The F&D Companies

GOVERNMENT CRIME POLICY
DECLARATIONS

Administrative Office
1400 American Lane
Schaumburg, IL 60196

This policy issued by: ☒ Fidelity and Deposit Company of Maryland ☐ Colonial American Casualty and Surety Company (a stock insurance company)

Policy No. CCP 0065800 07

Named Insured and Mailing Address
State of Ohio
4200 Surface Road
Columbus, OH 43228

Producer Name and Address:
Willis of Ohio, Inc.
775 Yard Street, Suite 200
Columbus, OH 43212-3891

Policy Period: From **07/01/2016** to **07/01/2017** at 12:01 A.M. Standard Time at your mailing address shown above.

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.

INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLE

INSURING AGREEMENTS	LIMIT OF INSURANCE Per Occurrence	DEDUCTIBLE AMOUNT Per Occurrence
1. **Employee Theft**	$ **250,000**	$ **5,000.00**
2. **Employee Theft – Per Employee Coverage**	**Not Covered**	
3. **Forgery Or Alteration**	**250,000.00**	
4. **Inside The Premises – Theft of Money and Securities**	**25,00.00**	
5. **Inside The Premises – Robbery Or Safe Burglary Of Other Property**	**See Schedule**	**See Schedule**
6. **Outside The Premises**	**See Schedule**	**See Schedule**
7. **Computer Fraud**	**Not Covered**	
8. **Funds Transfer Fraud**	**Not Covered**	
9. **Money Orders And Counterfeit Paper Currency**	**Not Covered**	
If Added By Endorsement, Insuring Agreement(s)		
Inside The Premises – Robbery Of Other Property	$ **See Schedule**	$ **See Schedule**
Official Bond	**Endorsement B**	**Nil**

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

*Policy Premium is payable: $ **62,059.00** at inception; $ 1st Anniversary; $ 2nd Anniversary

*Includes Taxes and/or Surcharges

ENDORSEMENTS FORMING PART OF THIS POLICY WHEN ISSUED:

CR 00 26 05 06 Endorsement B CR 20 05 05 06 CR 25 12 03 00 CR 25 19 05 06 CR 25 31 03 00
CR 25 32 03 00 CR 35 12 03 00 CR 02 19 10 10 Endorsement A U-GU-1191-A CW

CANCELLATION OF PRIOR INSURANCE ISSUED BY US: By acceptance of this Policy you give us notice canceling prior policy or Bond Nos. **CCP 0065800 06**
the cancellation to be effective at the time this Policy becomes effective.

COUNTERSIGNED: _____ (Date) By: _____ Authorized Representative

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page countersigned by a duly authorized representative of the Company.

Attest By

Secretary *President*

U-CR-D-103-A CW (Ed. 10/08)

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LMS/08/10/16

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.

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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

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(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.

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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.

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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 nonpayment 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.

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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.

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(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.

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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.

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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.

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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.

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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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFFICIAL BOND ENDORSEMENT

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

SCHEDULE OF PRINCIPALS

Covered Position(s)	Locations of Covered Positions	Limit of Insurance On Each Principal	Number of Principals in Each Position as of Inception	Deductible Amount On Each Principal	
Adjutant General	Adjutant General	$30,000	1	$	Nil
Ast Quartermaster General	Adjutant General	$20,000	1	$	Nil
Ast Adjutant General for Army	Adjutant General	$10,000	1	$	Nil
Ast Adjutant General for Air	Adjutant General	$10,000	1	$	Nil
Secretary-Treasurer	Air Quality Development Authority	$50,000	1	$	Nil
Each Authority Member (6)	Air Quality Development Authority	$25,000	5	$	Nil
Secretary	Architects Board	$3,000	1	$	Nil
Executive Secretary	Architects Board	$3,000	1	$	Nil
Clerical Assistants	Architects Board	$3,000	2	$	Nil
Commissioner - voting member	Athletic Commission	$10,000	1	$	Nil
Commissioner - voting member	Athletic Commission	$10,000	1	$	Nil
Commissioner - voting member	Athletic Commission	$10,000	1	$	Nil
Commissioner - voting member	Athletic Commission	$10,000	1	$	Nil
Commissioner - voting member	Athletic Commission	$10,000	1	$	Nil
Deputy Auditor	Auditor's Office	$10,000	1	$	Nil
Executive	Barber Board	$50,000	1	$	Nil
Each Commission Member	Casino Commission	$10,000	7	$	Nil
Executive Director	Casino Commission	$25,000	1	$	Nil
Executive Director	Chiropractic Examiners Board	$50,000	1	$	Nil
Executive Director	Consumers' Counsel	$5,000	1	$	Nil
Executive Director	Cosmetology Board	$50,000	1	$	Nil

