

N° D'AUTORISATION : 12002-090023

Bankers Blanket Bond

**CONDITIONS PARTICULIERES**

N° Contrat : 12002-33002-0023-113-00018046-2023

**Informations Générales**

Type de Mouvement	: Affaire nouvelle	Devise	: USD
Intermédiaire	: AIB		
Client	: BGFI		
Adresse	: Kinshasa , Kinshasa , DRC		
Téléphone	:		
Profession	: Banque commercial		
Email	:		
Date d'effet	: 25/01/2023 (at 00:00)		
Date de fin d'effet	: 24/01/2024 (at 23h59)	Durée	: 365 jours

**Caractéristiques du Risque**

**Garanties Souscrites**

**Décompte de la Prime**

Prime Nette T	Frais de Fronting	Frais Administratifs	TVA	Frais ARCA	Prime totale
298,984.00	52,761.88	1,504.92	56,520.13	7,065.02	416,835.95

N° Contrat : 12002-33002-0023-113-00018046-2023

**Clauses Applicables**

**RISK DETAILS**

**UNIQUE MARKET**

**REFERENCE:**

B0600V22

**TYPE:**

Bankers Blanket Bond & Electronic Computer Crime Reinsurance

**INSURED:**

BGFI Bank RDC S.A., including all Subsidiaries, Offices and Branches

**PRINCIPAL ADDRESS:**

128 Boulevard du 30 Juin, Kinshasa Gombe,  
Democratic Republic of Congo

**REINSURED:**

Societe Financiere D'Assurance du Congo  
No 134 Avenue Boulevard du 30 Juin  
Kinshasa Gombe,  
Democratic Republic of Congo

**PERIOD:**

From: 25/01/2023

To: 24/01/2024

Both days inclusive at local standard time at the Principle address of  
the Insured stated above

**INTEREST:**

Section 1) Bankers Blanket Bond  
Section 2) Lloyd's Electronic and Computer Crime

**SUM INSURED:**

Sections 1 and 2

USD 1,000,000 each and every loss/claim and in the aggregate over all sections Combined but  
increasing to USD 2,000,000 in the aggregate for Insuring Clause 2 (Premises) of Section 1 (BBB) only.

**In excess of:**

Section 1 – USD 250,000 each and every loss for Insuring Clause 1 (Employee Dishonesty), All other  
insuring Clauses USD 150,000 each and every loss with the exception of Insuring Clause 6  
of which is USD 150,000 in the aggregate.

Section 2 – USD 150,000 each and every loss

**TERRITORIAL**

**LIMITS:**

Worldwide

**ORIGINAL CONDITIONS:**

Section 1 Bankers Blanket Bond

Warranted Original Wording NMA 2626 as amended by Reinsurers hereon, as attached.

Audit Expense Endorsement, as attached

Sum Insured under Insuring Clause 1 sub-limited to USD 250,000

any one loss, Nil deductible applicable each and every loss hereon after erosion of the underlying infil  
policy .

Extortion Threats to Persons Rider SR5935d amended as attached, excluding kidnap and ransom

Extortion Threats to Property Rider SR6003a amended as attached, excluding damage to buildings and  
contents

Forged Payment for Electronic Transfer Endorsement, as attached

Forged Written Instructions Endorsement as attached

Insuring Clause 6 Counterfeit Currency is extended to include all currencies and coins.

The term "Employee" where it is used in the policy means:

- a. One or more Insured's office workers or employees.
- b. Invited students whilst performing studies or duties at the Insured's Properties.
- c. Contractors or special visitors specifically authorised by the Insured to be at the Insured's Premises.
- d. Security and maintenance contractors' employees whilst performing temporary services for the Insured.
- e. Staff furnished by specialised companies to perform characteristic works of the Insured and under the Insured's control and supervision at any Insured's Offices or Premises, covered by this policy.
- f. Any person or company hired by the Insured to perform data processing and/or check processing and/or other accounting duties of the Insured.
- g. Outsourcing companies' employees whilst performing duties on behalf of the Insured and under the Insured's control and supervision whilst at the Insured's premises.

All the above shall be considered employees whilst performing duties on behalf of the Insured and under the Insured's control and supervision.

Automated Teller Machine Extension, as attached

Sub-limited to USD 150,000 each loss but USD 450,000 in the annual aggregate and subject to a deductible of USD 25,000 each and every loss hereon after erosion of the underlying infill policy.

Transit Cash Letter, as attached, warranted documents copied and scanned prior to transit.

Sum Insured USD 250,000 each and every loss excess of USD 25,000 each and every loss hereon after erosion of the underlying infill policy.

Tested telex and facsimile Endorsement as attached

Safety Deposit Box (NMA1901 amended) sub-limited to USD 50,000 per box USD 250,000 in the aggregate in excess of USD 50,000 each and every loss. Sublimit forms part of and is not in addition to the annual aggregate limit hereon after erosion of the underlying infill policy.

Directors Cover per HANC 70, as attached

NMA 1387 – Riots and Civil Commotions Extension Clause, applicable to Property as defined in the NMA 2626, (amended) as attached

Stop Payment Order Liability Rider – NMA 1829 (amended)

Sum Insured USD 250,000 each and every loss excess of USD 25,000 each and every loss hereon after erosion of the underlying infill policy.

Automatic coverage for new employees and premises, as per policy wording attached

Coverage hereon extended to include loss of Property, as defined, as a consequence of Fire, Earthquake and other Natural events.

Loss of subscription rights, as per Insuring Clause 8 of the DHP 84.

Re-Issue Clause, as attached

Erroneous Transfer Clause, as attached

Sub-limited to USD 250,000 each and every loss and in the annual aggregate, in excess of USD 100,000 each and every loss hereon after erosion of the underlying infill policy.

## Section 2 Computer Crime

Original Wording LSW 983, as attached

General Conditions 10 and 20 of the LSW 983 Wording are deleted in their entirety and replaced with Overseas Jurisdiction Clause NMA 1483 (England and Wales)

Clean Up Costs, as attached. Sum Insured USD 250,000 each and every loss excess of USD 20,000 each and every loss hereon after erosion of the underlying infill policy.

NMA 2856 – Internet Banking Endorsement, including Mobile Web, Mobile app and Text Banking, as attached

Electronic Computer Crime Amendatory Endorsement, as attached

Applicable to All Sections

Retroactive date: 25<sup>th</sup> July 2017

Discovery Limitation Clause – BEJH No. 1, as attached

It is specifically understood and agreed that all sub-limits applicable to the Insuring Clauses and additional coverage's listed under the Conditions hereon shall form part of and are not in addition to the overall aggregate Sum Insured.

5% No Claims Bonus payable at expiry provided there are no paid or outstanding claims and renewal is obtained by leading Reinsurer and broker hereon.

NMA 2920 – Terrorism Exclusion Endorsement, as attached

Money Laundering Exclusion, as attached

Including legal costs and reasonable attorneys' fees and / or auditors incurred by the insured in the defence of any legal proceeding or claim against the insured, to determine their liability for any loss or claim that constitutes a valid and recoverable loss under the terms and conditions of this policy. Any compensation for this concept is understood as part of the total aggregate limit hereby and not be in addition to it, sub-limited to USD 150,000 each and every loss/claim in the annual aggregate Excess of USD 10,000 each and every loss hereon after erosion of the underlying infill policy.

Sanction Limitation and Exclusion Clause LMA3100, as attached

The construction, interpretation and meaning of the Terms, Exclusions and Conditions of these Policies shall be determined in accordance with the Law of England and Wales

IUA Ransomware Exclusion, as attached

TERRITORY RESTRICTION ENDORSEMENT, as attached

**REINSURANCE  
CONDITIONS:**

Reinsurance Clauses, as attached

Sanction Limitation and Exclusion Clause LMA3100, as attached

Claims Control Clause (as attached)

No Tacit or automatic renewal.

NMA 2921 – Terrorism Exclusion Endorsement, as attached

Special Cancellation Clause, NMA 2975, as attached

**SUBJECTIVITIES:**

**Subject to receipt of the following which are to be seen and deemed satisfactory by Reinsurers Prior to Binding Cover, otherwise Reinsurers reserve the right to amend the terms and conditions:-**

- 1.) Satisfactory updated Signed & Dated proposal forms
- 2.) No Claims/losses Declaration and No Material Changes Declaration
- 3.) Full preventative measures taken to avoid reoccurrence of similar losses compared to the April 2022 Fidelity loss and have these been implemented please?
- 4.) Clarity on the framework of audit procedures on the bank's systems/controls across all branches

(prop a little confusing). Proposal form says auditors don't visit all branches - there are only 10 locations. Why is this?

- 5) Has Audit firm made recs in the last 2 years - what are they and have they been implemented?
- 6) Confirmation that the bank is not trading with or supporting any of the Russian or Belarus banks, Individuals or companies that have been sanctioned following the conflict in Ukraine.
- 7) What steps are the bank taking to identify and mitigate any potential sanctions conflicts related to Russia and/or Belarus.
- 8) Are the financial accounts signed off as fully audited with no objections, i.e. auditors have been able to substantiate all account entries?
- 9) Full set of audited financials statements for 2021

**CHOICE OF LAW  
AND JURISDICTION:**

In case of any dispute arising out of this Reinsurance, the same shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales

**PREMIUM  
PAYMENT**

**TERMS:** LSW 3000 – Premium Payment Clause (120 days)

**TAXES PAYABLE BY  
INSURED AND  
ADMINISTERED BY  
UNDERWRITERS:**

None Applicable

**RECORDING,  
TRANSMITTING  
AND STORING  
INFORMATION:**

CBC UK Limited  
Mansell Court, 69 Mansell Street, London E1 8AN  
Maintains risk and claim data / information / documents and may hold data / information / documents electronically

**INSURER  
CONTRACT  
DOCUMENTATION:**

This document details the contract terms entered into by the insurer(s), and constitutes the contract document.

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change (Check)



## Lloyd's Worldwide Bankers' Policy

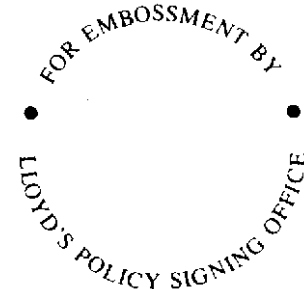
**Whereas the Assured** named in the Schedule has made to the Underwriters (as defined below) a written Proposal, bearing the date specified in the Schedule, which is hereby agreed to be the basis of the contract and to be considered as incorporated herein, and has paid to the Underwriters the premium specified in the Schedule

**We, Underwriting Members** of the syndicates whose definitive numbers and proportions are shown in the Table attached hereto (hereinafter referred to as 'the Underwriters'), hereby agree, in consideration of the payment to Us by or on behalf of the Assured of the premium specified in the Schedule, to make good to the Assured such direct financial loss first discovered by the Assured during the Policy Period stated in the Schedule, up to an amount not exceeding the Aggregate Limit of Indemnity stated in the Schedule, to the extent and in the manner provided in this Policy.

**The Underwriters** hereby bind themselves severally and not jointly, each for his own part and not one for another, and therefore each of the Underwriters (and his Executors and Administrators) shall be liable only for his own share of his syndicate's proportion of any such loss. The identity of each of the Underwriters and the amount of his share may be ascertained by the Assured or the Assured's representative on application to Lloyd's Policy Signing Office, quoting the Lloyd's Policy Signing Office number and date or reference shown in the Table.

**In Witness** whereof the General Manager of Lloyd's Policy Signing Office has signed this Policy on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE  
*General Manager*



WBP NMA2626 (27/01/1994)

THE ASSURED IS REQUESTED TO READ THIS POLICY AND, IF IT IS INCORRECT, RETURN IT IMMEDIATELY TO YOUR BROKER FOR ALTERATION. IN ALL COMMUNICATIONS THE POLICY NUMBER APPEARING IN LINE ONE OF THE SCHEDULE SHOULD BE QUOTED.

## SECTION 1 – BANKERS BLANKET BOND

### LLOYD'S WORLDWIDE BANKERS' POLICY

#### SCHEDULE

**Policy No:** B0600V22

**ITEM 1: Name of the Assured:** BGFI Bank RDC S.A., including all Subsidiaries, Offices and Branches

**Principal Address:** 128 Boulevard du 30 Juin, Kinshasa Gombe,  
Democratic Republic of Congo

**ITEM 2: Policy Period:** From:  
To:  
Both days inclusive Local Standard Time at the Principal Address Stated above.

**ITEM 3: Retroactive Date:**  
  
Retroactive date 25<sup>th</sup> July 2017

**ITEM 4: Premium:**  
  
As mentioned above

**ITEM 5: Proposal Form Dated:**  
  
The Proposal Form (which shall include attachments thereto and any information submitted in connection therewith by or on behalf of the **Assured**) is the basis of this Insurance.

**ITEM 6: Policy Limits:**  
  
**Aggregate Limit of Indemnity:**

The Limit of Indemnity under this Policy, subject to General Condition No. 6, shall be USD 1,000,000 in the aggregate for the Policy Period but increasing to USD 2,000,000 in the aggregate for Insuring Clause 2 (Premises) of Section 1 (BBB) only.

PROVIDED, however, that if lesser amounts are inserted against any of the Insuring Clauses shown below, the Underwriters' liability in respect of loss or losses falling within such Insuring Clauses is limited to such lesser amounts which are also in the aggregate (herein referred to as the "Sub-Limits") which are considered as part of and not in addition to the above-mentioned Limit of Indemnity.

**ITEM 7: Deductible:**  
  
The amount of the Deductible shall be mentioned below, for each and every loss, PROVIDED, however, that if a lesser amount is inserted against any of the Insuring Clauses shown below, the Deductible for such Insuring Clause will be such lesser amount which Deductible is considered to be in lieu of and not in addition to the above-mentioned Deductible.

**Sub-Limits Applicable to the Aggregate Limit  
of Indemnity stated above**

**Deductibles**

**Insuring Clause 1**

Employee Dishonesty

USD XXXX in the aggregate

**Insuring Clause 2**

Premises

USD XXXX in the aggregate

**Insuring Clause 3**

Transit

USD XXXX in the aggregate

**Insuring Clause 4**

Forged Cheques

USD XXXX in the aggregate

**Insuring Clause 5**

Forged Securities

USD XXXX in the aggregate

**Insuring Clause 6**

Counterfeit Currency

USD XXXX in the aggregate

**Insuring Clause 7**

Offices and Contents

USD XXXX in the aggregate

**Insuring Clause 1**

Employee Dishonesty

USD XXXX each and every loss

**Insuring Clause 2**

Premises

USD XXXX each and every loss

**Insuring Clause 3**

Transit

USD XXXX each and every loss

**Insuring Clause 4**

Forged Cheques

USD XXXX each and every loss

**Insuring Clause 5**

Forged Securities

USD XXXX each and every loss

**Insuring Clause 6**

Counterfeit Currency

USD XXXX each and every loss and in the aggregate

**Insuring Clause 7**

Offices and Contents

USD XXXX each and every loss

If "Not Covered" is inserted opposite any specified Insuring Clause, such Insuring Clause and any reference thereto in this Policy shall be deemed to be deleted therefrom.

**ITEM 8:** All notice to Underwriters shall be made to:  
Underwriters Via CBC Insurance

**ITEM 9:** Persons nominated to accept Service of Process:

**Dated in London:**



## INSURING CLAUSE 1

Employee Dishonesty	By reason of and solely and directly caused by dishonest or fraudulent acts of any <b>Employee</b> , wherever committed and whether committed alone or in collusion with others, which acts have been committed by said <b>Employee</b> with the intention either to cause the <b>Assured</b> to sustain such loss or to obtain an improper personal financial gain to said <b>Employee</b> .
Special Conditions	<ol style="list-style-type: none"> <li>1. Notwithstanding the foregoing, it is agreed that concerning <b>Loans</b> or <b>Trading</b> this Insuring Clause covers only such direct financial loss that results from dishonest or fraudulent acts committed by an <b>Employee</b> whereby an improper personal financial gain is obtained by such <b>Employee</b>.</li> <li>2. Salary, fees, commissions, bonuses, salary increases, promotions, profit sharing and other emoluments or benefits including business entertainment do not constitute improper personal financial gain.</li> </ol>

## INSURING CLAUSE 2

Premises	<p>By reason of:</p> <p>(a) <b>Property</b> within the <b>Premises</b> being lost through:</p> <ol style="list-style-type: none"> <li>(i) <b>Theft</b> committed by persons present on the <b>Premises</b>, or</li> <li>(ii) a mysterious unexplainable disappearance, or</li> <li>(iii) being damaged, destroyed or misplaced,</li> </ol> <p>while such <b>Property</b> is within the <b>Premises</b>, or</p> <p>(b) <b>Property</b> in the possession of any customer of the <b>Assured</b>, or of any representative of such customer, being lost through <b>Theft</b> while such customer or representative is within the <b>Premises</b> of the <b>Assured</b>, subject always to General Condition No. 12 of this Policy, but excluding in any event loss caused by such customer or representative of such customer.</p>
Special Exclusion	This Insuring Clause of this Policy DOES NOT cover loss of or damage to <b>Property</b> which arises directly or indirectly by reason of or in connection with <b>Terrorism</b> ; provided, however, this Special Exclusion shall not apply to loss or damage caused by <b>Theft</b> or any attempt thereof. IN ANY CLAIM, and in any action, suit or other proceeding to enforce a claim under this Policy for loss or damage, the BURDEN OF PROVING that such loss or damage does not fall within this Special Exclusion shall be upon the <b>Assured</b> .

