



Berkley
Financial Specialists
| a Berkley Company

Financial Institution Bond for Insurance Companies

Experts Focused On Your Protection. We Deliver.

Berkley Financial Specialists' **Financial Institution Bond** is designed so the Insured is able to select the coverages they want to protect their business and to satisfy their specific needs. Each insuring agreement carries its own single loss limit and deductible, and there is an overall aggregate limit of liability for the bond.

Coverages:

Insuring Agreement A – Fidelity:

Covers loss resulting directly from dishonest or fraudulent acts of an employee acting alone or in collusion with others, with the intent to cause the Insured to sustain such loss or to obtain financial benefit for the employee or another person or entity. If the loss involves loans or trading, the loss must result directly or indirectly from the dishonest act of an employee committed with the intent to cause the Insured loss and the employee must have obtained an improper financial benefit.

Insuring Agreement B – On Premises:

Covers loss of property resulting directly from robbery, burglary, misplacement, mysterious unexplainable disappearance, damage or destruction; or theft, false pretenses, common-law or statutory larceny, committed by a person on the premises of the Insured. Also covers loss or damage to furnishings, fixtures, equipment, safes or vaults within an office of the Insured resulting directly from larceny or theft in, or burglary or robbery of, such office, or attempt thereat, provided that the Insured is the owner of such and the loss is not caused by fire.

Insuring Agreement C – In Transit:

Covers loss of property resulting directly from robbery, common-law or statutory larceny, theft, misplacement, mysterious unexplainable disappearance, being lost or made away with, and damage or destruction while the property is in transit and in the custody of any person acting as messenger or in the custody of an armored car transportation company.

Insuring Agreement D – Forgery or Alteration:

Covers loss resulting directly from a forged or altered signature on a request to change a beneficiary in an insurance policy issued by the Insured, an assignment to the Insured of any of its insurance policies, or negotiable instruments (except an evidence of debt), made or drawn by or drawn upon the Insured or one acting as the Insured's agent, provided that the Insured has actual physical possession of the forged or altered items. A reproduction signature is treated the same as the handwritten signature. A signature written on an electronic pad that captures the signature for purposes of creating an electronic digitized signature is treated the same as a handwritten signature.

Insuring Agreement E – Securities and Signature Guarantees:

Covers loss resulting directly from the Insured having, in good faith, acquired, sold or delivered, or given value, extended credit or assumed liability, on the faith of any written, original certificated security or certain other types of specified instruments which bears a forged handwritten signature or which has been counterfeited, altered, lost or stolen, provided that the forged signature is materially important and that the forgery or counterfeit causes the loss.



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Insuring Agreement E – Securities and Signature

Guarantees:

(continued)

Physical possession by the Insured or its authorized representative is a condition precedent to coverage. A reproduction signature is treated the same as the handwritten signature. A signature written on an electronic pad that captures the signature for purposes of creating an electronic digitized signature is treated the same as a handwritten signature.

Insuring Agreement F – Counterfeit Money or Money Orders:

Covers loss resulting directly from the receipt by the Insured, in good faith, of any altered or counterfeit money or counterfeit money orders.

Insuring Agreement G – Fraudulent Mortgages:

Covers loss through the Insured having in good faith acted upon an original real property mortgage or like instruments, which prove to be defective by reason of the signature on such instruments having been obtained by trick or false pretenses.

Insuring Agreement H – Credit Card Forgery or Alteration:

Covers loss resulting directly from forgery or fraudulent material alteration of, any written instrument required in conjunction with any credit card issued to the Insured; provided that the Insured shall be legally liable to the issuer of such credit card for such loss, and that the Insured shall have complied with all the provisions, conditions, and other terms under which such credit card was issued.



Insuring Agreement I – Computer Systems Fraud:

Covers loss resulting directly from a fraudulent entry or change of electronic data or computer program in a covered computer system, which causes property to be transferred, paid or delivered, an account of the Insured, or its customer, to be added, deleted, debited or credited, or an unauthorized account or a fictitious account to be credited or debited.

Insuring Agreement J – Data Processing Service Operations:

Covers loss sustained by a data processing client of the Insured resulting directly from a fraudulent entry or change of electronic data or computer program in a covered computer system, or a fraudulent entry or change of electronic data during electronic transmission or physical transit from the Insured to its client, provided that the entry or change causes property to be transferred, paid or delivered; an account of the client, or a customer of the client, to be added, deleted, debited or credited, or an unauthorized account or a fictitious account to be debited or credited. The Insured must be legally liable to the client as a provider of data processing services for such client. Also covers an entry or change made by an employee of the Insured acting in good faith on an instruction from a software contractor who has a written agreement with the Insured to design, implement or service programs for a covered computer system, or on an instruction transmitted by tested telex or similar means of tested communication purportedly sent by a customer, financial institution, or automated clearing house.

Insuring Agreement K – Fraudulent Transfer Instructions:

Covers loss resulting directly from the Insured having, in good faith, transferred funds or securities through a covered computer system in reliance upon a fraudulent instruction transmitted to the Insured through telefacsimile, telephone, or electronic mail and provided that the Insured comply with the conditions listed in the insuring agreement.

Insuring Agreement L – Corporate Deception Fraud:

Covers loss resulting directly from the Insured having transferred, paid, or delivered any of the Insured's own Money or Certificated Securities as the direct result of Corporate Deception Fraud committed by a person purporting to be:

1. an employee of a Vendor who is authorized by the Insured to instruct Employees of the Insured to transfer funds or change bank account information of a Vendor, provided, however, Corporate Deception Fraud shall not include any such instructions transmitted by an actual/bona fide employee of a Vendor; or
2. a director, officer, partner, or other Employee who was authorized by the Insured to instruct other Employees to transfer Money or Certificated Securities or an individual acting in collusion with such person purporting to be a director, officer, partner, or other Employee who is authorized by the Insured to instruct other Employees to transfer Money or Certificated Securities, but which instructions were not actually made by such director, office, partner, Employee, or employee of a Vendor.