Secretary	Dental Board	$2,000	1	$	Nil
Each Board Member	Industrial Commission	$50,000	3	$	Nil
Each Commission Member	Liquor Control Commission	$10,000	3	$	Nil
Each Commission Member	Lottery Commission	$10,000	9		
Wildlife Officers	Natural Resources, Division of Wildlife	$1,000	135		
Executive Director	Nursing Board	$50,000	1	$	Nil
Secretary	Ohio Construction Industry Licensing Board	$5,000	1	$	Nil
Executive Secretary-Treasurer	Optical Dispensers Board	$50,000	1	$	Nil
Executive Director	Optometry Board	$2,000	1	$	Nil
Each Board Member	Personnel Board of Review	$10,000	3	$	Nil
Chairman of the Board	Petroleum Underground Storage Tank Release Compensation Board (PUSTRCB)	$50,000	1	$	Nil
Each Board Member	PUSTRCB	$25,000	9	$	Nil
Executive Director & All Employees	Pharmacy Board	$25,000	57	$	Nil
Executive Director	Public Safety-State Board of Emergency Medical Services	$100,000	1	$	Nil
Registrar	Public Safety-BMV	$100,000	1	$	Nil
Each State Highway Patrol Trooper & Radio Operator	Public Safety-Highway Patrol	$2,500	1902	$	Nil
Superintendent	Public Safety	$100,000	1	$	Nil
Each Commission Member	PUCO	$5,000	5	$	Nil
Each Commissioner	Racing Commission	$10,000	5	$	Nil
Executive Director	Southern Ohio Agricultural & Community Development Foundation	$100,000	1	$	Nil
Clerk	Supreme Court of Ohio	$20,000	1	$	Nil
Reporter of Decisions	Supreme Court of Ohio	$5,000	1	$	Nil
Law Librarian	Supreme Court of Ohio	$5,000	1	$	Nil
Each Board Member	Tax Appeals Board	$5,000	3	$	Nil
Executive Director	Veterinary Medical Licensing Board	$50,000	1	$	Nil
Each Board Member	Water Development Authority	$25,000	8	$	Nil
Secretary - Treasurer	Water Development Authority	$50,000	1	$	Nil
Administrator	Workers Compensation	$50,000	1	$	Nil
Director, Assistant Directors, EEO Coordinator	Administrative Services	$20,000	4	$	Nil
Director	Aging	$20,000	1	$	Nil