## INSURING CLAUSE 3

Transit	By reason of:
	<ul style="list-style-type: none"> <li>(a) <b>Property</b> being lost or damaged from any cause while in transit anywhere in the custody of any <b>Employee</b> or while in transit anywhere in the custody of any <b>Security Company</b> during the transporting of said <b>Property</b> in an armoured motor vehicle on behalf of the <b>Assured</b>, or</li> <li>(b) any non-negotiable instruments being lost or damaged from any cause while in transit anywhere in the custody of any <b>Security Company</b>.</li> </ul>
Special Condition	Transit shall be deemed to commence from the time the transporting person receives such items from or on behalf of the <b>Assured</b> and shall be deemed to end immediately upon delivery to the designated recipient or its agent.

## INSURING CLAUSE 4

Forged Cheques	By reason of:
	<ul style="list-style-type: none"> <li>(a) the <b>Forged Signature</b> on or <b>Fraudulent Alteration</b> of any <b>Cheques, Bills of Exchange, Bankers Drafts, Bankers Acceptances</b> or <b>Certificates of Deposit</b> issued by the <b>Assured</b>,</li> <li>or</li> <li>(b) the <b>Forged Signature</b> on or <b>Fraudulent Alteration</b> of any <b>Withdrawal Receipts</b> or <b>Promissory Notes</b> payable at and paid by the <b>Assured</b>.</li> </ul>
Special Condition	The foregoing instruments must be in written characters and of a nature with which the <b>Employee</b> acting thereupon is conversant. The <b>Assured</b> must have relied upon the <b>Forged Signature</b> or the <b>Fraudulent Alteration</b> either of which shall have been material and shall have caused the loss.

## INSURING CLAUSE 5

Forged Securities	By reason of the <b>Assured</b> having in good faith and in the ordinary course of business acted upon <b>Securities or Similar Written Instruments</b> that:
	<ul style="list-style-type: none"> <li>(i) bear a <b>Forged Signature</b>, or</li> <li>(ii) bear a <b>Fraudulent Alteration</b>, or</li> <li>(iii) are <b>Counterfeit</b>, or</li> <li>(iv) are lost or stolen.</li> </ul>
Special Conditions	<ol style="list-style-type: none"> <li>1. Actual physical possession of <b>Securities or Similar Written Instruments</b> by the <b>Assured</b> or, with respect to <b>Loans</b> in which the <b>Assured</b> participates, by the <b>Assured's</b> correspondent bank, at the time the <b>Assured</b> acts upon said items is a condition precedent to recovery under this Policy. Concerning <b>Loans</b>, such physical possession must be continuous, up to and including the time that any loss by reason of such <b>Securities or Similar Written Instruments</b> is discovered.</li> <li>2. <b>Securities or Similar Written Instruments</b> which are either lodged or deposited with another Banking Institution or recognised Depository for safekeeping purposes by the <b>Assured</b> (or its correspondent bank), or are placed in the custody of a transfer or registration agent by the <b>Assured</b> (or its correspondent bank) for the purpose of exchange, conversion, registration or transfer in the usual course of business, shall be deemed to be in continuous physical possession.</li> <li>3. The foregoing <b>Securities or Similar Written Instruments</b> must be in written characters and of a nature with which the <b>Employee</b> acting thereupon is</li> </ol>

conversant. The **Assured** must have relied upon the **Forged Signature** or the **Fraudulent Alteration** either of which shall have been material and shall have caused the loss.

Special Definitions **"Securities or Similar Written Instruments"** as used herein means only the original or what purport to be the original items set forth below:

- (a) Share certificates, bearer stock, certificates of stock, warrants or rights to subscribe, allotment letters, bonds, debentures or coupons issued by limited companies or corporations, or
- (b) Bonds similar in form to corporate bonds issued by partnerships, which bonds are secured by mortgages, deeds of trust or collateral trust agreements, or
- (c) Government or Government Guaranteed and Local Authority stocks, certificates of indebtedness, bonds, coupons or warrants issued by the Government of any Country or by any of its respective Agencies, States, Provinces, Counties, Cities, Towns or Municipalities, or
- (d) Deeds of trust, mortgages upon real property and upon interests in real property and assignments of such mortgages, or
- (e) **Promissory Notes** except:
  - (i) those issued or purporting to have been issued for use as currency, or
  - (ii) those secured or purporting to be secured directly or indirectly by assigned accounts or what purport to be assigned accounts, or
  - (iii) when payable at and paid by the **Assured**, or
- (f) **Certificates of Deposit** when pledged to the **Assured** as security for a **Loan** except **Certificates of Deposit** issued by the Assured, or
- (g) **Letters of Credit**.

**"Counterfeit"**, as used herein, means the reproduction of an authentic **Security or Similar Written Instrument**, as set forth above, such that the **Assured** is deceived on the basis of the quality of the imitation so as to believe that said item is the authentic original instrument. Fictitious instruments which merely contain fraudulent misrepresentations of fact are not counterfeit.

## INSURING CLAUSE 6

Counterfeit Currency By reason of the receipt by the **Assured** in good faith and in the ordinary course of business of any counterfeit paper currency or coin issued or purporting to have been issued as legal tender in any Country.

## INSURING CLAUSE 7

Offices and Contents By reason of:

- (a) loss through damage to **Premises** of the **Assured**, directly caused by **Theft**, or attempt thereat, or to the interior of such **Premises** by vandalism or malicious mischief, or
- (b) loss through damage to **Contents** within the **Premises** of the **Assured**, directly caused by **Theft**, or attempt thereat, or by vandalism or malicious mischief.

Special Definition      **"Contents"** as used in this Insuring Clause means furnishings, fixtures, equipment, stationery, or safes and vaults, either owned by the **Assured** or for which the **Assured** is liable in the event of such loss, but DOES NOT include computers, computer programs, computer tapes, disks and other media, computer data and any other computer or computer related equipment.

Special Exclusions      1. This Insuring Clause of this Policy DOES NOT cover loss caused by fire, howsoever arising.

2. This Insuring Clause of this Policy DOES NOT cover loss or damage which arises directly or indirectly by reason of or in connection with **Terrorism**; provided, however, this Special Exclusion shall not apply to loss or damage caused by **Theft** or any attempt thereat. IN ANY CLAIM, and in any action, suit or other proceeding to enforce a claim under this Policy for loss or damage, the BURDEN OF PROVING that such loss or damage does not fall within this Special Exclusion shall be upon the **Assured**.

The "General Definitions", "General Exclusions" and "General Conditions" are applicable to the entire Policy; any "Special Definitions", "Special Exclusions" and "Special Conditions" appearing in this Policy are in addition thereto.

## GENERAL DEFINITIONS

As used throughout this Policy:

1. **"Assured"** means the Assured first named in the Schedule and any wholly owned companies engaged in banking that are named in the Proposal Form and Schedule. It does not mean or include any
  - (a) non-wholly owned banking subsidiary company, or
  - (b) non-banking subsidiary company,
 unless such subsidiary company is named in the Proposal Form and Schedule with its principal business activity and the first named **Assured's** shareholding interest so indicated.
2. **"Bankers Acceptance"** means a **Bill of Exchange** upon which is signified by the drawee bank its assent to the order of the Bank drawer.
3. **"Bankers Draft"** means a draft payable on demand, drawn by or on behalf of a bank upon itself whether payable at the head office or other office of the **Assured**.
4. **"Bill of Exchange"** means an unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand or at a fixed or determinable future time a sum certain in money to or to the order of a specified person, or to bearer.
5. **"Certificate of Deposit"** means a written acknowledgement by a bank of a deposit of funds with promise to pay to depositor to his order, or to some other person or to his order said deposit with interest on a specified date.
6. **"Cheque"** means a **Bill of Exchange**, drawn on a bank directing it to pay the sum specified on demand.
7. **"Employee"** or **"Employees"** means
  - (a) the **Assured's** officers and other full and part-time staff compensated by salary or wages and whom the **Assured** has the right to govern and direct in the performance of their duties (including a Director of the **Assured** who is employed as a salaried officer or employee) while acting in the course of their employment by the **Assured** at or from the **Premises** of the **Assured**,
  - (b) a Director of the **Assured** (other than one who is employed as a salaried officer or employee) but only while performing acts coming within the scope of the usual duties of an employee by resolution of the Board of Directors of the **Assured** while acting at or from the **Premises** of the **Assured**,
  - (c) guest students while pursuing studies or duties at any of the Premises of the Assured,
  - (d) a person provided by an employment agency to perform employee duties for the **Assured** under the **Assured's** supervision, at or from any of the **Premises** of the **Assured**, excluding, however, any person employed as or to perform the duties of a data processor, programmer, software contractor or person performing similar duties.
8. **"Forged Signature"** means the handwritten signing or endorsing of the name of another genuine person without authority and with intent to deceive; it does not include the signing or endorsing in whole or in part of one's own name, with or without authority, in any capacity, for any purpose.
9. **"Fraudulent Alteration"** means a material alteration to an instrument for a fraudulent purpose by a person other than the person who prepared the instrument.
10. **"Letter of Credit"** means an engagement in writing by a bank, made at the request of a customer, that the issuer will honour drafts or other demands for payment upon compliance with the conditions specified in such Letter of Credit.
11. **"Loan"** and **"Loans"** means
  - (a) any loan or transaction in the nature of, or amounting to, a loan or extension of credit, including a lease, made by or obtained by or from the **Assured**,
  - (b) any note, account, invoice, agreement or other evidence of debt, assigned or sold by or to, or discounted or otherwise acquired by the **Assured**,
  - (c) any payments made or withdrawals from a customer's account involving an uncollected item and any other similar transaction.

12. **"Premises"** means the **Assured's** office at the Principal Address stated in the Schedule and any permanent or temporary office occupied by the **Assured**, from which the **Assured** conducts its business and which are included in the Proposal Form, the office of another Banking Institution or recognised Depository having custody of **Property** for safekeeping purposes or the office of a transfer or registration agent having custody of **Property** for the purpose of exchange, conversion, registration or transfer in the usual course of business.
13. **"Promissory Note"** means an unconditional promise in writing made by one person to another signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money to, or to the order of, a specified person or to bearer.
14. **"Property"** means only the following tangible items: paper currency, coins, bullion, precious metals of all kinds and in any tangible form and articles made therefrom, gems (including uncut gemstones), precious and semi-precious stones, stamps, insurance policies, travellers cheques, **Cheques**, certificates of stock, bonds, coupons, and all other types of securities, bills of lading, warehouse receipts, trust receipts, **Bills of Exchange, Bankers Acceptances, Bankers Drafts, Certificates of Deposit, Letters of Credit, Promissory Notes**, money orders, orders upon public treasuries, title deeds, certificates of title and all other negotiable and non-negotiable instruments or contracts representing money or other property (real or personal) or representing interests in money or other property (real or personal) and other valuable papers, including books of accounts and other written records used by the **Assured** in the conduct of its business in which the **Assured** has an interest, or which are held by the **Assured** for any purpose or in any capacity and whether so held gratuitously or otherwise and whether legally liable therefor or not. **Property** does not mean any electronically recorded data in any form or debits and credits to accounts.
15. **"Security Company"** means a company licensed by a governmental authority to transport valuable goods as a security company.
16. **"Terrorism"** means any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence or the use of violence for political ends.
17. **"Theft"** means burglary, robbery, hold-up, and the dishonest physical taking and carrying away of **Property** with the intention of permanently depriving the **Assured** of the **Property**.
18. **"Trading"** means any dealings in securities, metals, commodities, futures, options, funds, currencies, foreign exchange, and the like.
19. **"Withdrawal Receipt"** means a written form provided to depositors by the **Assured** for the purpose of acknowledging receipt of funds from a deposit account maintained with the **Assured** by a depositor.

**WHENEVER ANY OF THE ABOVE TERMS, 1 TO 19 INCLUSIVE, APPEAR IN THIS POLICY, THE WORDS "AS DEFINED" SHALL BE DEEMED TO BE INCORPORATED IN THE TEXT IMMEDIATELY FOLLOWING EACH OF THE SAID TERMS.**

## **GENERAL EXCLUSIONS**

This Policy DOES NOT cover:

1. Any loss:
  - (a) sustained prior to the Retroactive Date or any loss involving any act, transaction, or event which occurred or commenced prior to the Retroactive Date, or
  - (b) discovered prior to the inception date of the Policy Period stated in the Schedule, or
  - (c) discovered subsequent to the termination of this Policy, or
  - (d) notified to a prior insurer.
2. Any loss resulting wholly or partially from any act or omission of any Director of the **Assured** except to the extent that the Director is deemed to be an **Employee** within the meaning of General Definition No. 7(a) or (b).
3. Any loss resulting directly or indirectly from any dishonest or fraudulent act of any **Employee** except to the extent that such loss is covered by Insuring Clause No. 1.
4. Any loss resulting wholly or partially from the complete or partial non-payment of or default upon any **Loan**, whether authorised or unauthorised, actual or fictitious and whether procured in good faith or through trick, artifice, false pretences or any other fraud, except to the extent that such loss is covered by Insuring Clause Nos. 1, 4 or 5.
5. Any loss resulting wholly or partially from payments or withdrawals involving items received by the **Assured** which are not finally paid for any reason including but not limited to forgery, trick, artifice, false pretences or any other fraud, except to the extent that such loss is covered by Insuring Clause Nos. 1 or 5.



6. Any loss resulting from payments or withdrawals involving funds which have been transferred, paid, delivered or otherwise credited to or by the **Assured** due to error, except to the extent that such loss is covered by Insuring Clause No. 1.
7. Any loss of or damage to any item (including **Property**)
  - (a) contained in customers' safe deposit boxes, or
  - (b) held by the **Assured** in safe custody on behalf of customers other than identifiable securities actually held by the **Assured** for said customers,except to the extent that such loss or damage is covered by Insuring Clause No. 1.
8. Any loss through the surrender of property as a result of a threat to do bodily harm to any person or to do damage to any property whatsoever of the **Assured** or otherwise except when:
  - (a) such threat is perpetrated by an **Employee** with the intention to obtain an improper personal financial gain to such **Employee** and such loss is covered by Insuring Clause No. 1, or
  - (b) surrender of property occurs within the **Premises** as a direct result of a threat by a person within the **Premises** to do bodily harm to a person physically present within the **Premises** and such loss is covered by Insuring Clause No. 2, or
  - (c) surrender of property occurs during Transit as a direct result of a threat to do bodily harm to the transporting person or persons PROVIDED THAT when the transit was initiated, there was no knowledge by the **Assured** of any such threat and such loss is covered by Insuring Clause No. 3.
9. Any loss resulting directly or indirectly from forgery, counterfeiting or alteration, except to the extent that such loss is covered by Insuring Clause Nos. 1, 4, 5 or 6.
10. Any loss resulting directly or indirectly from forgery, counterfeiting or alteration of any travellers cheques or travellers letters of credit, except to the extent that such loss is covered by Insuring Clause No. 1.
11. Any loss of unsold travellers cheques placed in the custody of the **Assured** with authority to sell except to the extent that such loss is covered by Insuring Clause Nos. 1, 2 or 3 and provided also that such cheques are later paid or honoured by the Issuer thereof and the **Assured** is legally liable for such loss.
12. Any loss resulting directly or indirectly from any items which are or purport to be bills of lading, shipping documents, warehouse receipts, trust receipts, accounts receivable, or any other bills, documents or receipts similar in nature or effect or serving a similar purpose, except to the extent that such loss is covered by Insuring Clause No. 1, or except for the physical loss of any such item to the extent that such physical loss is covered by Insuring Clause Nos. 2 or 3.
13. Any loss resulting from the use or purported use of any credit, debit, charge, access, convenience, identification or other cards, whether such cards were issued, or purport to have been issued, by the **Assured** or by anyone other than the **Assured**, except to the extent that such loss is covered by Insuring Clause No. 1.
14. Any loss or deprivation of income or profits, including but not limited to loss or deprivation of interest, dividends, fees, commissions and the like.
15. Any loss resulting wholly or partially from the failure of a financial or depository institution (or its receiver or liquidator)
  - (a) to pay, return or deliver funds or property held by it in any capacity, or
  - (b) to reimburse the **Assured** for any loss for which the financial or depository institution or its employees are liable,except to the extent that such loss is covered by Insuring Clause No. 1.
16. Any and all damages of any description (whether fines, penalties, punitive, exemplary or other) for which the **Assured** is legally liable, other than direct compensatory damages (but not multiples thereof) awarded to a third party to reimburse said party for funds or property actually lost which represent direct financial loss covered by this Policy.
17. Indirect or consequential loss of any nature.
18. Costs, fees and other expenses incurred by the **Assured** in establishing, or attempting to establish, the existence of or amount of loss covered by this Policy.
19. Costs, fees or other expenses incurred by the **Assured** in defending any claim except legal fees and legal expenses of outside counsel to the extent recoverable as indicated in General Condition No. 1.
20. Any loss resulting directly or indirectly from **Trading**, except to the extent that such loss is covered by Insuring Clause Nos. 1, 4 or 5.
21. Any loss of or damage to any property whatsoever by reason of wear, tear, gradual deterioration, moth or vermin.

