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EMPLOYEE THEFT - NAME OR POSITION SCHEDULE

GINA PIMENTEL
RECORDER

2024-030710

POLICY NUMBER: s 1743434

STATE OF INDIANA
LAKE COUNTY
RECORDED AS PRESENTED

12:32 PM 2024 Oct 25

CRIME AND FIDELITY
CR 04 08 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- COMMERCIAL FIDELITY AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- GOVERNMENT FIDELITY AND FORGERY POLICY



SCHEDULE

Name Schedule Coverage

Item Number	Names Of Covered Employees	Limit Of Insurance On Each Employee	Deductible Amount On Each Employee
0001	CLASS II EMPLOYEES	10000	250

Position Schedule Coverage

Item Number	Titles Of Covered Positions	Location Of Covered Positions	Number Of Employees In Each Position	Limit Of Insurance On Each Employee	Deductible Amount On Each Employee

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

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With regard to this Employee Theft - Name Or Position Schedule endorsement, the provisions of the Coverage Form or Policy to which this endorsement is attached apply, unless modified by this endorsement.

A. The following is added to Section A. Insuring Agreements:

Employee Theft — Name Or Position Schedule

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

For the purposes of this Insuring Agreement, "theft" includes forgery.

B. Section B. Limit Of Insurance is replaced by the following:

B. Limit Of Insurance

1. The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit Of Insurance shown in the Schedule.
2. Regardless of the number of years this insurance applies as respects a specific "employee", the most we will pay in the aggregate is the largest Limit of Insurance applicable to that "employee" even though:
 - a. The coverage for that "employee" is not continuous because it has been cancelled for one or more periods; or
 - b. The Limit of Insurance applicable to that "employee" has changed.
3. If this insurance applies on a Position Schedule basis, the following conditions also apply:
 - a. The most we will pay for an "employee" serving in more than one position is the largest Limit of Insurance in effect and applicable to any one of those positions at the time loss is "discovered".
 - b. If at the time loss is "discovered" there are more "employees" serving in a covered position than the number of "employees" listed opposite that position shown in the Schedule, the Limit of Insurance applicable to that position will be reduced.

The reduced Limit of Insurance will be computed by multiplying the limit shown in the Schedule by a factor obtained by dividing the number of "employees" shown in the Schedule by the actual number of "employees" serving in that position at the time loss is "discovered".

C. Section C. Deductible is replaced by the following:

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 Schedule. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Under the Commercial Crime Coverage Form, Commercial Crime Policy and Commercial Fidelity And Forgery Policy:

1. In Section D. Exclusions:

a. Under Paragraph 1. Exclusions Applicable To All Insuring Agreements:

- (1) **The Acts Committed By Your Employees, ERISA Plan Officials, Managers, Directors, Trustees Or Representatives Exclusion is replaced by the following:**

Acts Committed By Your Employees, ERISA Plan Officials, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other fraudulent or dishonest act committed by any of your "employees", "ERISA plan officials", "managers", directors, trustees or authorized representatives:

- (a) Whether acting alone or in collusion with other persons; or
- (b) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1.a., A.1.b., A.1.c. or this Insuring Agreement.

- (2) **The Kidnap, Ransom, Extortion And Other Unlawful Demands** Exclusion is replaced by the following:

Kidnap, Ransom, Extortion And Other Unlawful Demands

- (a) Loss resulting from the surrender of ransom in response to an unlawful demand including, but not limited to, an unlawful demand arising out of:
- (i) An actual or alleged kidnap or threat to do bodily harm to any person, other than "robbery" covered under this insurance;
 - (ii) A threat to do damage to any property or to contaminate, pollute or render substandard your products or goods;
 - (iii) A threat to introduce a denial of service attack into any "computer system";
 - (iv) A threat to introduce a virus or other malicious instruction into any "computer system", which would encrypt, damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system"; or
 - (v) A threat to access, download, disseminate, divulge or utilize:
 - i. Your information or the information of any other natural person or entity; or
 - ii. Weaknesses in the source code within any "computer system";except when covered under Insuring Agreement A.1.a., A.1.b. or this Insuring Agreement.
- (b) Loss resulting from payment of any kind in response to a denial of service attack, ransomware, virus or other malicious instruction introduced into any "computer system" that denies or restricts access, encrypts, downloads or otherwise damages, destroys or corrupts any "computer system", "electronic data" or "computer program", except when covered under Insuring Agreement A.1.a., A.1.b. or this Insuring Agreement.
- (c) Fees, costs and expenses incurred by you arising out of any act or event in Paragraph (a) or (b) above.