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Director, Assistant Director(s), Chiefs of Divisions: Administration, Animal Industry, Dairy Food Safety, Plant Industry, Markets, Meat Inspection, Consumer Analytical Labaratory, Amusement Ride Safety, Enforcement, Weights and Measures	Agriculture	$20,000	12	$	Nil
Director	Budget & Management	$20,000	1	$	Nil
Director, Assistant Directors, Commissioner of Securities, Division Superintendents, State Fire Marshal Superintendent of labor, Superintendent of liquor control, Superintendent of unclaimed funds	Commerce	$20,000	10	$	Nil
Director	Development	$20,000	1	$	Nil
Director	Environmental Protection Agency	$20,000	1	$	Nil
Director, Assistant Director(s)	Health	$20,000	3	$	Nil
Director, Assistant Director(s), Deputy Superintendent of Insurance, Assistant Superintendent of Insurance, Technical; Assistant Superintendent of Insurance, Administrative; Assistant Superintendent of Insurance, Research	Insurance	$20,000	6	$	Nil
Director, Assistant Director(s)	Job & Family Services	$20,000	3	$	Nil
Director	Office of Medical Assistance	$20,000	1	$	Nil
Director	Mental Health	$20,000	1	$	Nil
Director	Developmental Disabilities	$20,000	1	$	Nil
Director	Medicaid	$20,000	1	$	Nil
Director, Chiefs of Divisions: Mineral Resources Management, Forestry, Natural Areas & Preserves, Wildlife, Geological Survey, Parks and Recreation, Watercraft, Recycling and Litter Prevention, Soil and Water Resources, Engineering Chiefs of Divisions	Natural Resources	$20,000	11	$	Nil
Director	Public Safety	$20,000	1	$	Nil
Director	Rehabilitation & Correction	$20,000	1	$	Nil
Director, Assistant Director(s)	Transportation	$20,000	4	$	Nil
Director	Veterans Services	$20,000	1	$	Nil
Director	Youth Services	$20,000	1	$	Nil

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Know All Men By These Presents:

With respect to this endorsement, Insuring Agreements 1. Employee Theft – Per Loss Coverage and 2. Employee Theft – Per Employee Coverage are deleted and replaced by the following:

1.a. Official Bond

Each individual who was elected or appointed to a Covered Position listed in the Schedule above is hereinafter called Principal, and Fidelity and Deposit Company of Maryland a corporation of the State of Maryland having its principal office in the City of Schaumburg, Illinois, hereinafter called Surety are held and firmly bound unto the State of Ohio (hereinafter called Obligee) in the penalty listed in such Schedule, to the payment whereof, well and truly to be made and done.

The conditions of the aforegoing obligation are such, that, whereas

If the Principals shall, during the term of this policy well and faithfully perform all and singular the duties incumbent upon them by reason of their election or appointment as aforesaid, and honestly account for all moneys coming into their hands according to law, except as hereinafter limited, then this obligation shall be null and void; otherwise of full force and virtue.

This policy is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

That regardless of the number of years this Policy shall continue or be continued in force, or be renewed, and of the number of annual premiums that shall be payable or paid, the Surety shall not be liable under this endorsement, to the Obligee, for more in the aggregate per Principal than the Limit of Insurance shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE RETROACTIVE DATE

This endorsement modifies insurance provided under the Discovery Form version of the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY

SCHEDULE

Named Insured: State of Ohio
Joint Insured(s):
Entity(ies), Assets Or Liabilities:
Retroactive Date 12:01 A.M. on: 01/31/2009
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The following is added to Section **E. Conditions:**

a. Retroactive Date For Named Insured

If the Retroactive Date shown in the Schedule applies to the Named Insured as indicated in the Schedule, the first paragraph of Section **A. – Insuring Agreements** is replaced by the following:

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 in its entirety after the Retroactive Date shown in the Schedule 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.

b. Retroactive Date For Joint Insured

If the Retroactive Date shown in the Schedule applies to a Joint Insured(s) shown in the Schedule, the first paragraph of Section **A. – Insuring Agreements** shall be deemed amended as respects such Joint Insured(s) as follows:

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" involving such Joint Insured(s) taking place in its entirety after the Retroactive Date shown in the Schedule 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.

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c. Retroactive Date For An Entity Acquired Through Consolidation Or Merger

If the Retroactive Date shown in the Schedule applies to an entity(ies) shown in the Schedule, which is acquired through consolidation or merger, or purchase or acquisition of assets or liabilities of, another entity(ies), the first paragraph of Section **A. – Insuring Agreements** shall be deemed amended as respects such entity(ies) or assets or liabilities, as follows:

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" involving such entity(ies), taking place in its entirety after the Retroactive Date shown in the Schedule 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.