22. Any loss of or damage to any property whatsoever resulting directly or indirectly from typhoon, hurricane, cyclone, volcanic eruption, earthquake, subterranean fire or other convulsion of nature and contemporaneous or ensuing loss or damage by fire, flood or looting.
23. Any loss or damage which arises directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawfully constituted Authority. IN ANY CLAIM, and in any action, suit or other proceeding to enforce a claim under this Policy for loss or damage, the BURDEN OF PROVING that such loss or damage does not fall within this General Exclusion shall be upon the **Assured**.
24. Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
25. Any loss resulting from the input, modification or destruction of electronic data, including programs, except to the extent that such loss is covered under Insuring Clause No. 1.
26. Any loss resulting from instructions or messages sent to the **Assured** and received by or input by the **Assured** into its computer systems or into any teletype terminal, teleprinter, video display terminal or the like except to the extent that such loss is covered under Insuring Clause No. 1.
27. Any loss resulting directly or indirectly by reason of the **Assured** having arranged (or having failed to arrange) any item which is or purports to be a policy, contract or binder of insurance or reinsurance or any liability arising out of the **Assured's** involvement whether as agent or principal with respect to insurance or reinsurance of any kind, including having issued (or failed to issue) any item which is, or purports to be, a policy, certificate, cover note, contract or binder of insurance or reinsurance policy, annuity or endorsement or agreement or treaty of insurance, reinsurance or suretyship, EXCEPT, however, that this General Exclusion shall not apply to loss of premium payments or the proceeds of claims payments when such loss is directly caused by the embezzlement of such payments by an **Employee** when covered under Insuring Clause No. 1.
28. Any loss of **Property** while in the custody of any governmental postal service except when covered under Insuring Clause No. 1.

## GENERAL CONDITIONS

### 1. LEGAL FEES AND LEGAL EXPENSES

The Underwriters shall indemnify the **Assured** against reasonable legal fees and legal expenses incurred and paid by the **Assured** with the prior approval of the Underwriters in the defence of any suit or legal proceeding brought against the **Assured**, with respect to which the **Assured** establishes that the act or acts which have been committed, or the events which have occurred, would entitle the **Assured** to recover under this Policy. Legal fees and legal expenses paid by the Underwriters in defending any suit or legal proceeding shall be applied subject to General Condition No. 6 to the reduction of the Aggregate Limit of Indemnity and the Sub-Limit for the applicable Insuring Clause.

The **Assured** shall promptly give notice to the Underwriters of the institution of any suit or legal proceeding referred to above and at the request of the Underwriters shall furnish them with copies of all pleadings and other papers therein.

If multiple causes of action are alleged in any such suit or legal proceeding some of which causes of action, if established against the **Assured**, would not constitute a collectible loss under this Policy, including without limitation claims for punitive, consequential or other non-compensatory damages then the **Assured** shall bear for its own expense the legal fees and legal expenses incurred in the defence of such alleged causes of action.

If the amount of the **Assured's** loss is greater than the amount recoverable under this Policy, or if a Deductible is applicable, or both, the liability of the Underwriters under the first paragraph of this General Condition is limited to the proportion of the legal fees and legal expenses incurred and paid by the **Assured** or by the Underwriters that the amount recoverable under this Policy bears to the total of such amount plus the amount which is not so recoverable. Such prorated amount shall be applied in reduction of the Aggregate Limit of Indemnity and the Sub-Limit for the applicable Insuring Clause.

The Underwriters shall not be liable to indemnify the **Assured** for legal fees and legal expenses until after final judgement or settlement of any suit or legal proceeding.



The Underwriters may but are not obligated to conduct the defence of such suit or legal proceeding referred to in the first paragraph of this General Condition. At the Underwriters' election the **Assured** shall permit the Underwriters to conduct the defence of such suit or legal proceeding, in the **Assured's** name, through legal representatives of the Underwriters' selection. The **Assured** shall give all reasonable information and assistance that the Underwriters shall deem necessary to the defence of such suit or legal proceeding.

Legal fees and legal expenses paid by the Underwriters in defending any suit or legal proceeding shall be applied to the reduction of the Aggregate Limit of Indemnity and the Sub-Limit for the applicable Insuring Clause.

If having elected to defend the Underwriters pay legal fees and legal expenses in excess of their proportionate share of such fees and expenses the **Assured** shall promptly reimburse the Underwriters for such excess.

The **Assured** shall not unreasonably withhold consent to a settlement by the Underwriters of any suit or legal proceeding.

## 2. CHANGE OF CONTROL OF THE ASSURED

### (a) Liquidation, Etc

In the event of the liquidation of the **Assured**, either voluntary or compulsory, or the appointment of a Receiver or Manager, or the entering into of any Scheme of Arrangement or composition with

creditors, or the control of the **Assured** being taken over by any Government or by officials appointed by any Government or Governmental Authority or Agency, then this Policy shall immediately cease to afford any coverage of any kind for loss subsequently discovered and notified to the Underwriters.

In the event of the liquidation, etc., as aforesaid, of any subsidiary of the **Assured** named in the Proposal Form and the Schedule, then this Policy shall immediately cease to afford any coverage of any kind for loss subsequently discovered and notified to the Underwriters which arose in any manner from such subsidiary.

### (b) Change of Assets or Share Ownership

The **Assured** shall immediately advise the Underwriters of any consolidation or merger with another business entity or any purchase, assignment, transfer, pledge or sale of assets or shares occasioning any change in ownership or control. As used in this General Condition, control means the power to determine the management or policy of a controlling holding company of the **Assured** by virtue of voting share ownership. A change in ownership of voting shares which results in direct or indirect ownership by a shareholder or an affiliated group of shareholders of ten percent (10%) or more of such shares shall be presumed to result in a change of control for the purposes of the required notice.

As a condition to continuation of this Policy, the **Assured** shall:

- (i) give written notice to the Underwriters within thirty (30) days of the event, and
- (ii) promptly provide the Underwriters with all such further information as the Underwriters may require, and
- (iii) obtain the written consent of the Underwriters to continue some or all of the coverage provided by this policy, and
- (iv) give written notice within ten (10) days to the Underwriters of its agreement to the terms and conditions which are required by the Underwriters consequent upon such change, and
- (v) pay to the Underwriters any additional premium.

Failure to give notice to the Underwriters in accordance with paragraph (b)(i) above or failure of the **Assured** to notify the Underwriters of its agreement in accordance with paragraph (b)(iv) above shall be an election by the **Assured** not to continue coverage.

Notification to the Underwriters, as herein required, shall not have been accomplished unless provided by the **Assured** in writing and acknowledged in writing by the Underwriters.

## 3. ADDITIONAL OFFICES, CONSOLIDATION, MERGER OR PURCHASE BY THE ASSURED OF ANOTHER BUSINESS

If the **Assured** shall, during the Policy Period, establish any new branch offices, other than by merger or consolidation with, or purchase or other acquisition of the assets of another business, such branch offices shall be automatically covered hereunder from the dates of their establishment, without the requirement of notice to the Underwriters or the payment of additional premium for the remainder of the Policy Period.

In the event that the **Assured** shall during the Policy Period merge or consolidate with, or purchase, or otherwise acquire, the assets of another business, this Policy shall not afford any coverage of any kind for loss which either:

- (a) has occurred or may subsequently occur in any offices or premises; or
- (b) has been caused or may be caused by a director or employee of such business; or
- (c) has arisen or may arise out of the assets or liabilities or other exposures

acquired by the **Assured**, as the result of such merger, consolidation, purchase or acquisition, unless the **Assured** shall:

- (i) give written notice to the Underwriters, prior to the effective date, of such merger, consolidation, purchase or acquisition, and
- (ii) promptly provide the Underwriters with all such further information as the Underwriters may require, and
- (iii) obtain the written consent of the Underwriters to extend the coverage provided by this Policy in respect of such merger, consolidation, purchase or acquisition, and
- (iv) give written notice to the Underwriters of its agreement to the terms and conditions of coverage which are required by the Underwriters consequent upon such merger, consolidation, purchase or acquisition, and
- (v) pay to the Underwriters any additional premium.

Failure to give notice to the Underwriters in accordance with paragraph (i) above or failure of the **Assured** to notify the Underwriters of its agreement in accordance with paragraph (iv) above shall be an election by the **Assured** not to continue coverage.

Notification to the Underwriters, as herein required, shall not have been accomplished unless provided by the **Assured** in writing and acknowledged in writing by the Underwriters.

#### 4. TERMINATION PROVISIONS

This Policy shall terminate with or without the tender of unearned premium

- (a) immediately upon
  - (i) the happening of any of the events relating to a change in control of the **Assured** as set forth in General Condition No. 2(a),
  - (ii) the failure by the **Assured** to notify a change of assets or share ownership or otherwise comply with the terms as set forth in General Condition No. 2(b),
  - (iii) refusal by the Underwriters to continue coverage following a change in ownership or control as set forth in General Condition No. 2(b).
- (b) immediately as to any subsidiary of the **Assured** upon the happening of any event with regard to such subsidiary relating to a change in control or ownership of such subsidiary as set forth in General Condition No. 2.
- (c) immediately as to any Director or **Employee** of the **Assured**, as soon as any Director or officer of the **Assured** not in collusion with said person shall first learn of any dishonest or fraudulent act on the part of the Director or **Employee** whenever committed, whether or not such act is of a type covered by Insuring Clause No. 1 of this Policy, but in any event without prejudice to the loss of **Property** in Transit in the custody of such person at the time the Director or officer of the **Assured** shall so learn of such dishonesty or fraud.
- (d) thirty (30) days after receipt by the **Assured** of written notice from the Underwriters of their decision to terminate this Policy. If sent by prepaid registered post and addressed to the Principal Address of the **Assured**, as stated in the Proposal Form, such notice shall be deemed to have been received when sent.
- (e) immediately upon receipt by the Underwriters of a written notice from the **Assured** of its decision to terminate this Policy.

- (f) immediately upon expiration date stated in Item 2 of the Schedule.

The Underwriters shall refund any unearned premium computed at short-rate of the Annual Premium if terminated pursuant to paragraph (a) or (e) of this General Condition but pro-rata of the Annual Premium if terminated by the Underwriters as provided in paragraph (d) of this General Condition.

This Policy shall also terminate immediately upon exhaustion of the Aggregate Limit of Indemnity by one or more payments of loss hereunder, in which event the premium is fully earned.

## 5. OTHER INSURANCE OR INDEMNITY

It is agreed that in the event of loss, this Policy, insofar as it covers loss also covered by other insurance or indemnity, shall only pay claims (not exceeding the Aggregate Limit of Indemnity or any applicable Sub-Limit) for the excess of the amount of such other insurance or indemnity. As excess insurance this Policy shall not apply or contribute to the payment of any loss until the amount of such other insurance or indemnity shall have been exhausted.

## 6. LIMIT OF INDEMNITY

- (a) The total liability of the Underwriters for all loss or losses discovered during the Policy Period set forth in Item 2 of the Schedule of this Policy and including legal fees and legal expenses is limited to the Aggregate Limit of Indemnity stated in Item 6 of the Schedule of this Policy irrespective of the total amount of such loss or losses. The Sub-Limit of any applicable Insuring Clause is part of and not in addition to the Aggregate Limit of Indemnity and the total liability of the Underwriters for all losses, including legal fees and legal expenses, concerning any such Insuring Clause with a Sub-Limit is limited to the amount of the Sub-Limit, irrespective of the total amount of such loss or losses.

The Aggregate Limit of Indemnity shall be reduced by the amount of any payment made under this Policy. Upon exhaustion of the Aggregate Limit of Indemnity by such payments the Underwriters shall have no further liability:

- (i) to indemnify the **Assured** under any Insuring Clause(s) of this Policy for any loss or losses, and
  - (ii) to indemnify the **Assured** for any legal fees and legal expenses, and
  - (iii) to continue the defence of the **Assured** in the event that the Underwriters elected to conduct the defence of any suit or legal proceedings. Upon notice by the Underwriters to the **Assured** that the Aggregate Limit of Indemnity has been exhausted, the **Assured** shall assume all responsibility for its defence at its own cost.
- (b) In addition to the Aggregate Limit of Indemnity being reduced, the Sub-Limit of any applicable Insuring Clause(s) stated in Item 6 of the Schedule shall be reduced by the amount of any payment made in connection with said Insuring Clause(s). Upon exhaustion of the Sub-Limit applicable to said Insuring Clause(s) by such payments the Underwriters shall have no further liability:
- (i) to indemnify the **Assured** under said Insuring Clause(s) of this Policy for any loss or losses, and
  - (ii) to indemnify the **Assured** for any legal fees and legal expenses incurred in connection with said loss or losses or in connection with said Insuring Clause(s), and
  - (iii) to continue the defence of the **Assured** in the event of the Underwriters' election to conduct the defence of any suit or legal proceeding in connection with said loss or losses. Upon notice by the Underwriters to the **Assured** that the Sub-Limit has been exhausted, the **Assured** shall assume all responsibility for its defence at its own cost.

If by reason of payments made under this Policy the Aggregate Limit of Indemnity is reduced to an amount less than the amount stated for any Sub-Limit in Item 6 of the Schedule of this Policy, then the amount of any such Sub-Limit shall be reduced accordingly so that the total amount available under any Sub-Limit for any loss or losses, including legal fees and legal expenses, does not exceed the reduced amount remaining available under the Aggregate Limit of Indemnity.

The Aggregate Limit of Indemnity and any Sub-Limit shall not be reinstated in whole or in part by any recovery effected subsequent to any payment made under this Policy, unless such recovery is actually received by Underwriters during the period stated in Item 2 of the Schedule or within twelve (12) calendar months thereafter.

If a loss is covered under more than one Insuring Clause the maximum amount payable with respect to such loss shall not exceed the largest amount remaining available under any one applicable Insuring Clause.

- (c) **Lost Securities:** In the event that a loss of a security is settled through the use of a lost securities bond or indemnity

agreement pursuant to General Condition 14, such loss, to the extent that during the Policy Period the Underwriters are not called upon to pay under said lost securities bond or indemnity agreement, shall not reduce the Aggregate Limit of Indemnity or any Sub-Limit remaining for the payment of any loss or losses. However, any payment by the Underwriters of such loss or under such lost securities bond or indemnity agreement shall be deemed to be a payment under this Policy.

The exhaustion or reduction of the Aggregate Limit of Indemnity or any Sub-Limit shall not affect the Underwriters' obligations in connection with any lost securities bond or indemnity agreement issued prior to the exhaustion or reduction of the Aggregate Limit of Indemnity or any applicable Sub-Limit.

## 7. NOTIFICATION AND DISCOVERY OF LOSS

As a condition precedent to its right to be indemnified under this Policy, the **Assured** shall, as soon as possible and in any event within thirty (30) days after discovery by the **Assured** of any loss hereunder, give written notice thereof to the Underwriters.

For the purposes of this Policy, discovery is deemed to occur at the time when the **Assured** first becomes aware of facts which would cause a reasonable person to believe that a loss of the kind covered by this Policy has been or will be incurred, regardless of when the acts, transactions or events causing or contributing to such loss occurred, and regardless of whether the **Assured's** knowledge is sufficient at such time to prove that such loss meets the terms and conditions of this Policy, and even though the amount or details of loss may not then be known.

Discovery is also deemed to occur when the **Assured** receives notice of an actual or potential claim in which it is alleged that the **Assured** is liable to a third party under circumstances which, if true, might constitute a loss of a type covered by this Policy, even though the amount or details of loss may not then be known.