b. Under Paragraph 2. Additional Exclusions Applicable To Specific Insuring Agreements:

This Insuring Agreement does not cover:

(1) ERISA Employee Benefit Plans

Loss of property belonging to any "ERISA employee benefit plan".

(2) Inventory Shortages

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

- (a) An inventory computation; or
- (b) 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.

(3) Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

(4) Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel a warehouse receipt or any papers connected with it.

2. In Section E.1. Conditions Applicable To All Insuring Agreements:

- a. **The Additional Premises Or Employees** Condition does not apply to this Insuring Agreement.
- b. **The Consolidation — Merger — Acquisition** Condition does not apply to this Insuring Agreement.
- c. **Paragraph (3) of the Duties In The Event Of Loss** Condition is replaced by the following:
 - (3) If you have reason to believe that any loss (except for loss covered under Insuring Agreement A.1.a., A.1.b., A.1.c., A.2. or this Insuring Agreement) involves a violation of law, you must notify the local law enforcement authorities.

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3. In Section F. Definitions:

- a. The following is added to the definition of "occurrence":

"Occurrence" means:

(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 during and before such Policy Period.

- b. The definition of "employee" is replaced by the following:

"Employee" means:

(1) Any person named in the Schedule if coverage applies on a Name Schedule basis; or

(2) Any person you engage to perform the duties of a position shown in the Schedule if coverage applies on a Position Schedule basis.

- c. The definition of "money" is replaced by the following:

"Money" means:

(1) Currency, coins and bank notes in current use and having a face value;

(2) Traveler's checks and money orders held for sale to the public; and

(3) Deposits in your account at any "financial institution".

E. Under the Government Crime Coverage Form, Government Crime Policy and Government Fidelity And Forgery Policy:

1. In Section D. Exclusions:

- a. Under Paragraph 1. Exclusions Applicable To All Insuring Agreements:

- (1) **The Acts Committed By Your Employees, Officials Or Representatives** Exclusion is replaced by the following:

Acts Committed By Your Employees, Officials Or Representatives

Loss resulting from "theft" or any other fraudulent or dishonest act committed by any of your "employees" or authorized representatives:

(a) Whether acting alone or in collusion with other persons; or

(b) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1.a., A.1.b. or this Insuring Agreement.

- (2) **The Kidnap, Ransom, Extortion And Other Unlawful Demands** Exclusion is replaced by the following:

Kidnap, Ransom, Extortion And Other Unlawful Demands

(a) Loss resulting from the surrender of ransom in response to an unlawful demand including, but not limited to, an unlawful demand arising out of:

(i) An actual or alleged kidnap or threat to do bodily harm to any person, other than "robbery" covered under this insurance;

(ii) A threat to do damage to any property;

(iii) A threat to introduce a denial of service attack into any "computer system";

(iv) A threat to introduce a virus or other malicious instruction into any "computer system", which would encrypt, damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system"; or

(v) A threat to access, download, disseminate, divulge or utilize:

i. Your information or the information of any other natural person or entity; or

ii. Weaknesses in the source code within any "computer system";

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(b) Loss resulting from payment of any kind in response to a denial of service attack, ransomware, virus or other malicious instruction introduced into any "computer system" that denies or restricts access, encrypts, downloads or otherwise damages, destroys or corrupts any "computer system", "electronic data" or "computer program", except when covered under Insuring Agreement A.1.a., A.1.b. or this Insuring Agreement.

(c) Fees, costs and expenses incurred by you arising out of any act or event in Paragraph (a) or (b) above.

b. The following is added to Paragraph 2. Additional Exclusions Applicable To Specific Insuring Agreements:

This Insuring Agreement does not cover:

(1) Inventory Shortages

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

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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.

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