2. The definition of "Occurrence" is replaced by the following:

"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, after the Retroactive Date shown in the Schedule.

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 a person acting alone or in collusion with other persons, involving one or more instruments, after the Retroactive Date shown in the Schedule.

c. 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 after the Retroactive Date shown in the Schedule.

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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

A. Schedule*

Treasurers Or Tax Collectors
All
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations

B. Provisions

1. The Definition of "Employee" is amended to include your treasurers or tax collectors shown in the Schedule.
2. Exclusion **D.2.d.** Treasurer or Tax Collector is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

and applies to the Insuring Agreements designated below:

SCHEDULE

	Insuring Agreement	Limit Of Insurance
☒	**Employee Theft – Per Loss Coverage**	**$** 250,000.00
☐	**Employee Theft – Per Employee Coverage**	**$**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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.

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.

3. 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.

4. Part **(l)** of the **Termination As To Any Employee** Condition is replaced by the following:

(1) As soon as:

(a) You; or

(b) Any official or employee authorized to manage, govern or control your "employees" learn 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD BLANKET EXCESS LIMIT OF INSURANCE FOR SPECIFIED JOINT INSURED

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

applies to the Employee Theft Insuring Agreement:

A. Schedule*

Insured	Blanket Excess Limit Of Insurance
Department of Administrative Services (DAS)	**$350,000.00**
The Secretary of State Agency	$ 1,125,000.00
The Water Development Authority	$ 250,000.00
The Department of Veterans Services	$ 3,500,000.00
The Public Utilities Commission	$ 3,500,000.00
The Bureau Of Motor Vehicles	$ 75,000.00
Opportunities Ohioans with Disabilities Agency	$ 200,000.00
The BWC Board Of Directors	$ 750,000.00
The Department of Commerce	$ 250,000.00
The Office of the Treasurer of the State of Ohio	$ 4,750,000.00
The Ohio Housing Finance Authority	$ 50,000.00
* **Faithful Performance of Duty Coverage <u>Does Not Apply</u> to The Above Blanket Excess Limits of Insurance**	
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	

B. Provisions

1. The Blanket Excess Limit of Insurance shown in the Schedule applies in addition to the Limit of Insurance shown in the Declarations, but only to that part of any loss that exceeds the Limit of Insurance shown in the Declarations plus any applicable Deductible Amount.
2. The Blanket Excess Limit of Insurance applies only to loss caused by or involving an "employee" who is an "employee" of any Insured shown in the Schedule.
3. Paragraph **(3)** of the Joint Insured Condition does not apply as respects this Blanket Excess Limit of Insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROVIDE EMPLOYEE THEFT COVERAGE EXCESS OVER A STATUTORY BOND REQUIREMENT

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

and applies to the Employee Theft Insuring Agreement:

PROVISIONS

1. We will pay for loss caused by any "employee" required by law to be individually bonded which is in excess of the amount of such individual bond requirement, whether or not such individual bond is in force or is valid and collectible.

Exclusion **D.2.a.** Bonded Employee is deleted.

2. We will pay for loss caused by a treasurer or tax collector which is in excess of the amount of any individual bond requirement, whether or not such individual bond is in force or valid and collectible.

Exclusion **D.2.d.** Treasurer Or Tax Collector is deleted.

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POLICY NUMBER: **CCP 0065800 07**

COMMERCIAL CRIME
CR 35 12 03 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONVERT TO SCHEDULE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

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

	Insuring Agreement
☐	Inside the Premises – Theft of Money and Securities
☒	Inside the Premises – Robbery or Safe Burglary of Other Property
☒	Outside the Premises
☐	Inside the Premises – Theft of Other Property
☐	Inside the Premises – Robbery or Burglary of Other Property
☐	Inside the Premises – Robbery or Safe Burglary of Money and Securities