All loss or losses discovered by the **Assured** which are attributable to the acts or omissions of one person, whether or not an **Employee**, or in which such person is concerned or implicated, shall be deemed to be one loss.

## 8. CO-OPERATION

As a condition precedent to its right to be indemnified under this Policy, the **Assured** shall co-operate fully with the Underwriters and their appointed representatives in all matters pertaining to any loss notified hereunder. The **Assured** shall, upon request and at times and places designated by the Underwriters, provide for examination all pertinent records including audit records of its accountants and provide for interview any of its **Employees** or other persons, to the best of its ability and power. The **Assured** agrees to execute all papers and render all assistance to secure all rights, title, interest and causes of action as it may have against any person or entity in connection with any loss notified hereunder, and to do nothing to prejudice such rights or causes of action.

## 9. PROOF OF LOSS

Within six months of discovery of loss, the **Assured** shall furnish affirmative proof of loss to the Underwriters, in writing, duly sworn to by the chief financial officer of the **Assured** together with full particulars. The onus of proof is upon the **Assured** in preparing its proof of loss with respect to:

- (a) a loss for which claim is made under Insuring Clause No. 1, to identify the person responsible for the loss; to identify the specific dishonest or fraudulent acts involved in each transaction or item constituting such loss; to identify the improper personal financial gain obtained for each loan or trading transaction; and to establish that the resultant loss was directly caused by such dishonest or fraudulent acts, or
- (b) a loss for which claim is made under Insuring Clause Nos. 4 or 5, involving an item which bears a **Forged Signature**, is **Counterfeit** or bears a **Fraudulent Alteration**, to establish that if such item were genuine and did not bear a **Forged Signature**, or were not **Counterfeit** or did not bear a **Fraudulent Alteration**, the **Assured** would not have sustained the loss claimed, or
- (c) a loss for which claim is made under any Insuring Clause, to establish that such loss directly resulted from the insured

peril and not from economic conditions or other contributing causes.

## 10. LEGAL PROCEEDINGS FOR RECOVERY OF LOSS

If the Underwriters, after completing their investigation, do not pay a loss for which the **Assured** believes the terms, conditions and other provisions of this Policy entitle it to recovery hereunder, the Underwriters at the request of the **Assured**, shall submit to the jurisdiction of any court of competent jurisdiction of XXXX.

Service of process in any such legal proceedings shall be made upon the person(s) named in the Schedule who are duly authorised to accept Service of Process on behalf of the Underwriters. In such legal proceedings instituted against any one of the Underwriters, the other Underwriters hereon shall abide by the final judgement of such Court or of any Appellate Court in the event of appeal.

Legal proceedings for recovery of loss hereunder shall not be brought until after three months from the **Assured** furnishing proof of loss, as stated in General Condition No. 9, nor after the expiration of two years from the discovery of such loss.

If the said two year limitation is prohibited by any law controlling the construction of this Policy, such limitation shall be deemed to be amended so as to equal the minimum period of limitation permitted by such law.

## 11. INTERPRETATION

The construction, interpretation and meaning of the terms, exclusions, limitations and conditions of this Policy shall be determined in accordance with the common law of XXXX and in accordance with the English text as it appears in this Policy.

## 12. EXCLUSIVE POLICY BENEFIT

It is agreed that the Insurance granted herein shall be for the exclusive benefit only of the first named **Assured** herein, and that in no event shall anyone other than said **Assured** have any right of action under this Policy.

## 13. BASIS OF VALUATION

(a) In determining the amount collectible under this Policy for any loss, all money received from any source whatsoever in connection with any matter from which a claimed loss has arisen, including payments and receipts of principal, interest, dividends, commissions and the like, whenever received, shall be deducted from the amount actually paid out, advanced, taken or otherwise lost. The value of all property received from any source whatsoever in connection with any matter from which a claimed loss has arisen, whenever received, shall likewise be deducted from the **Assured's** claimed loss.

(b) The value of any securities, foreign funds, currencies or precious metals for the loss of which a claim shall be made, shall be determined by their closing market value on the last business day prior to the date of discovery of the loss.

If there is no market price or value for the same on such day, then the value shall be as agreed between the **Assured** and the Underwriters or in default thereof by arbitration. If, however, such securities, foreign funds, currencies or precious metals are replaceable, then the **Assured**, subject to General Condition 14, may replace said items with the approval of the Underwriters and the value shall be the actual cost of replacement.

If this Policy is subject to a Deductible, or the Policy Limit in Item 6 of the Schedule remaining for the payment of any loss or losses is not sufficient in amount to indemnify the **Assured** in full for the loss of securities for which claim is made hereunder, the liability of the Underwriters under this Policy is limited to the payment for, or the duplication of, so much of such securities as has a value equal to the amount collectible under the applicable Insuring Clause of this Policy.

(c) In the case of loss of or damage to property consisting of books of accounts or other records used by the **Assured** in the conduct of its business, the Underwriters shall be liable under this Policy only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages, or other materials plus the cost of labour for the actual transcription or copying of data which shall have been furnished by the **Assured** in order to reproduce such books and other records.

## 14. LOST SECURITIES

In the event of a claim in respect of a loss covered under this Policy of securities, the **Assured** shall, subject to the conditions stated below, first attempt to replace the lost securities by use of a letter of indemnity issued by it. In the event that it is unable to replace the lost securities by a letter of indemnity, the **Assured** shall, subject to the Underwriters' prior consent, secure a lost securities bond for the purpose of obtaining the issuance of duplicate securities.

It is further agreed that the Underwriters will indemnify the **Assured** for such sum or sums, in excess of the applicable



Deductible as stated in the Schedule, not exceeding the amount of the Aggregate Limit of Indemnity stated in the Schedule, or any applicable Sub-Limit thereof with respect to such loss remaining available for the payment of any loss at the time of the execution by the **Assured** of a letter of indemnity or the securing of the lost securities bond, which the **Assured** may be required to pay either during the Policy Period or any time thereafter by reason of any indemnifying agreement executed by the **Assured** or delivered by the **Assured** to the Company issuing the lost securities bond.

It is further agreed that the **Assured** shall bear for its own account the cost of obtaining such indemnity agreement or lost securities bond for that portion of the loss which falls within the applicable Deductible as stated in the Schedule or which is in excess of the Aggregate Limit of Indemnity remaining available for the payment of said loss or in excess of any applicable Sub-Limit remaining available for the payment of said loss.

The Underwriters shall bear for their own account the cost of obtaining such indemnity agreement or lost securities bond for that loss which would be covered under the Insuring Clauses of this Policy and which exceeds the Deductible and is within the Aggregate Limit of Indemnity or Sub-Limit remaining available for the payment of any loss.

## 15. SUBROGATION, SALVAGE AND RECOVERY

It is agreed that the Underwriters upon payment of any loss hereunder shall become subrogated to all rights, title, interest and causes of action of the **Assured** in respect of such loss.

In the case of recovery after payment of any loss hereunder, the amount recovered, after deducting the actual cost of obtaining or making such recovery but excluding the **Assured's** own labour or establishment costs, shall be applied in the following order:

- (a) to reimburse the **Assured** in full for the part, if any, of such loss which exceeds the amount of loss paid under this Policy (disregarding the amount of any Deductible applicable),
- (b) the balance, if any, or the entire net recovery if no part of such loss exceeds the amount of loss paid under this Policy, to the reimbursement of the Underwriters,
- (c) finally, to that part of such loss sustained by the **Assured** by reason of the Deductible specified in the Schedule and/or to that part of such loss covered by any policy(ies) of Insurance of which this Policy is excess.

## 16. DEDUCTIBLE

The Underwriters shall be liable only in excess of the Deductible of the applicable Insuring Clause stated in Item 7 of the Schedule. In the event that more than one Insuring Clause shall be applicable then the largest Deductible relating to any applicable Insuring Clause shall apply.

The Deductible shall apply to each and every loss, irrespective of the number of such losses during the Policy Period.

## 17. FRAUD

If the **Assured** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall be void and all claims hereunder shall be forfeited.

NMA2626

**Section 1 Bankers Blanket Bond:**

**AUDIT EXPENSE ENDORSEMENT**

In the name of: It is hereby understood and agreed that Insuring Clause 1 Employee Dishonesty of the policy wording or amendment thereof is extended to include the following additional paragraph:

Expense incurred by the Assured for the cost of audits or examinations required by reason of the discovery of loss sustained by the Assured through dishonest or fraudulent acts of any of the Employees. The total liability of underwriters for such expense by reason of such acts of any Employee or in which such Employee is concerned or implicated is limited to XXXX each and every loss.

It being understood, however, that such expense shall be deemed to be loss sustained by the Assured through dishonest or fraudulent act of one or more of the Employees and the liability of Underwriters under this paragraph shall be a part of and not in addition to the Limit of Liability stated in Item 6 of the Policy Schedule or any amendment thereof.

It is hereby understood and agreed that there is a Nil deductible applicable to this endorsement.

**Section 1 Bankers Blanket Bond:**

**EXTORTION - THREATS TO PERSONS RIDER**

It is agreed that :

1. The attached bond is amended by adding the following to Exclusion (8) of the General Exclusions :  
"except to the extent covered under the Extortion - Threats to Persons Insuring Clause below, or to the extent covered under the Extortion - Threats to Property Insuring Clause when added by rider to the attached bond".
2. The attached bond is further amended by adding an additional Insuring Clause as follows :-

**EXTORTION - THREATS TO PERSONS**

"Loss of Property surrendered away from an office of the Assured as a result of a threat communicated to the Assured to do bodily harm to :

- (1) a director, trustee, Employee or partner of the Assured or to the proprietor (if the Assured be a sole proprietorship), or
- (2) a relative or invitee of any person enumerated in (1) above

who is, or allegedly is, being held captive: provided, however, that the captivity takes place anywhere in the World.

and that prior to the surrender of such Property (a) the person receiving the threat has made a reasonable effort to report the extortionist's demand to an associate, and (b) a reasonable effort has been made to report the extortionist's demand to the local law enforcement authorities".

3. The total liability of Underwriters under the foregoing Extortion - Threats to Persons Insuring Clause is limited to the sum of USD XXXX in the annual aggregate it being understood, however, that such liability shall be a part of and not in addition to the Limit of Indemnity stated in schedule of the attached policy.
4. The Insuring Clause set forth in paragraph numbered 2 of this rider shall be subject to a Deductible Amount of USD XXXX
5. This endorsement shall become effective as specified in the attached policy.
6. Excluding Kidnap and Ransom



**Section 1 Bankers Blanket Bond:**

**EXTORTION - THREATS TO PROPERTY RIDER**

It is agreed that:

1. The attached bond is amended by deleting Section (b) of Exclusion (8) and by substituting in lieu thereof the following:-  
  
(b) "to do damage to the Assured's Premises or to any property whatsoever (including Property) of the Assured's or of any other person except with respect to (a) above, or to the extent covered under the Extortion - Threats To Property Insuring Clause below, or to the extent covered under the Extortion - Threats To Persons Insuring Clause when added by rider to the attached bond".
2. The attached bond is further amended by adding an additional Insuring Agreement as follows:-

**EXTORTION - THREATS TO PROPERTY**

"Loss of Property surrendered away from an office of the Assured as a result of a threat communicated to the Assured to do damage to the Premises or property of the Assured located anywhere in the world provided, however, that prior to the surrender of such Property (a) the person receiving the threat has made a reasonable effort to report the extortionist's demand to an associate, and (b) a reasonable effort has been made to report the extortionist's demand to the law enforcement authorities."

3. Subject to the coinsurance provisions of paragraph 4 and 5 below, the total liability of the Underwriter under the foregoing Extortion - Threats To Property Insuring Clause is limited to the sum of USD XXXX it being understood, however, that such liability shall be a part of and not in addition to the Limit of Liability stated in Item 6 of the Schedule of the attached policy.
4. The Underwriter shall not be liable for loss under the Extortion - Threats To Property Insuring Clause unless the amount of such loss, after deducting the net amount of all reimbursement and/or recovery obtained or made by the Assured (other than from any bond or insurance policy issued by a surety or insurance company and covering such loss) or by the Underwriter on account thereof before the payment by the Underwriter of such loss, is in excess of the Deductible Amount of USD XXXX each and every loss.
5. There is no coverage afforded hereunder in respect of damage to buildings and contents.
6. This rider shall become effective as of Inception.
7. Excluding damage to buildings/contents

All other terms and conditions remain unchanged.

All terms and conditions remain unchanged

**Section 1 Bankers Blanket Bond:**

**STOP PAYMENT ORDER LIABILITY RIDER**  
(BANKERS AND BROKERS)

IN CONSIDERATION of the additional premium paid hereon this Policy is extended to indemnify the Assured from and against any and all sums which the Assured shall become obligated to pay by reason of the liability imposed upon the Assured by law for damages (1) for having either complied with or failed to comply with any written notice of any depositor of the Assured or any authorized representative of such depositor to stop payment of any cheque or draft made or drawn by such depositor or any authorized representative of such depositor, or (2) for having refused to pay any cheque or draft made or drawn by any depositor of the Assured or any authorized representative of such depositor.

Provided always that:

- (a) The Assured shall bear the first USD 25,000 each and every loss.
- (b) The Underwriters' liability under this Rider shall be limited to USD XXXX any one loss and in all during each Policy Year.
- (c) The term "Policy Year" as used in this Rider shall mean each period of twelve calendar months commencing as at inception stated above.
- (d) The Underwriters hereon shall not be liable for losses discovered before the inception date, nor for losses discovered after the termination date, of this Rider.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Rider is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

11/10/73

NMA1829

## Section 1 Bankers Blanket Bond:

### FORGED WRITTEN INSTRUCTIONS ENDORSEMENT

In consideration of the premium charged for this Policy to which this Endorsement is attached, it is understood and agreed that said Policy shall be, and the same is, hereby amended as follows :

Item 1 : Insuring Clause 4, Forged Cheques, is amended to add the following :

- (e) The **Assured** having transferred, paid or delivered any funds or Property in reliance upon any original **Written Instructions** addressed and sent directly to the **Assured** authorising or acknowledging the transfer, payment or delivery of said funds or **Property**, which **Written Instructions** fraudulently purport to have been sent by said customer or another banking institution but which **Written Instructions** prove to bear a **Forged Signature**, or a **Fraudulent Alteration**.

Special

Definition : **"Written Instructions"** as used herein does not include **Telex**, **Telefacsimile** or photocopied instructions or any similar electronically produced or copied instructions.

Item 2 : The Policy is amended to add the following Exclusions :

- (29) Any loss resulting from any telefacsimile or photocopied instructions or any similar electronically produced or copied instructions except when covered under Insuring Clause 4 (d).
- (30) Any loss resulting from any **Telex** instruction except when covered under Insuring Clause 4 (c).

Except as expressly stated above this Endorsement is subject to all terms, definitions, exclusions and conditions of the Policy to which this Endorsement attaches.

Lloyd's Form No. 2-89 - SDMA PW No. 0589 (for use with NMA 2626 Wording)

**Section 1 Bankers Blanket Bond:**

**FORGED PAYMENT INSTRUCTION FOR ELECTRONIC TRANSFER ENDORSEMENT**

Notwithstanding anything contained herein to the contrary it is understood and agreed that Insuring Clause 4 (Forged Cheques) of the Policy to which this Endorsement is attached shall be, and the same is hereby amended by inserting before A the number (i) and inserting after the words "Certificates of Deposit issued by the assured," on the final line the following:

- (ii) The Assured having transferred, paid or delivered any funds or property through an electronic funds transfer system on the faith of an original Electronic Payment Instruction received in the Assured's communications room which instruction purports to have been signed by at least two authorised signatories of the Assured in handwriting with their full signatures but which
- (1) bears a Forged Signature(s) of an authorised signatory of the Assured upon which the Assured relied; or
  - (2) bears a fraudulent alteration upon which the Assured relied

**Special**

**Definition:** Electronic Payment Instruction means a written instruction prepared by the Assured bearing a sequential number authorising the transfer, payment or delivery of funds or property by the Assured through an electronic funds transfer system. The foregoing instrument must be in a format with which the Employee, acting upon such instrument is conversant. Mechanically reproduced facsimile signatures shall NOT be deemed to be handwritten signatures.

**Condition**

**Precedent to**

**Liability:** It is a condition precedent to Underwriters' liability under this Endorsement that the handwritten authorised signatures of the Assured's Employees upon the Electronic Payment instruction be verified by the Assured's Employee prior to acting upon such Electronic Payment Instruction and that such Employee has actual physical possession of the original Electronic Payment Instruction at the time of such verification.

All other terms and conditions remain unchanged.