Insuring Agreement M – Destruction of Data or Programs by Hacker or Virus:

Covers loss resulting directly from the malicious destruction of, or damage to, electronic data or computer programs while stored within a covered computer system, and also loss resulting directly from the malicious destruction of, or damage to, electronic data or computer programs while stored within a covered computer system, if such destruction or damage was caused by a computer program or similar instruction which was written or altered to incorporate a hidden instruction designed to destroy or damage such electronic data or computer programs.

Insuring Agreement N – Voice Computer System Fraud:

Covers loss resulting directly from charges for voice telephone long distance toll calls which were incurred due to the fraudulent use or fraudulent manipulation of an account code or system password required to obtain access to the Insured's voice computer system, whose system administration is performed and controlled by the Insured; provided, however, that the unauthorized access was not made possible by failure to incorporate a system password feature or failure to change the system password at least once every 30 days thereafter, or failure to have a call disconnect feature in operation to automatically terminate a caller's access after not more than three unsuccessful attempts to input an account code.

Insuring Agreement O – Kidnap and Ransom:

Covers loss of property surrendered by the Insured as a result of a threat communicated to the Insured to do bodily harm to a director, trustee, employee, officer or partner of the Insured, or a relative or invitee of such persons who was, or allegedly was, abducted, provided that prior to the surrender of such property, the person receiving the threat has made a reasonable effort to report the extortionist's demand to an associate and a reasonable effort to report the extortionist's demands to the FBI and to local law enforcement. Also covers certain reasonable expenses incurred as a result of the threat.

Insuring Agreement P – Property and Cyber Extortion:

Covers loss of property or crypto currency surrendered by the Insured as a result of a threat to do damage to the premises or tangible personal property of the Insured. Also covers loss of property surrendered by the Insured as a result of a threat to disclose private or confidential information about the Insured's customers that was obtained from the Insured's care, custody or control. In addition, covers loss of property surrendered by the Insured as a result of a threat to disclose confidential or proprietary information about the Insured's business, including trade secrets and customer lists, or to initiate an intentional and damaging attack upon any of the Insured's computer systems or data bases including but not limited to attacks which may delete or alter electronic data or computer programs, introduce and spread a computer virus, or cause property or funds to be transferred, paid or delivered as well as a demand for ransom as a condition to undo the adverse effects of any type of malicious code.

Insuring Agreement Q – Claims and Audit Expenses:

Covers reasonable expenses incurred and paid by the Insured in preparing a covered claim for loss under any insuring agreement covered under the bond, which loss exceeds the applicable deductible. Coverage includes those expenses incurred by the Insured for that part of the cost of audits or examinations required by state or federal supervisory authorities to be conducted either by such authorities or by independent accountants by reason of the discovery of loss sustained by the Insured through dishonest or fraudulent acts of any of its employees.

Insuring Agreement R – Electronic Business Income Loss:

Covers loss of business income and extra expenses incurred and paid as the result of a period of time in which a covered computer system ceases to function or functions in such an impaired manner as to shut down the Insured's electronic business operations due to an electronic attack upon such system.



Insuring Agreement S – Servicing Contractors:

Covers loss resulting directly from dishonest or fraudulent acts committed by a servicing contractor (as defined in the bond), acting alone or in collusion with others. Such dishonest or fraudulent acts must be committed by the servicing contractor with the intent to cause the Insured to sustain such loss and to obtain an improper financial benefit for the servicing contractor or another person or entity.

Insuring Agreement T – Third Party Administrators:

Covers loss resulting directly from dishonest or fraudulent acts committed by a third party administrator, acting alone or in collusion with others. Such dishonest or fraudulent acts must be committed by the third party administrator with the intent to cause the Insured to sustain such loss, and to obtain an improper financial benefit for the third party administrator or another person or entity.

Insuring Agreement U – General Agents:

Covers loss resulting directly from dishonest or fraudulent acts committed by a general agent (as defined in the bond), acting alone or in collusion with others. Such dishonest or fraudulent acts must be committed by the general agent with the intent to cause the Insured to sustain such loss, and to obtain an improper financial benefit for the general agent or another person or entity.

Insuring Agreement V – Soliciting Agents:

Covers loss resulting directly from dishonest or fraudulent acts committed by a soliciting agent, acting alone or in collusion with others. Such dishonest or fraudulent acts must be committed by the soliciting agent with the intent to cause the Insured to sustain such loss, and to obtain an improper financial benefit for the soliciting agent or another person or entity.

Insuring Agreement W – Rewards:

Covers payment of money by the Insured as a reward for information leading to the capture or apprehension of any person who perpetrated or attempted to perpetrate a criminal act against the Insured of the type which would afford coverage under any insuring agreement which was purchased under the bond.

Insuring Agreement X – Payments for Injury or Death of Directors or Employees:

Covers payments of money by the Insured to any of its customers, directors, trustees or employees who sustain bodily injury or die as the result of any act of larceny, theft, robbery, or burglary being perpetrated against the Insured. Also covers payments of money by the Insured for the psychiatric treatment of any of its customers, directors, trustees or employees, who sustain mental trauma as the result of any act of larceny, theft, robbery, or burglary being perpetrated against the Insured.

Diminishing Deductible Rider:

Reduces the deductible for an insuring agreement by an agreed percentage for each consecutive year during which no claim of any type has been filed under the bond, subject to a maximum reduction of an agreed percentage.

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