A. Schedule*

Address Of Premises	**Inside The Premises Limit Of Insurance**	**Outside The Premises Limit Of Insurance**
Department of Admin. Services (DAS)		**$350,000.00/$2,500.00 ded**
The Department of Veterans Services	**$**	**$**350,000.00/$5,000. deductible
Office of the Treasurer of the State of Ohio	**$**	**$**400,000.00/$2,500. deductible
The Public Utilities Commission	**$**	**$**5,000.00/$500. deductible
Ohio Court of Claims	**$**	**$**5,000.00/$50. deductible
Ohio Judicial Supreme Court	**$**	**$**50,000.00/$500. deductible
The Office of the Treas. of the State of Ohio	**$**315,000./2,500.deductible	**$**
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations		

B. PROVISIONS

1. The Definition of "Premises" is amended to read as follows:

   "Premises" means the interior of that portion of the building at the address shown in the Schedule that you occupy in conducting your business.

2. Coverage for "premises" acquired in addition to those shown in the Schedule will apply for 60 days from the date acquired, at the Limit of Insurance shown in the Schedule.

3. Our limit of liability for any one "messenger" or armored motor vehicle is the Outside The Premises Limit of Insurance applicable to the "premises" from which the "messenger" or armored motor vehicle initially operates regardless of the number of other "premises" served.

4. The Consolidation-Merger Condition does not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OHIO 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

A. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the **Cancellation Of Policy** Condition is replaced by the following:

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 only for one or more of the following reasons, except as provided in Paragraph **(6):**

(a) Nonpayment of premium;

(b) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;

(c) Discovery of a moral hazard or willful or reckless acts or omissions on your part which increase any hazard insured against;

(d) The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;

(e) Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;

(f) A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.

(3) We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.

(4) We will mail the notice of cancellation at least:

(a) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(b) 30 days before the effective date of cancellation, if we cancel for a reason stated in Paragraphs **(2)(b)** through **(2)(f).**

(5) The notice of cancellation will:

(a) State the effective date of cancellation. The policy period will end on that date.

(b) Contain the date of the notice and the policy number, and will state the reason for cancellation.

(6) Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.

(7) 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.

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B. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
3. Proof of mailing will be sufficient proof of notice.

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Policy No. **CCP 0065800 07**

ZURICH

NOTICE OF AGREEMENT FOR CLAIM REPORTING & HANDLING OF SETTLEMENT

An additional Condition is added as follows:

Manuscript Endorsement/Agreement for Claim Reporting, Handling, Settlement and Payment

Claim Reporting
All potential claims, whether first or third party, will be reported to the Broker of Record by the Office of Risk Management (ORM). Any state entity, employee or non-state party claiming to have an incurred loss contacting the Broker or the Carrier directly shall be referred to the ORM to begin the claim process.

Claim Handling
The ORM shall act as liaison between the State, third parties and the adjuster during the claim process. With the exception of obtaining investigatory interviews, all claim documentation shall flow through the ORM to ensure that proper claim procedure is followed and all documentation requested by the carrier is received, accurate and complete. In addition, a Proof of Loss shall be provided to the carrier by the ORM for both first and third party claims. In instances where the investigation by the Inspector General, State Auditor and/or State Highway Patrol is still underway, an initial proof of loss containing the known facts and evidence shall be presented in good faith.

Claim Settlement
The ORM shall be responsible for all settlement negotiations for both first and third party claims. Settlement agreements cannot be made with any other state or non-state person or entity.

Claim Payment
Instruction regarding claim payment and loss payee shall be provided to the carrier's claim representative prior to check issuance, on all first and third party claims. In addition, it is understood that any non-state loss payee shall have no additional rights under the State's crime and bond policy; nor does the carrier owe any additional services to the third-party loss payee, other than check issuance in the amount negotiated.

Disclosure Statement

NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

http://www.zurichnaproducercompensation.com

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company

and its underwriting subsidiaries.

Disclosure Statement

It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

SANCTIONS EXCLUSION ENDORSEMENT

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED