable instrument:
  - (a) made or drawn or alleged to have been made or drawn by the Insured or the Insured's agent; or
  - (b) drawn or alleged to have been drawn on the Insured's account.

This includes:

- (a) any cheque or draft made or drawn in the Insured's name, payable to a fictitious payee and endorsed in the name of such fictitious payee;
- (b) any cheque or draft procured in a face to face transaction with the Insured or the Insured's agent, by any one impersonating another and made or drawn payable to one so impersonated and endorsed by anyone other than the one so impersonated;
- (c) any payroll cheque, payroll draft or payroll order made or drawn by the Insured, payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority from such payee;

whether or not any endorsement mentioned above is a forgery within the law of the place controlling its construction.

Mechanically reproduced facsimile signatures shall be treated the same as handwritten signatures.

Such coverage as is afforded by this Insuring Agreement 5 is extended to insure any bank which is included in the Insured's proof of loss and in which the Insured carries a chequing or savings account. The Insured shall be entitled to priority of payment over loss sustained by any bank aforesaid. Loss under this Insuring Agreement, whether sustained by the Insured or such bank, shall be paid directly to the Insured in its own name, except in cases where such bank shall have already fully reimbursed the Insured for such loss. The liability of the Insurer to such bank for such loss shall be a part of and not in addition to the amount of insurance shown in the Declarations.

### II. EXCLUSIONS

This Rider does not insure:

1. loss, the proof of which, as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation;
2. loss due to any fraudulent, dishonest or criminal act committed by the Insured or any of the Insured's partners, officers, directors or trustees whether acting alone or in collusion with others;
3. under insuring agreements 2 and 3, loss due to any fraudulent, dishonest or criminal act committed by any employee of the Insured, whether acting alone or in collusion with others, but this exclusion does not apply to "Safe Burglary" or "Robbery".

### III. DEFINITIONS

The following terms, as used in this rider, shall have the respective meanings stated in this section:

1. "Robbery" means:
  - (a) the felonious and forcible taking of insured property
    - (i) by violence inflicted upon a custodian; or
    - (ii) by putting the custodian in fear of violence; or
    - (iii) by any other overt felonious act committed in the presence of the custodian and of which he was cognizant at the time, provided such act is not committed by an officer, partner or employee of the Insured.

- (b) the felonious and forcible taking of insured property from the custodian who, while having custody of the insured property, has been killed or physically disabled by injuries inflicted maliciously or sustained accidentally.
2. "Safe Burglary" means the felonious abstraction of (1) a safe from within the premises; or (2) insured property from within a vault or safe located within the premises by a person making a felonious entry into such vault or such safe and any vault containing the safe when all doors thereof are duly closed and locked by at least one combination or time lock thereon, provided that such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (b) the top, bottom or walls of such vault of such safe and any vault containing the safe through which entry is made if not made through such doors.
  3. "Custodian" means the Insured, a partner therein or an officer thereof, or any other person who is in the regular employ of and duly authorized by the Insured to have the care and custody of the insured property. In no event shall a person while acting as a watchman, janitor or porter be considered a custodian.
  4. "Premises" means the interior of that portion of any building occupied by the Insured at the location designated in the Declarations.
  5. "Money" means currency, coins, bank notes and bullion.
  6. "Securities" means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.

#### **IV SPECIAL CONDITIONS**

1. **POLICY PERIOD - TERRITORY - DISCOVERY:** This rider shall apply only to loss occurring during the Policy Period shown in the Declarations or within any extension thereof under Renewal Certificate issued by the Insurer, provided that such loss occurs within Canada or The United States of America (excluding Alaska) and is discovered not later than one year from the end of the Policy Period.
2. **JOINT INSURED:** If more than one Insured is named in the Declarations, the Insured first named shall act for every Insured for all purposes of this policy. Knowledge possessed or discovery made by any Insured shall constitute knowledge possessed or discovery made by every Insured.
3. **LIMIT OF LIABILITY:** The applicable limit of insurance stated in the Declarations is the total limit of the Insurer's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence.
4. **RECORDS:** The Insured shall keep records of all insured property in a manner that will enable the Insurer to verify the amount of any loss.
5. **INSURED'S DUTIES WHEN LOSS OCCURS:** Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the Insured shall:
  - (a) give notice thereof as soon as practicable to the Insurer or any of its authorized agents and also to the police if the loss is due to a violation of law;
  - (b) file detailed proof of loss, duly sworn to, with the Insurer within four months after the discovery of loss.Upon the Insurer's request, the Insured and every claimant hereunder shall submit to examination by the Insurer, subscribe the same, under oath if required, and produce for the Insurer's examination all pertinent records all at such reasonable times and places as the Insurer shall designate, and shall cooperate with the Insurer in all matters pertaining to loss or claims with respect thereto.
6. **FRAUDULENT OR DISHONEST ACTS OF EMPLOYEES:** As respects Insuring Agreement 1:
  - (a) this insurance is deemed cancelled as to any employee immediately upon discovery by the Insured, or any partner or officer thereof, of any fraudulent or dishonest act of such employee;
  - (b) the dishonest or fraudulent acts or series of similar or related acts of any employee acting alone or in collusion with others during the policy period shall be deemed to be one occurrence for the purpose of applying the deductible and the amount of insurance.
7. **LOSS UNDER PRIOR BOND OR POLICY:** This Rider applies to loss which would have been recoverable by the Insured under a prior bond or policy, except for the fact the time within which to discover loss under the prior bond or policy had expired, provided:
  - (a) coverage under this Rider is substituted for the prior bond or policy at the time the prior bond or policy is terminated, cancelled or allowed to expire;
  - (b) the insurance under this condition shall not increase the amount of insurance under Blanket Crime Coverage;
  - (c) such loss would have been covered under this Rider, had this Rider subject to all its conditions and limitations at the time of such substitution, been in force when the acts or events causing such loss occurred; and
  - (d) recovery under this Rider shall not exceed the smaller of the following:
    - (i) the amount which would have been recoverable under such prior bond or policy had such prior bond or policy continued in force until the discovery of such loss; or
    - (ii) the amount which would have been recoverable under this Rider had this coverage been in force when such acts or events were committed.
8. The conditions, limitations and other terms expressed in the Insuring Agreements, Exclusions, Definitions, and Special Conditions of this Rider shall prevail wherever they conflict with the Standard Conditions contained in the policy.

Except as otherwise provided in this rider, all terms, provisions and conditions of the policy shall have full force and effect.