For use with the NMA 2626 Wording.

## Section 1 Bankers Blanket Bond:

### AUTOMATED TELLER MACHINE EXTENSION

#### In respect of Insured's own Branded ATMs only.

NOW WE the Underwriters hereby undertake and agree, subject to the terms, exclusions, limitations, conditions and endorsements of this Policy, to make good to the Assured such direct financial loss, as stated in the Insuring Clauses, sustained by the Assured at any time and discovered by the Assured during the Policy period subject always to the Policy Limits and deductibles as stated in the schedule.

### INSURING CLAUSES

#### (1) LOSS OF CASH AND/OR ITEMS FOR DEPOSIT

By reason of any cash and/or items for deposit being lost, damaged or destroyed due to any cause, including but not limited to mysterious unexplainable disappearance, while such cash and/or items for deposit are (or are supposed to be) within any Automated Teller Machine owned, rented or leased by the Assured.

#### (2) UNAUTHORISED TAKING OF CASH AND/OR ITEMS FOR DEPOSIT

By reason of the unauthorised taking of cash from any Automated Teller Machine as a direct result of a person or person either

- (1) fabricating an access or identification card or using a fabricated access or identification card or device.
- or (2) altering an access or identification card or using an altered access or identification card.
- or (3) using an access or identification card which has been lost by or stolen from the bank or their printer or the person to whom the card was issued (including while in transit between the foregoing).

#### (3) LOSS OF OR DAMAGE TO AN AUTOMATED TELLER MACHINE

By reason of physical loss of or damage to any Automated Teller Machine provided the Assured is the owner of such Automated Teller Machine or is liable for such loss or damage.

### GENERAL CONDITIONS APPLICABLE TO AUTOMATED TELLER MACHINES EXTENSION

#### (1) Other Insurance

This Insurance does not cover any loss which at the time when such loss is discovered is insured by a more specific Policy or Policies, except in respect of any excess, (not exceeding the limits of this Policy) beyond the amount which would have been payable under such other Policy or Policies including any deductible applicable there under had this Insurance not been effected.

#### (2) Limit of Liability

- (a) Payment of loss under this Policy shall not reduce the liability of the Underwriters for other losses covered by this Policy PROVIDED ALWAYS (irrespective of the total amount of loss or losses or series of losses and subject always to the Policy limit(s)) as follows:
  - (i) that the total liability of the Underwriters on account of "one loss" shall be deemed to apply to any loss or losses or series of losses caused by acts or omissions in which such person is concerned or implicated, and shall not exceed the Limit of Liability stated to be applicable in the Schedule and
  - (ii) that if, and only if, there be directly or indirectly no such acts or omissions, the total liability of the Underwriters on account of any loss or series of losses arising out of the same event shall not exceed the Limit of Liability stated to be applicable in the Schedule.

- (b) Non Cumulative Liability: Regardless of the number of years this Insurance has been in force or may continue in respect thereof, the liability of the Underwriters shall not be cumulative in amount from year to year or from period to period and in no case shall exceed the limits stated in the schedule.

- (c) Deductible: the Underwriters shall be liable only in excess of the deductible stated in the Schedule of this extension. In the event that more than one Insuring Clause of this extension shall be applicable then the largest deductible relating to the applicable Insuring Clause shall apply.

The deductible shall apply to the Ultimate Net Loss sustained by the Assured.

- (d) Ultimate Net Loss' shall mean the actual net loss to the Assured after making proper deduction for all recoveries and salvages (but deduction shall not be made for the amount of the deductibles which may be recoverable on specific insurance) and shall exclude all expenses for salaried Employees of the Assured incurred in the investigation or adjustment of claims, actions or proceedings, unless specially agreed by the Underwriters but nothing in this Policy shall be construed to mean that a claim is not recoverable hereunder until the Ultimate Net Loss has been ascertained.

#### (3) Basis of Valuation for Automated Teller Machines

In the case of loss of or damage to any Automated Teller Machine Underwriters shall not be liable for more than the replacement or repair

cost and may at their election pay the replacement or repair cost or replace or repair the machine or machines.

(4) Subrogation

It is agreed that the Underwriters upon payment of any loss hereunder shall become subrogated to all rights and remedies of the Assured in respect of such loss.

(5) Salvage and Recovery

In the case of recovery on account of any loss covered under this Policy the amount recovered after deducting the actual cost of obtaining or making such recovery, but excluding the Assured's own labour and/or establishment costs, shall be applied in the following order:

- (i) To reimburse the Assured in full for the part, if any, of such loss which exceeds the amount of coverage provided by this Policy (disregarding the amount of any excess or deductible applicable).
- (ii) The balance, if any, or the entire net recovery if no part of such loss exceeds the amount of coverage provided by this Policy, to reduction of that part of such loss covered by this policy, or if payment shall have been made, to the reimbursement of the Underwriters.
- (iii) Finally, to that part of such loss sustained by the Assured by reason of any excess or deductible clause as specified in the Schedule and/or that part of such loss covered by any Policy(ies) of Insurance of which this Policy is Excess.

**EXCLUSIONS APPLICABLE TO AUTOMATED TELLER MACHINES EXTENSION**

This Policy DOES NOT cover:

- (1) Loss not discovered during the period of the Policy.
- (2) Loss of cash and/or items of deposit while being loaded into or being unloaded from any Automated Teller Machine owned, rented or leased by the Assured.
- (3) Loss caused by taking of cash from an Automated Teller Machine using an access or identification card, whether issued by or on behalf of the Assured or not, unless such loss is covered by Insuring Clause 2 of this extension.
- (4) Loss resulting from the complete or partial non-payment of or default upon any loan or transaction in the nature of, or amounting to, a loan made by or obtained from the Assured whether procured in good faith or through trick, artifice, fraud or false pretences unless such loss is covered by Insuring Clause No. 2 of this extension, in which event the amount of such loss shall be determined to be the amount of monies paid out, advanced or withdrawn less all monies received from any source whatsoever, including payments and receipt of interest, commissions and the like.
- (5) Loss or deprivation of potential income including but not limited to interests and dividends because of a loss covered under this Policy.
- (6) Any and all damages of any type (whether punitive, exemplary or other) for which the Assured is legally liable, except damages representing reimbursement for direct financial loss covered by this Policy.
- (7) Loss of or damage to any property whatsoever by reason of wear, tear, gradual deterioration, moth or vermin.
- (8)
  - (a) Loss or destruction of or damage to any property whatsoever (including Property) or any loss or expense whatsoever resulting or arising there from or any consequential loss.
  - (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (9) Loss resulting from mechanical failure, faulty construction, error in design, latent defect, wear and tear, gradual deterioration, electrical disturbance, electronic data processing media failure or breakdown or any malfunction or error in programming or errors or omissions in processing.

**SCHEDULE LIMITS APPLICABLE TO AUTOMATED TELLER MACHINES EXTENSION**

The Limit of Liability, under this extension, subject to General Condition 2 of this extension shall be any one loss and/or series of losses arising out of one or the same event, PROVIDED, however, that if other amounts are inserted against the several Insuring Clauses shown below, the Underwriters' liability in respect of loss falling within those Insuring Clauses is limited to such other amounts which are considered as part of and not in addition to the above-mentioned Limit of Liability.

Insuring Clause 1

Loss of Cash and/or Items for Deposit

USD 150,000 per Automated Teller Machine

Insuring Clause 2

Unauthorised Taking of Cash and/or Items for Deposit

USD 150,000 per Automated Teller Machine

Insuring Clause 3

Loss of or Damage to an Automated Teller Machine

USD 150,000 per Automated Teller Machine

It is specifically understood and agreed that coverage hereunder is limited to USD 450,000 in the aggregate

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ITEM 6 Deductibles

The amount of the deductible shall be USD 25,000 any one loss and/or series of losses arising out of one and the same event.

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Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the Limit of Liability stated herein shall be a part of and not in addition to the overall aggregate policy limit as detailed in the main policy Schedule.

All other terms and Conditions remain unchanged

**Section 1 Bankers Blanket Bond:**

**DIRECTORS' COVER (HANC 70)**

This Policy is warranted free of all claim for loss resulting wholly or partially from the wrongful act or default of any Director or Directors of the Assured other than those who are salaried, pensioned or elected officers or Employees of the Assured, except when performing acts coming within the scope of the usual duties of any Employee of the Assured, or while acting as a member of any committee duly elected or appointed by resolution of the Board of Directors of the Assured to perform specific, as distinguished from general, directorial acts on behalf of the Assured.

All other terms and condition remains unchanged.

**Section 1 Bankers Blanket Bond:**

It is hereby noted and agreed that:

The term "Employee" where it is used in the policy means:

- a. One or more insured's office workers or employees.
- b. Invited students whilst performing studies or duties at the Insured's Properties.
- c. Contractors or special visitors specifically authorized by the insured to be at the Insured's Premises.
- d. Security and maintenance contractors' employees whilst performing temporary services for the insured.
- e. Staff furnished by specialised companies to perform characteristic works of the Insured and under the Insured's control and supervision at any Insured's Offices or Premises, covered by this policy.
- f. Any person or company hired by the Insured to perform data processing and/or check processing and/or other accounting duties of the insured.
- g. Outsourcing companies' employees whilst performing duties on behalf of the Insured and under the Insured's control and supervision whilst at the Insured's premises.

All the above shall be considered employees whilst performing duties on behalf of the Insured and under the Insured's control and supervision.



**Section 1 Bankers Blanket Bond:**

**RIOTS, CIVIL COMMOTIONS AND MALICIOUS DAMAGE EXTENSION CLAUSE NO. 1**  
**(Average Condition as in Policy)**

Subject otherwise to the terms and conditions of this Policy, this Policy is hereby extended to cover RIOT AND CIVIL COMMOTION DAMAGE and MALICIOUS DAMAGE, as here in after defined, to the property specified therein.

For the purpose of this extension:-

1. "Riot and Civil Commotion Damage" shall mean loss of or damage to the property insured directly caused by:-
  - (a) Any act committed in the course of a riot or civil commotion by any person taking part, together with others, therein; or
  - (b) Any wilful act done by any striker or locked-out worker in furtherance of a strike or in resistance to a lock-out, or done in the course of a labour disturbance by any person taking part therein, whether or not such act is committed in the course of a riot or civil commotion; or
  - (c) Any act of any lawfully constituted Authority for the purpose of suppressing or minimizing the consequences of any existing riot or civil commotion, or for the purpose of preventing or minimizing the consequences of any such act as is referred to in (b) above;but, in the case of loss or damage caused by any such act as is referred to in (b) above, shall not (unless such act is committed in the course of a riot or civil commotion) include any loss or damage by fire howsoever such fire may have been caused or any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or caused by any person taking part therein.
2. "Malicious Damage" shall mean loss of or damage to the property insured directly caused by any malicious act of any person, but shall not include any loss or damage by fire howsoever such fire may have been caused or any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or caused by any person taking part therein.

**EXCLUSIONS**

Notwithstanding anything to the contrary herein contained this extension does NOT cover:-

- (a) Loss or damage resulting from total or partial cessation or interruption or retarding of work or of any commercial or industrial process or operation.
- (b) Loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same.
- (c) Loss of earnings, loss by delay, loss of market or consequential or indirect loss or damage of any kind or description whatsoever.
- (d) Loss or damage, if any act or event, out of or in the course of which such loss or damage arises, constitutes or is a part of, or is committed or happens whether directly or indirectly by reason of, or in connection with, war, invasion, act of foreign enemy, hostilities or warlike operations, (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
- (e) Loss or damage directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

**CONDITIONS**

1. This extension does not cover any loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this extension not been effected.
2. Any item of this Policy which is already subject to any condition or conditions of average for fire or other hazards insured by this Policy shall be subject to the same condition or conditions of average for the purpose of this extension.
3. The Assured shall, at the request and expense of the Underwriters, take all steps that may be necessary to protect the interests of Underwriters.
4. There shall be no cancelling of this extension and no return of premium shall be paid in respect thereof for short interest.

The above Extension is applicable to Property as defined in the NMA 2626

13/9/62  
NMA1387 (Amended as above)

## Section 1 Bankers Blanket Bond:

### **SAFE DEPOSIT BOX COVERAGE** (Bankers' Legal Liability)

- A. IN CONSIDERATION OF the premium detailed in the policy schedule the Underwriters hereby agree to pay and make good to BGFI RDC SARL (hereinafter called "the Assured"), to the extent of their legal liability, up to the sum of USD 250,000 but sub-limited to USD 50,000 per box for all claims, damages and demands, including any costs and expenses incurred in connection therewith arising from all such losses which are during the period detailed in the policy schedule, sustained or discovered to have been sustained by reason of damage, destruction or loss by any cause, theft or disappearance of any securities, bonds, certificates, bills of exchange, bank notes, specie, jewellery or any other property or articles of intrinsic value, the property of customers and/or depositors or property entrusted by others to such customers, contained in safe deposit boxes lodged in the safe deposit vaults of the Assured's Premises as defined in the Bankers Blanket Bond Wording of which this insurance forms a part including boxes leased to customers or not leased, and while such property or articles or boxes are in the said Premises but temporarily outside the Safe Deposit Vaults.
- B. THE UNDERWRITERS further agree to extend the coverage provided under A above to include damage to the premises and all furnishings, fixtures, fittings, equipment, safes and vaults therein caused by burglary or robbery or attempt thereof or by vandalism or malicious mischief, provided the Assured is the owner thereof or is legally liable for such damage.
- C. THE UNDERWRITERS shall, at their own expense, investigate all claims and at the request of the Assured defend in the Assured's name and behalf any suits or other proceedings which may be brought against the Assured to enforce such claims and such expenses shall be included in the amount of this Insurance.
- D. THIS INSURANCE is intended to cover in respect of loss of property of every kind, nature and description as aforesaid, occurring either before or during the period of this Insurance (subject always to the limitations of Condition 4 hereinafter) and for which the Assured is legally liable.
- E. THE ASSURED'S OWN PROPERTY is expressly excluded from this Insurance except as covered under B above, but it is understood and agreed that this Insurance covers the interest of the Assured and/or its customers and/or others owning or interested in the above-mentioned articles and property and any loss or losses relating thereto shall be paid to the Assured irrespective of the ownership thereof.
- F. THE TOTAL LIABILITY of the Underwriters in respect of any claim arising from any loss or losses.
- a. caused by acts or omissions of any one person or acts or omissions in which such person is concerned or implicated, or
- b. in any one casualty or event,
- is limited to the amount of this Insurance irrespective of the total amount of such loss.
- G. IN CASE OF RECOVERY the Assured shall be entitled thereto until fully reimbursed, the excess (if any) to be paid to the Underwriters, except that the Underwriters shall be reimbursed from such recovery for actual expenses (if any) incurred by them in obtaining recovery.

### **EXCLUSIONS**

1. This Insurance does not cover loss by reason of any dishonest or fraudulent act of any of the Assured's Employees, as defined in the Bankers Blanket Bond Wording of which this insurance forms part, while employed by the Assured wherever committed and whether committed directly or in collusion with others including loss of property through any such act of any of the Assured's Employees.
2. This Insurance does not cover any loss or damage to the property specified or any part thereof or any liability therefor, which at the time of the happening of such loss or damage is insured by or would but for the existence of this Insurance be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected.

### **CONDITIONS**

1. In case of claim arising hereunder the Assured shall give notice thereof to the Underwriters, together with all available information in writing as soon as practicable after it has come to the knowledge of the Assured.
- It is agreed that notice addressed to Reinsurers shall be sufficient to comply with the terms of this Condition.
2. The Underwriters shall, for so long as they desire, conduct and control all proceedings in respect to any claim for loss which the Underwriters have paid or made good under this Insurance and may use the name of the Assured to enforce for the benefit of the Underwriters any order made for costs or otherwise, or to make or defend any claim for indemnity for damages against any third party or for any other purpose connected with this Insurance.
3. Warranted free of all claims in respect of losses not discovered within the period detailed in the policy schedule for losses sustained prior to the Retroactive date stated in the policy schedule.
4. If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claim hereunder shall be forfeited; but no statement made by or on behalf of the Assured, whether contained in the application or otherwise, shall be deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

5. Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the Limit of Liability stated herein shall be a part of and not in addition to the overall aggregate policy limit as detailed in the policy schedule.
6. It is hereby understood and agreed that this Safe Deposit Box Coverage is subject to an excess of USD 50,000 each and every loss.

N.M.A 1901 (amended)

**Section 1 Bankers Blanket Bond:**

**TESTED TELEX ENDORSEMENT**

It is hereby understood and agreed that with effect from inception, the policy to which this Endorsement is attached is hereby amended by inserting immediately below Section (b) of Insuring Clause 4 (Forged Cheques) the following:-

- (c) Having transferred, paid or delivered any funds or property or established any credit or given any value on the faith of any telegram, cablegram, tested telex, tested facsimile or other similar tested instructions directed to the Insured authorising or acknowledging the transfer, payment, delivery or receipt of funds or property which instructions purport to have been sent by a customer of the Insured or by a banking institution but which instructions were sent by a person other than the said customer or banking institution purporting to send such instructions (which purported instructions shall be deemed to bear a forged signature) or have been altered without the knowledge and consent of such customer or banking institution.

All other terms, clauses and conditions remain unaltered.

**Section 1 Bankers Blanket Bond:**

**CASH LETTER ENDORSEMENT**

Underwriters agree to pay to the Insured all such losses sustained, subject to the limits and conditions of the policy by reason of:-

- A. any item or items enclosed with a Cash Letter being lost from any cause whatsoever while in transit during the course of collection, presentation or payment between any office of the Insured and any other place. In the event any bank on which an item is drawn returns such item to the Insured, such item shall be deemed to be in transit until the item is received by the Insured.
- B. telephone expenses, wages paid to extra Employees or overtime wages to regular Employees, incurred by the Insured in identifying the depositors of lost items and/or in assisting depositors in obtaining duplicates thereof.

It is a condition of this Insuring Clause that the Insured shall make and retain a photographic record of the front (face) of each item bearing not more than one endorsement and of front (face) and back of each item bearing more than one endorsement. The Insured shall be deemed to have complied with this condition in the event that no photographic record is available owing to mechanical failure of the photographic equipment used in making such photograph, damage to or destruction of the film from any cause, failure of the film to reveal a readable picture of such item or because of error or omission on the part of any Employee of the Insured.

**Special Definition**

The term "Cash Letter" as used in this Policy shall be deemed to mean any letter dispatched by the Assured or any correspondent bank or any Federal Reserve Bank or branch thereof, itemizing by separate amounts all cheques, promissory notes, drafts, or any other non-negotiable item, enclosed therewith, which shall have been accepted by the Assured for deposit, payment or collection.

**Section 1 Bankers Blanket Bond:**

It is hereby noted and agreed that:

Insuring Clause 6 Counterfeit Currency is extended to include all currencies and coins, Worldwide.

**Section 1 Bankers Blanket Bond:**

Insuring Clause 8 of the DHP 84

**LOSS OF SUBSCRIPTION**

By reason of any loss of subscription, conversion, redemption or deposit privileges through the misplacement or loss of Property:-

(a) in or upon any premises wherever situated

and

(b) while in transit anywhere in the custody of any person or persons acting as messenger, except whilst in the mail or with a carrier for hire, other than an armoured motor vehicle company, for the purpose of transportation, and that the amount of such loss shall be the value of the said privileges immediately preceding the expiration thereof or, in the event of difference, as ascertained by arbitration or agreement.

**Section 1 Bankers Blanket Bond:**

**RE-ISSUE CLAUSE**

In the case of loss of or damage to the insured **Property** resulting from any accident, fire, water damage or other cause covered hereunder, the Underwriters' liabilities shall be limited to the expenses and/or charges incurred by the Insured in reprinting and obtaining the re-issue of the lost or damaged **Property**.

Notwithstanding the foregoing, should such **Property** previously considered to be totally destroyed, or irretrievably lost be subsequently presented by third parties and ultimately be so honoured by the issuer, then the Underwriters hereon will indemnify the Insured for the full value of the said **Property** as honoured by the issuer.

Notwithstanding the above, in the event that any **Property** is lost or damaged as a result of any accident, fire, water damage or other cause covered hereunder, and reprinting and obtaining the re-issue of the **Property** is not possible, Underwriters hereon will indemnify the Insured for the full value of the **Property**.

## Section 1 Bankers Blanket Bond:

### ERRONEOUS FUND TRANSFER CLAUSE

To indemnify the **Assured** for any direct financial loss (including loss of, damage to or theft of Property) resulting from the **Fraudulent Retention** by a third party recipient of Property misdirected or erroneously transferred by the **Assured** or by a **Financial Organisation** acting upon instructions from the **Assured**, and/or from another **Financial Organisation**, and/or from a Customer (and/or a Customer's agent or authorised representative) as a direct result of the accidental, unintentional transfer of Property to a third party recipient account other than the account actually intended to receive it, or the inadvertent transfer of a greater amount of Property to a third party than was actually intended.

It is a condition precedent to coverage under this Insuring Clause that the **Assured** exhaust every reasonable course of action to secure recovery of such Property.

**Fraudulent Retention** means the wrongful retention of Property to which the third party recipient had no legal or contractual right. **Fraudulent Retention** shall also include the inability to recover Property erroneously transferred into an account at a **Financial Organisation**, despite all reasonable efforts to secure such recovery, solely because:

- (a) the owner of such account is unknown or unavailable;
- (b) such account is frozen or seized or becomes involved in a bankruptcy or similar proceeding;
- (c) such Valuable Property has been misappropriated or misapplied by another following receipt thereof;
- (d) such **Financial Organisation** is not able, or is not permitted, by regulatory action, process of law or financial impairment to return such Property.

**Cover is sub-limited to USD 250,000 each and every loss and in the annual aggregate in excess of USD 100,000 each and every loss.**

All other terms and conditions remain unchanged.

## SECTION 2

### LLOYD'S ELECTRONIC AND COMPUTER CRIME POLICY (WORLDWIDE 1998 FORM)

**WHEREAS** the Assured named in the Schedule has made to the Underwriters (as defined below) a written Proposal, bearing the date specified in the Schedule, which is hereby agreed to be the basis of the contract and to be considered as incorporated herein, and has paid or promised to pay to the Underwriters the premium specified in the Schedule.

**WE, UNDERWRITING MEMBERS** of the syndicates whose definitive numbers and proportions are shown in the Table attached hereto (hereinafter referred to as "the Underwriters"), hereby agree, in consideration of the payment to Us by or on behalf of the Assured of the premium specified in the Schedule, to make good to the Assured such direct financial loss sustained by the Assured subsequent to the Retroactive Date and first discovered by the Assured during the Policy Period stated in the Schedule, up to an amount not exceeding the Aggregate Limit of Indemnity stated in the Schedule, to the extent and in the manner provided in this Policy.

The Assured is requested to read this Policy and, if it is incorrect, return it immediately for correction.  
The attention of the Assured is particularly drawn to each of the Insuring Clauses, Definitions, Exclusions and General Conditions of this Insurance.

In all communications the Policy Number appearing in Item 1 of the Schedule should be quoted.

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## SCHEDULE

- ITEM 1. Policy No:** B0600V22
- ITEM 2. Name of Assured:** BGFI Bank RDC S.A., including all Subsidiaries, Offices and Branches  
**Principal Address:** 128 Boulevard du 30 Juin, Kinshasa Gombe, Democratic Republic of Congo
- ITEM 3. Policy Period:** From: 25<sup>th</sup> July 2022  
 To: 24<sup>th</sup> July 2023  
 Both days inclusive Local Standard Time at the Principal Address Stated above.
- ITEM 4. Retroactive Date:**  
 Retroactive date: 25<sup>th</sup> July 2017
- ITEM 5. Premium:** As mentioned above
- ITEM 6. Proposal Form dated:**  
 The Proposal Form together with any correspondence relative thereto signed by or on behalf of the Assured shall be the basis of the Insurance.
- ITEM 7. Policy Limits:**  
**Aggregate Limit of Indemnity:**  
 The Limit of Indemnity under the Policy subject to General Condition 8, shall be USD XXXX in the aggregate for the Policy Period, PROVIDED, however, that if lesser amounts are inserted against the several Insuring Clauses shown below, the Underwriters' liability in respect of Loss or Losses falling within such Insuring Clauses is limited to such lesser amounts which are also in the aggregate (herein referred to as the "Sub-Limits") which are considered as part of and not in addition to the above-mentioned Aggregate Limit of Indemnity.  
 Sub-Limits Applicable to the Aggregate Limit of Indemnity stated above
- |                          |   |                           |
|--------------------------|---|---------------------------|
| <b>Insuring Clause 1</b> | Computer Systems                            | USD XXXX in the aggregate |
| <b>Insuring Clause 2</b> | Electronic Computer Programs                | USD XXXX in the aggregate |
| <b>Insuring Clause 3</b> | Electronic Data and Media                   | USD XXXX in the aggregate |
| <b>Insuring Clause 4</b> | Computer Virus                              | USD XXXX in the aggregate |
| <b>Insuring Clause 5</b> | Electronic and Telefacsimile Communications | USD XXXX in the aggregate |
| <b>Insuring Clause 6</b> | Electronic Transmissions                    | USD XXXX in the aggregate |
| <b>Insuring Clause 7</b> | Electronic Securities                       | USD XXXX in the aggregate |
| <b>Insuring Clause 8</b> | Voice Initiated Instructions                | USD XXXX in the aggregate |
- If "not covered" is inserted opposite any specified Insuring Clause, such Insuring Clause and any reference thereto in this Policy shall be deemed to be deleted therefrom.
- ITEM 8. Deductible:**  
 The amount of the deductible under this Policy for each and every Loss, subject to General Condition 16, is as follows:  
 USD XXXX each and every loss

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- Dated:**

## **I. INSURING CLAUSES**

### **INSURING CLAUSE 1**

#### **COMPUTER SYSTEMS**

By reason of the Assured having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value as the direct result of

- (a) the fraudulent input of Electronic Data directly into:
  - (i) the Assured's Computer System, or
  - (ii) a Service Bureau's Computer System, or
  - (iii) any Electronic Funds Transfer System, or
  - (iv) a Customer Communication System; or
- (b) the fraudulent modification or the fraudulent destruction of Electronic Data stored within or being run within any of the above systems or during Electronic Transmission to the Assured's Computer System or a Service Bureau's Computer System; or
- (c) the fraudulent input of Electronic Data through a Telephone Banking System directly into the Assured's Computer System

which fraudulent acts were instructed by or committed by a person who intended to cause the Assured to sustain a loss or to obtain financial gain for himself or any other person.

### **INSURING CLAUSE 2**

#### **ELECTRONIC COMPUTER PROGRAMS**

By reason of the Assured having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value as the direct result of the fraudulent preparation or the fraudulent modification of Electronic Computer Programs which fraudulent acts were instructed by or committed by a person who intended to cause the Assured to sustain a loss or to obtain financial gain for himself or any other person.

### **INSURING CLAUSE 3**

#### **ELECTRONIC DATA AND MEDIA**

By reason of

- (a) malicious alteration or destruction or attempt thereof of Electronic Data by any person while the Electronic Data are stored within the Assured's Computer System or a Service Bureau's Computer System or while recorded upon Electronic Data Processing Media within the offices or premises of the Assured or in the custody of a person designated by the Assured to act as its messenger (or a person acting as messenger or custodian during an emergency arising from the incapacity of such designated messenger) while the Electronic Data Processing Media upon which such Electronic Data are recorded is in transit anywhere, such transit to begin immediately upon receipt of such Electronic Data Processing Media by said messenger and to end immediately upon delivery to the designated recipient or its agent, provided that the Assured is the owner of such Electronic Data or Electronic Data Processing Media or is legally liable for such loss or damage;
- (b) Electronic Data Processing Media being lost, damaged or destroyed as the direct result of robbery, burglary, larceny, theft, misplacement, mysterious unexplainable disappearance or malicious act while the Electronic Data Processing Media is lodged or deposited within offices or premises located anywhere, or in the custody of a person designated by the Assured to act as its messenger (or a person acting as a messenger or custodian during an emergency arising from the incapacity of such designated messenger) while the Electronic Data Processing Media is in transit anywhere, such transit to begin immediately upon receipt of such Electronic Data Processing Media by said messenger and to end immediately upon delivery to the designated recipient or its agent, provided that the Assured is the owner of such Electronic Data Processing Media or is legally liable for such loss or damage; and
- (c) malicious alteration or destruction of Electronic Computer Programs while stored within the Assured's Computer System, provided that the Assured is the owner of such Electronic Computer Programs or is legally liable for such loss or damage.

## **INSURING CLAUSE 4**

### **COMPUTER VIRUS**

By reason of

- (a) the Assured having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value as the direct result of the destruction or attempt thereof of the Assured's Electronic Data due to a Computer Virus caused by any person while such Electronic Data are stored within the Assured's Computer System or a Service Bureau's Computer System; and
- (b) the destruction or attempt thereof of the Assured's Electronic Data as the result of a Computer Virus caused by any person while such Electronic Data are stored within the Assured's Computer System or a Service Bureau's Computer System.

## **INSURING CLAUSE 5**

### **ELECTRONIC AND TELEFACSIMILE COMMUNICATIONS**

By reason of the Assured having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value on the faith of any electronic communications directed to the Assured authorising or acknowledging the transfer, payment, delivery or receipt of funds or property which communications were transmitted or appear to have been transmitted

- (a) through an Electronic Communication System, or
- (b) by Telefacsimile, telex, TWX or similar means of communication

directly into the Assured's Computer System or to the Assured's Communications Terminal and fraudulently purport to have been sent by a customer, Automated Clearing House, an office of the Assured, or another financial institution but which communications were either not sent by said customer, Automated Clearing House, an office of the Assured, or another financial institution or were fraudulently modified during physical transit of Electronic Data Processing Media to the Assured or during Electronic Transmission to the Assured's Computer System or to the Assured's Communications Terminal.

### **SPECIAL CONDITION**

All Telefacsimile, telex, TWX or similar means of communication referred to in paragraph (2) above must be Tested or subject to a call-back to an authorised person other than the individual initiating the transfer request and any such Telefacsimile must also bear a Forged Signature or Fraudulent Alteration.

## **INSURING CLAUSE 6**

### **ELECTRONIC TRANSMISSIONS**

By reason of a customer of the Assured, an Automated Clearing House or another financial institution having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value

- (a) on the faith of any electronic communications purporting to have been directed by the Assured to its customer, an Automated Clearing House or a financial institution authorising or acknowledging the transfer, payment, delivery or receipt of funds or property which communications were transmitted or appear to have been transmitted through an Electronic Communication System, or by Tested Telefacsimile, Tested telex, Tested TWX or similar means of Tested communications directly into a Computer System or a Communications Terminal of said customer, Automated Clearing House or financial institution and fraudulently purport to have been sent by the Assured or were the direct result of the fraudulent modification of Electronic Data during physical transit of Electronic Data Processing Media from the Assured or during Electronic Transmission from the Assured's Computer System or the Assured's Communications Terminal; or
- (b) as the direct result of the fraudulent input, the fraudulent modification or the fraudulent destruction of Electronic Data stored within or being run within the Assured's Computer System or during Electronic Transmission from the Assured's Computer System into the customer's Computer System while the Assured is acting as a Service Bureau for the said customer; and

for which loss the Assured is legally liable to the customer, the Automated Clearing House or the financial institution.

## **INSURING CLAUSE 7**

### **ELECTRONIC SECURITIES**

By reason of a Central Depository having transferred, paid or delivered any funds or property or debited any account of the

Assured on the faith of any electronic communications purporting to have been directed by the Assured to the Central Depository authorising the transfer, payment or delivery of said funds or property or the debiting of the Assured's account in connection with the purchase, sale, transfer or pledge of an Electronic Security which communications were transmitted or appear to have been transmitted

- (a) through an Electronic Communication System, or
- (b) by Tested Telefacsimile, Tested Telex, Tested TWX or similar means of Tested communication

directly into a Computer System or a Communications Terminal of said Central Depository and fraudulently purport to have been sent by the Assured to the Central Depository but which communications were either not sent by the Assured to the Central Depository or were fraudulently modified during physical transit of Electronic Data Processing Media from the Assured or during Electronic Transmission from the Assured's Computer System or the Assured's Communications Terminal to the Central Depository and for which loss the Assured is legally liable to the Central Depository.

## **INSURING CLAUSE 8**

### **VOICE INITIATED INSTRUCTIONS**

By reason of

- (a) the Assured having transferred any funds or delivered any property on the faith of any voice initiated instructions directed to the Assured authorising the transfer of funds or delivery of any property in a Customer's account to other banks for the credit to persons allegedly designated by the Customer and which instructions were made over the telephone to those employees of the Assured specifically authorised to receive said instructions at the Assured's offices and fraudulently purport to have been made by a person authorised and appointed by a Customer to request by telephone the transfer of such funds or delivery of such property but which instructions were not made by said Customer or by any officer, director, partner or employee of said Customer or were fraudulently made by an officer, director, partner or employee of said Customer whose duty, responsibility or authority did not permit him to make, initiate, authorise, validate or authenticate Customer voice initiated instructions, which fraudulent acts were committed by said person who intended to cause the Assured or the Customer to sustain a loss or to obtain financial gain for himself or any other person;
- (b) the Assured having transferred any funds or delivered any property on the faith of any voice initiated instructions purportedly communicated between the Assured's offices authorising the transfer of funds or delivery of any property in a customer's account between the Assured's offices for the credit to persons allegedly designated by the Customer and which instructions were purportedly made over the telephone between the Assured's offices to those employees of the Assured specifically authorised to receive said inter-office instructions by telephone, and fraudulently purport to have been made by an employee of the Assured authorised to request by telephone such transfer of funds or delivery of property but which fraudulent acts were committed by a person, other than an employee of the Assured, who intended to cause the Assured or the Customer to sustain a loss or to obtain financial gain for himself or any other person.

## **SPECIAL DEFINITION**

"Customer" as used in this Insuring Clause means any corporate, partnership or trust customer or similar business entity which has a written agreement with the Assured for customer voice initiated funds transfers, which agreement shall be in the form of a corporate resolution containing a list of individuals authorised to initiate and authenticate voice initiated funds transfers, which list must specify the telephone numbers as well as monetary limits for all initiators/authenticators. Such written agreement shall also outline the terms and conditions under which the service is provided including a limitation of liability accepted by the Assured.

## **SPECIAL CONDITION**

All voice initiated instructions purportedly received from a customer for the transfer of funds or property must be Tested or subject to a call-back to an authorised person other than the individual initiating the transfer request.

## II. DEFINITIONS

1. "Assured" means the Assured first named in the Schedule and any wholly owned companies engaged in banking that are named in the Proposal Form and Schedule. It does not mean or include any
  - (a) non-wholly owned banking subsidiary company, or
  - (b) non-banking subsidiary company,
 unless such subsidiary company is named in the Proposal Form and Schedule with its principal business activity and the first named Assured's shareholding interest so indicated.
2. "Assured's Computer System" means those Computer Systems operated by the Assured and which are either owned by or leased to the Assured or are declared in the Proposal Form.
3. "Automated Clearing House" means any corporation or association which operates an electronic clearing and transfer mechanism for the transfer of preauthorised recurring debits and credits between financial institutions on behalf of the financial institutions' customers.
4. "Central Depository" means any clearing corporation, including any Federal Reserve Bank of the United States, where as the direct result of an electronic clearing and transfer mechanism entries are made on the books reducing the account of the transferor, pledgor or pledgee and increasing the account of the transferee, pledgee or pledgor by the amount of the obligation or the number of shares or rights transferred, pledged or released, which clearing corporation is declared in the Proposal Form.
5. "Communications Terminal" means any teletype, teleprinter, video display terminal, or telefacsimile machine or similar device capable of sending and/or receiving information electronically, whether or not equipped with a keyboard or mouse.
6. "Computer System" means a computer suitable for multi-use applications that is capable of directing hardware, software and data resources according to Electronic Computer Programs formulated and introduced to the computer's operating system by the user. All input, output, processing, storage and communication facilities including related communication or open systems networks which are physically connected to such a device, as well as the device's off-line media libraries, are deemed to be part of said computer system. It does not include those computers suitable solely for single use applications.
7. "Computer Virus" means a set of unauthorised instructions, programmatic or otherwise, that propagate themselves through the Assured's Computer System and/or networks which instructions were maliciously introduced by a person other than by an identifiable employee.
8. "Customer Communication System" means those communications systems as declared in the Proposal Form which provide customers of the Assured with direct access to the Assured's Computer System.
9. "Electronic Communication System" means electronic communication operations by Fedwire, Clearing House Interbank Payment System (CHIPS), Society for Worldwide Interbank Financial Telecommunication (SWIFT), Clearing House Automated Payment System (CHAPS), the funds transfer system for the transfer of preauthorised recurring debits and credits of an Automated Clearing House Association which is a member of the National Automated Clearing House Association and similar automated communication systems as declared in the Proposal Form.
10. "Electronic Computer Programs" means computer programs, i.e., facts or statements converted to a form usable in a Computer System to act upon Electronic Data.
11. "Electronic Data" means facts or information converted to a form usable in a Computer System and which is stored on Electronic Data Processing Media for use by computer programs.
12. "Electronic Data Processing Media" means tapes or discs or other bulk media, whether magnetic or optical, on which Electronic Data are recorded.
13. "Electronic Funds Transfer Systems" means those systems which operate automated teller machines or point of sale terminals and include any shared networks or facilities for said system in which the Assured participates.
14. "Electronic Security" means a share, participation or other interest in property of or an enterprise of the issuer or an obligation of the issuer which
  - (a) is a type commonly dealt in upon securities exchanges or markets; and
  - (b) is either one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or



obligations; and

- (c) (i) is not represented by an instrument, or
- (ii) is part of a master or global certificate; or
- (iii) represents a paper certificate that has been surrendered by a financial institution and which paper certificate has been combined into a master depository note and the paper certificates are immobilised

and such security is shown as an electronic entry on the account of the transferor, pledgor or pledgee on the books of a Central Depository.

15. "Electronic Transmission" means the transmission of Electronic Data through data communication lines including by satellite links, radio frequency, infrared links or similar means used for the transmission of Electronic Data.
16. "Evidences of Debt" means instruments executed by a customer of the Assured and held by the Assured which in the regular course of business are treated as evidencing the customer's debt to the Assured including records of charges and accounts receivable.
17. "Forged Signature" means the handwritten signing of the name of another genuine person or a copy of said person's signature without authority and with intent to deceive; it does not include the signing in whole or in part of one's own name, with or without authority, in any capacity, for any purpose.
18. "Fraudulent Alteration" means the material alteration to a Telefacsimile for a fraudulent purpose by a person other than the person who signed and prepared the instrument.
19. "Service Bureau" means a natural person, partnership or corporation authorised by written agreement to perform data processing services using Computer Systems.
20. "Service Bureau's Computer System" means those Computer Systems operated by a Service Bureau and which are either owned by or leased to a Service Bureau.
21. "Telefacsimile" means a system for transmitting written documents by means of electronic signals over telephone lines to equipment maintained by the Assured within a specially secured area for the purpose of reproducing a copy of said document.
22. "Telephone Banking System" means a telephone banking communications system as declared in the proposal form which provides customers of the Assured with direct access to the Assured's Computer System via an automated touch tone telephone service and which requires the use of a Tested code in order to effect any banking transactions but does not mean a private branch exchange, voice mail processor, automated call attendant or a computer system with a similar capacity used for the direction or routing of telephone calls in a voice communications network.
23. "Tested" means a method of authenticating the contents of a communication by affixing thereto a valid test key which has been exchanged between the Assured and a customer, Automated Clearing House, Central Depository, another financial institution or between the offices of the Assured for the purpose of protecting the integrity of the communication in the ordinary course of business.

**WHENEVER ANY OF THE ABOVE TERMS 1 TO 23 INCLUSIVE APPEAR IN THIS POLICY, THE WORDS "AS DEFINED" SHALL BE DEEMED TO BE INCORPORATED IN THE TEXT IMMEDIATELY FOLLOWING EACH OF THE SAID TERMS.**

### III. EXCLUSIONS

This Policy does not cover:

1. Loss resulting from any of the perils covered by the Assured's Financial Institution Bond.
2. Loss caused by an identifiable director or employee of the Assured or by a person or persons in collusion with said director or employee of the Assured.

Prior knowledge by any employee that a fraudulent act by a person or persons, not in the employ of the Assured, has been or will be perpetrated, shall for the intent and purpose of this Policy be deemed to be collusion should said employee willfully or deliberately withhold this knowledge from the Assured. The withholding of knowledge from the Assured by an employee because of a threat to do bodily harm to any person or to do damage to the premises or property of the Assured shall not be deemed to be or to constitute collusion.



3. Loss of potential income, including but not limited to interest and dividends.
4. Indirect or consequential loss of any nature.
5. Liability assumed by the Assured by agreement under any contract unless such liability would have attached to the Assured even in the absence of such agreement.
6. All fees, costs and expenses incurred by the Assured
  - (a) in establishing the existence of or amount of loss covered under this Policy; or
  - (b) as a party to any legal proceeding except as provided by General Condition 6.
7. Any loss or damage which arises directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawfully constituted Authority. IN ANY CLAIM, and in any action, suit or other proceeding to enforce a claim under this Policy for loss or damage, the BURDEN OF PROVING that such loss or damage does not fall within this Exclusion shall be upon the Assured.
8. Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
9. Loss as a result of a threat
  - (a) to do bodily harm to any person, except loss of Electronic Data Processing Media or Electronic Data in transit in the custody of any person acting as messenger provided that when such transit was initiated there was no knowledge by the Assured of any such threat, or
  - (b) to do damage to the premises or property of the Assured.
10. Loss of Electronic Data Processing Media or Electronic Data while in the mail or with a carrier for hire other than an armoured motor vehicle company.
11. Loss of Electronic Data, Electronic Data Processing Media or Electronic Computer Programs except as valued under General Condition 11.
12. Loss resulting directly or indirectly from
  - (a) written instructions or advices, or
  - (b) telegraphic or cable instructions or advices, or
  - (c) instructions or advices by voice over telephone, unless such instructions are covered under Insuring Clause 8, or
  - (d) Telefacsimile instructions or advices unless said Telefacsimile instructions or advices are covered under Insuring Clauses 5, 6 or 7.
13. Loss resulting directly or indirectly from forged, altered or fraudulent negotiable instruments, securities, documents or written instruments used as source documentation in the preparation of Electronic Data or manually keyed in a data terminal.
14. Loss of negotiable instruments, securities, documents or written instruments except as converted to Electronic Data and then only in that converted form.
15. Loss resulting directly or indirectly from the accessing of any confidential information including but not limited to trade secret information, computer programs or customer information.
16. Loss resulting from mechanical failure, faulty construction, error in design, latent defect, wear or tear, gradual deterioration,

electrical disturbance, Electronic Data Processing Media failure or breakdown or any malfunction or error in programming or errors or omissions in processing.

17. Loss resulting directly or indirectly from the fraudulent preparation, fraudulent modification, alteration or destruction of Electronic Computer Programs unless covered under Insuring Clauses 2, 3 or 4.
18. Loss by reason of the input of Electronic Data at an authorised electronic terminal of an Electronic Funds Transfer System or a Customer Communication system by a customer or other person who had authorised access to the customer's authentication mechanism.
19. Loss resulting from fraudulent features contained in Electronic Computer Programs developed for sale to or that are sold to multiple customers at the time of their acquisition from a vendor or consultant.
20. Loss resulting directly or indirectly from any Computer Virus unless covered under Insuring Clause 4.
21. Any loss
  - (a) sustained prior to the Retroactive Date or any loss involving any act, transaction, or event which occurred or commenced prior to the Retroactive Date, or
  - (b) discovered prior to the inception date of the Policy Period stated in the Schedule, or
  - (c) discovered subsequent to the termination of the Policy, or
  - (d) notified to a prior insurer.
22. Loss resulting directly or indirectly from a Telephone Banking System or from or arising out of the authorised or unauthorised use of a private branch exchange, voice mail processor, automated call attendant or a computer system with a similar capacity used for the direction or routing of telephone calls in a voice communications network or a cellular phone system, unless covered under Insuring Clause 1(c).

## **IV. GENERAL CONDITIONS**

### **1. COMPANION POLICY**

The Lloyd's Electronic and Computer Crime Policy is designed to be a companion policy to the Assured's Financial Institution Bond and is intended to provide coverage for computer related crime as defined in the Insuring Clauses which is not covered under the Assured's Financial Institution Bond. Since certain Underwriters who are underwriting the Lloyd's Electronic and Computer Crime Policy may also be underwriting the Assured's Financial Institution Bond by either primary insurance, excess insurance or other contributing insurance or reinsurance and since it is their intention not to increase or double up their coverage to the Assured it is agreed that this Policy will not be deemed to be excess or co-insuring coverage.

### **2. NOMINEES**

Loss sustained by any nominee organised by the Assured for the purpose of handling certain of its business transactions and composed exclusively of its officers, clerks or other employees shall, for all the purposes of this Policy, be deemed to be loss sustained by the Assured.

### **3. ADDITIONAL OFFICES, CONSOLIDATION, MERGER OR PURCHASE BY THE ASSURED OF ANOTHER BUSINESS**

If the Assured shall, during the Policy Period, establish any new branch offices, or add to the Assured's computer system, other than by merger or consolidation with, or purchase or other acquisition of the assets of another business, such branch offices or addition to the Assured's computer system shall be automatically covered hereunder from the dates of their establishment, without the requirement of notice to the Underwriters or the payment of additional premium for the remainder of the Policy Period.

In the event that the Assured shall during the Policy Period merge or consolidate with, or purchase, or otherwise acquire, the assets of another business, this Policy shall not afford any coverage of any kind for loss which either:

- (a) has occurred or may subsequently occur in any offices or premises; or
- (b) has arisen or may arise out of the assets or liabilities or other exposures

acquired by the Assured, as the result of such merger, consolidation, purchase or acquisition unless the Assured shall:

- (i) give written notice to the Underwriters, prior to the effective date, of such merger, consolidation, purchase or acquisition, and
- (ii) promptly provide the Underwriters with all such further information as the Underwriters may require, and
- (iii) obtain the written consent of the Underwriters to extend the coverage provided by this Policy in respect of such merger, consolidation, purchase or acquisition, and
- (iv) give written notice to the Underwriters of its agreement to the terms and conditions of coverage which are required by the Underwriters consequent upon such merger, consolidation, purchase or acquisition, and
- (v) pay to the Underwriters any additional premium.

Failure to give notice to the Underwriters in accordance with paragraph (i) above or failure of the Assured to notify the Underwriters of its agreement in accordance with paragraph (iv) above shall be an election by the Assured not to continue coverage.

Notification to the Underwriters, as herein required, shall not have been accomplished unless provided by the Assured in writing and acknowledged in writing by the Underwriters.

### **4. CHANGE OF CONTROL OF THE ASSURED**

- (a) Liquidation, Etc.

In the event of the liquidation of the Assured, either voluntary or compulsory, or the appointment of a Receiver or Manager, or the entering into of any Scheme of Arrangement or composition with creditors, or the control of the Assured being taken over by any Government or by officials appointed by any Government or Governmental Authority or Agency, then this Policy shall immediately cease to afford any coverage of any kind for loss subsequently discovered and notified to the Underwriters.

In the event of the liquidation, etc., as aforesaid, of any subsidiary of the Assured named in the Proposal Form and

the Schedule, then this Policy shall immediately cease to afford any coverage of any kind for loss subsequently discovered and notified to the Underwriters which arose in any manner from such subsidiary.

**(b) Change of Assets or Share Ownership**

The Assured shall immediately advise the Underwriters of any consolidation or merger with another business entity or any purchase, assignment, transfer, pledge or sale of assets or shares occasioning any change in ownership or control. As used in this General Condition, control means the power to determine the management or policy of a controlling holding company of the Assured by virtue of voting share ownership. A change in ownership of voting shares which results in direct or indirect ownership by a shareholder or an affiliated group of shareholders of ten percent (10%) or more of such shares shall be presumed to result in a change of control for the purposes of the required notice.

As a condition to continuation of this Policy, the Assured shall:

- (i) give written notice to the Underwriters within thirty (30) days of the event, and
- (ii) promptly provide the Underwriters with all such further information as the Underwriters may require, and
- (iii) obtain the written consent of the Underwriters to continue some or all of the coverage provided by this policy, and
- (iv) give written notice within ten (10) days to the Underwriters of its agreement to the terms and conditions which are required by the Underwriters consequent upon such change, and
- (v) pay to the Underwriters any additional premium.

Failure to give notice to the Underwriters in accordance with paragraph (b)(i) above or failure of the Assured to notify the Underwriters of its agreement in accordance with paragraph (b)(iv) above shall be an election by the Assured not to continue coverage.

Notification to the Underwriters, as herein required, shall not have been accomplished unless provided by the Assured in writing and acknowledged in writing by the Underwriters.

**5. JOINT ASSURED**

- (a) If two or more Assureds are covered under this Policy, the first named Assured shall act for all Assureds. Payment by Underwriters to the first named Assured of loss sustained by any Assured shall fully release Underwriters on account of such loss. If the first named Assured ceases to be covered under this Policy, the Assured next named shall thereafter be considered as the first named Assured.
- (b) Knowledge possessed or discovery made by any Assured shall constitute knowledge or discovery by all Assureds for all purposes of this Policy.
- (c) The liability of Underwriters for a loss or losses sustained by all Assureds shall not exceed the amount for which Underwriters would have been liable had all such loss or losses been sustained by one Assured.
- (d) Underwriters shall not be liable for loss sustained by one Assured to the advantage of any other Assured.
- (e) It is agreed that the Insurance granted herein shall be for the exclusive benefit only of the first named Assured herein, and that in no event shall anyone other than said Assured have any right of action under this Policy.

**6. LEGAL FEES AND LEGAL EXPENSES**

The Underwriters shall indemnify the Assured against reasonable legal fees and legal expenses incurred and paid by the Assured with the prior approval of the Underwriters in the defence of any suit or legal proceeding brought against the Assured, with respect to which the Assured establishes that the act or acts which have been committed, or the events which have occurred, would entitle the Assured to recover under this Policy. Legal fees and legal expenses paid by the Underwriters in defending any suit or legal processing shall be applied subject to General Condition No. 8 to the reduction of the Aggregate Limit of Indemnity and the Sub-Limit for the applicable Insuring Clause.

The Assured shall promptly give notice to the Underwriters of the institution of any suit or legal proceeding referred to above and at the request of the Underwriters shall furnish them with copies of all pleadings and other papers therein.

If multiple causes of action are alleged in any such suit or legal proceeding some of which causes of action, if established

against the Assured, would not constitute a collectible loss under this Policy, including without limitation claims for punitive, consequential or other non-compensatory damages then the Assured shall bear for its own expense the legal fees and legal expenses incurred in the defence of such alleged causes of action.

If the amount of the Assured's loss is greater than the amount recoverable under this Policy, or if a Deductible is applicable, or both, the liability of the Underwriters under the first paragraph of this General Condition is limited to the proportion of the legal fees and legal expenses incurred and paid by the Assured or by the Underwriters that the amount recoverable under this Policy bears to the total of such amount plus the amount which is not so recoverable. Such prorated amount shall be applied in reduction of the Aggregate Limit of Indemnity and the Sub-Limit for the applicable Insuring Clause. The Underwriters shall not be liable to indemnify the Assured for legal fees and legal expenses until after final judgement or settlement of any suit or legal proceeding.

The Underwriters are not obligated to conduct the defence of such suit or legal proceeding referred to in the first paragraph of this General Condition. At the Underwriters' election the Assured shall permit the Underwriters to conduct the defence of such suit or legal proceeding, in the Assured's name, through legal representatives of the Underwriters' selection. The Assured shall give all reasonable information and assistance that the Underwriters shall deem necessary to the defence of such suit or legal proceeding.

Legal fees and legal expenses paid by the Underwriters in defending any suit or legal proceeding shall be applied to the reduction of the Aggregate Limit of Indemnity and the Sub-Limit for the applicable Insuring Clause.

If having elected to defend the Underwriters pay legal fees and legal expenses in excess of their proportionate share of such fees and expenses the Assured shall promptly reimburse the Underwriters for such excess.

The Assured shall not unreasonably withhold consent to a settlement by the Underwriters of any suit or legal proceeding.

## **7. NOTIFICATION AND DISCOVERY OF LOSS**

As a condition precedent to its right to be indemnified under this Policy, the Assured shall, as soon as possible and in any event within thirty (30) days after discovery by the Assured of any loss hereunder, give written notice thereof to the Underwriters.

For the purposes of this Policy, discovery is deemed to occur at the time when the Assured first becomes aware of facts which would cause a reasonable person to believe that a loss of the kind covered by this Policy has been or will be incurred, regardless of when the acts, transactions or events causing or contributing to such loss occurred, and regardless of whether the Assured's knowledge is sufficient at such time to prove that such loss meets the terms and conditions of this Policy, and even though the amount or details of loss may not then be known.

Discovery is also deemed to occur when the Assured receives notice of an actual or potential claim in which it is alleged that the Assured is liable to a third party under circumstances which, if true, might constitute a loss of a type covered by this Policy, even though the amount or details of loss may not then be known.

All loss or losses discovered by the Assured which are attributable to the acts of omissions of one person, whether or not an Employee, or in which such person is concerned or implicated, shall be deemed to be one loss.

## **8. LIMIT OF INDEMNITY**

- (a) The total liability of the Underwriters for all loss or losses discovered during the Policy Period set forth in Item 3 of the Schedule of this Policy and including legal fees and legal expenses is limited to the Aggregate Limit of Indemnity stated in Item 7 of the Schedule of this Policy irrespective of the total amount of such loss or losses. The Sub-Limit of any applicable Insuring Clause is part of and not in addition to the Aggregate Limit of Indemnity and the total liability of the Underwriters for all losses, including legal fees and legal expenses, concerning any such Insuring Clause with a Sub-Limit is limited to the amount of the Sub-Limit, irrespective of the total amount of such loss or losses.

The Aggregate Limit of Indemnity shall be reduced by the amount of any payment made under this Policy. Upon exhaustion of the Aggregate Limit of Indemnity by such payments the Underwriters shall have no further liability:

- (i) to indemnify the Assured under any Insuring Clause(s) of this Policy for any loss or losses, and
- (ii) to indemnify the Assured for any legal fees and legal expenses, and
- (iii) to continue the defence of the Assured in the event that the Underwriters elect to conduct the defence of any suit or legal proceedings. Upon notice by the Underwriters to the Assured that the Aggregate Limit of Indemnity has been exhausted, the Assured shall assume all responsibility for its defence at its own cost.



- (b) In addition to the Aggregate Limit of Indemnity being reduced, the Sub-Limit of any applicable Insuring Clause(s) stated in Item 7 of the Schedule shall be reduced by the amount of any payment made in connection with said Insuring Clause(s). Upon exhaustion of the Sub-Limit applicable to said Insuring Clause(s) by such payments the Underwriters shall have no further liability:
- (i) to indemnify the Assured under said Insuring Clause(s) of this Policy for any loss or losses, and
  - (ii) to indemnify the Assured for any legal fees and legal expenses incurred in connection with said loss or losses or in connection with said Insuring Clause(s),
  - (iii) to continue the defence of the Assured in the event of the Underwriters' election to conduct the defence of any suit or legal proceeding in connection with said loss or losses. Upon such notice by the Underwriters to the Assured that the Sub-Limit has been exhausted, the Assured shall assume all responsibility for its defence at its own cost.

If by reason of payments made under this Policy the Aggregate Limit of Indemnity is reduced to an amount less than the amount stated for any Sub-Limit in Item 7 of the Schedule of this Policy, then the amount of any such Sub-Limit shall be reduced accordingly so that the total amount available under any Sub-Limit for any loss or losses, including legal fees and legal expenses, does not exceed the reduced amount remaining available under the Aggregate Limit of Indemnity.

The Aggregate Limit of Indemnity and any Sub-Limit shall not be reinstated in whole or in part by any recovery effected subsequent to any payment made under this Policy, unless such recovery is actually received by Underwriters during the period stated in Item 3 of the Schedule or within twelve (12) calendar months thereafter.

If a loss is covered under more than one Insuring Clause the maximum amount payable with respect to such loss shall not exceed the largest amount remaining available under any one applicable Insuring Clause.

- (c) **Lost Securities:** In the event that a loss of a security is settled through the use of a lost securities bond or indemnity agreement pursuant to General Condition 11(d), such loss, to the extent that during the Policy Period the Underwriters are not called upon to pay under said lost securities bond or indemnity agreement, shall not reduce the Aggregate Limit of Indemnity or any Sub-Limit remaining for the payment of any loss or losses. However, any payment by the Underwriters of such loss or under such lost securities bond or indemnity agreement shall be deemed to be a payment under this Policy.

The exhaustion or reduction of the Aggregate Limit of Indemnity or any Sub-Limit shall not affect the Underwriters' obligations in connection with any lost securities bond or indemnity agreement issued prior to the exhaustion or reduction of the Aggregate Limit of Indemnity or any applicable Sub-Limit.

## 9. PROOF OF LOSS

Within six months of discovery of loss, the Assured shall furnish affirmative proof of loss to the Underwriters, in writing, duly sworn to by the chief financial officer of the Assured together with full particulars. The onus of proof is upon the Assured in preparing its proof of loss with respect to a loss for which claim is made under any Insuring Clause to establish that such loss directly resulted from the insured peril and not from economic conditions or other contributing causes.

## 10. LEGAL PROCEEDINGS FOR RECOVERY OF LOSS

If the Underwriters, after completing their investigation, do not pay a loss for which the Assured believes the terms, conditions and other provisions of this Policy entitle it to recover hereunder, the Underwriters at the request of the Assured, shall submit to the jurisdiction of any court of competent jurisdiction of England and Wales.

Service of process in any such legal proceedings shall be made upon the person(s) named in the Schedule who are duly authorised to accept Service of Process on behalf of the Underwriters. In such legal proceedings instituted against any one of the Underwriters, the other Underwriters hereon shall abide by the final judgement of such Court or of any Appellate Court in the event of appeal.

Legal proceedings for recovery of loss hereunder shall not be brought until after three months from the Assured furnishing proof of loss, as stated in General Condition No. 9, nor after the expiration of two years from the discovery of such loss.

If the said two year limitation period is prohibited by any law controlling the construction of this Policy, such limitation shall be deemed to be amended so as to equal the minimum period of limitation permitted by such law.

## 11. BASIS OF VALUATION

- (a) **Computation**  
In determining the amount collectible under this Policy for any loss, all money received from any source whatsoever in connection with any matter from which a claimed loss has arisen, including payments and receipts of principal, interest, dividends, commissions and the like, whenever received, shall be deducted from the amount actually paid out, advanced, taken or otherwise lost. The value of all property received from any source whatsoever in connection with any matter from which a claimed loss has arisen, whenever received, shall likewise be deducted from the Assured's claimed loss.
- (b) **Funds**  
The value of any foreign funds or currencies for the loss of which a claim shall be made, shall be determined by their closing market value on the last business day prior to the date of discovery of the loss. If there is no market price or value for the same on such day, then the value shall be as agreed between the Assured and the Underwriters or in default thereof by arbitration.
- (c) **Deductible**  
If this Policy is subject to a Deductible, or the aggregate Policy Limit in Item 7 of the Schedule remaining for the payment of any loss or losses is not sufficient in amount to indemnify the Assured in full for the loss of securities for which claim is made hereunder, the liability of the Underwriters under this Policy is limited to the payment for, or the duplication of, so much of such securities as has a value equal to the amount collectible under the applicable Insuring Clause of this Policy.
- (d) **Lost Securities**  
In the event of a claim in respect of a loss covered under this Policy of securities, the Assured shall, subject to the conditions stated below, first attempt to replace the lost securities by use of a letter of indemnity issued by it. In the event that it is unable to replace the lost securities by a letter of indemnity, the Assured shall, subject to the Underwriters' prior consent, secure a lost securities bond for the purpose of obtaining the issuance of duplicate securities.
- (e) **Electronic Data Processing Media**  
In case of loss of, or damage to, Electronic Data Processing Media used by the Assured in its business, Underwriters shall be liable under this Policy only if such items are actually reproduced by other Electronic Data Processing Media of the same kind or quality and then for not more than the cost of the blank media plus the cost of labour for the actual transcription or copying of data which shall have been furnished by the Assured in order to reproduce such Electronic Data Processing Media, subject, of course, to the applicable Limit of Indemnity.
- (f) **Other Property**  
In case of loss of, or damage to, any property other than foreign funds or currencies, securities or Electronic Data Processing Media, Underwriters shall not be liable for more than the actual cash value of such property. Underwriters may, at their election, pay the actual cash value of, replace or repair such property. Disagreement between Underwriters and the Assured as to the cash value or as to the adequacy of repair or replacement shall be resolved by arbitration.
- (g) **Electronic Data/Electronic Computer Programs**  
In case of loss of Electronic Data or Electronic Computer Programs, Underwriters shall be liable under this Policy only if such Electronic Data or Electronic Computer Programs are actually reproduced by other Electronic Data or Electronic Computer Programs of the same kind or quality and then for not more than the cost of labour for the actual transcription or copying of data or programs which shall have been furnished by the Assured in order to reproduce such Electronic Data or Electronic Computer Programs subject, of course, to the applicable Limit of Indemnity.

However, if such Electronic Data cannot be reproduced and said Electronic Data represents securities, or financial instruments having a value, including Evidences of Debt, then the loss will be valued as indicated in the Securities and Other Property paragraphs of this section.

## 12. CO-OPERATION

As a condition precedent to its right to be indemnified under this Policy, the Assured shall co-operate fully with the Underwriters and their appointed representatives in all matters pertaining to any loss notified hereunder. The Assured shall, upon request and at times and places designated by the Underwriters, provide for examination all pertinent records including audit records of its accounts and provide for interview any of its Employees or other persons, to the best of its ability and power. The Assured agrees to execute all papers and render all assistance to secure all rights, title, interest and causes of action as it may have against any person or entity in connection with any loss notified hereunder, and to do nothing to prejudice such rights or causes of action.



### 13. SUBROGATION, SALVAGE AND RECOVERY

It is agreed that the Underwriters upon payment of any loss hereunder shall become subrogated to all rights, title, interest and causes of action of the Assured in respect of such loss.

In the case of recovery after payment of any loss hereunder, the amount recovered, after deducting the actual cost of obtaining or making such recovery but excluding the Assured's own labour or establishment costs, shall be applied in the following order:

- (a) to reimburse the Assured in full for the part, if any, of such loss which exceeds the amount of loss paid under this Policy (disregarding the amount of any Deductible applicable).
- (b) the balance, if any, or the entire net recovery if no part of such loss exceeds the amount of loss paid under this Policy, to the reimbursement of the Underwriters.
- (c) finally, to that part of such loss sustained by the Assured by reason of the Deductible specified in the Schedule and/or to that part of such loss covered by any policy(ies) of Insurance of which this Policy is excess.

### 14. OTHER INSURANCE OR INDEMNITY

It is agreed that in the event of loss, this Policy, insofar as it covers loss also covered by other insurance or indemnity, shall only pay claims (not exceeding the Aggregate Limit of Indemnity or any applicable Sub-Limit) for the excess of the amount of such other insurance or indemnity. As excess insurance this Policy shall not apply or contribute to the payment of any loss until the amount of such other insurance or indemnity shall have been exhausted.

### 15. OWNERSHIP

This Policy shall apply to loss of property and loss of Electronic Data Processing Media and Electronic Data owned by the Assured, held by the Assured in any capacity or for which the Assured is legally liable. This Policy shall be for the sole use and benefit of the Assured named in the Schedule.

### 16. DEDUCTIBLE AMOUNT/NOTICE OF LOSS WITHIN DEDUCTIBLE

The Underwriters shall be liable only in excess of the Deductible stated in Item 8 of the Schedule. The Deductible shall apply to each and every loss, irrespective of the number of such losses during the Policy Period.

The Assured shall, in the time and in the manner prescribed in this Policy, give Underwriters notice of any loss of the kind covered by the terms of this Policy, whether or not Underwriters are liable therefore, and upon the request of Underwriters shall file with it a brief statement giving particulars concerning such loss.

### 17. TERMINATION PROVISIONS

This Policy shall terminate with or without the tender of unearned premium

- (a) immediately upon
  - (i) the happening of any of the events relating to a change in control of the Assured as set forth in General Condition No. 4(a),
  - (ii) the failure by the Assured to notify a change of assets or share ownership or otherwise comply with the terms as set forth in General Condition No. 4(b).
  - (iii) refusal by the Underwriters to continue coverage following a change in ownership or control as set forth in General Condition No. 4(b).
- (b) immediately as to any subsidiary of the Assured upon the happening of any event with regard to such subsidiary relating to a change in control or ownership of such subsidiary as set forth in General Condition No. 4.
- (c) thirty (30) days after receipt by the Assured of written notice from the Underwriters of their decision to terminate this Policy. If sent by prepaid registered post and addressed to the Principal Address of the Assured, as stated in the Schedule, such notice shall be deemed to have been received when sent.
- (d) immediately upon receipt by the Underwriters of a written notice from the Assured of its decision to terminate this Policy.

(e) at noon local standard time at the Principal Address on the expiration date stated in Item 3 of the Schedule.

The Underwriters shall refund any unearned premium computed at short-rate of the Annual Premium if terminated pursuant to paragraph (a) or (d) of this General Condition but pro-rata of the Annual Premium if terminated by the Underwriters as provided in paragraph (c) of this General Condition.

This Policy shall terminate immediately upon exhaustion of the Aggregate Limit of Indemnity by one or more payments of loss hereunder, in which event the premium is fully earned.

This Policy shall be terminated as to any Service Bureau

- (a) as soon as any Assured, or any director or officer not in collusion with such person, shall learn of any dishonest or fraudulent act committed by any partner, director, officer or employee of any such Service Bureau at any time against the Assured or any other person or entity, without prejudice to the loss of any property then in transit in the custody of such person, or
- (b) fifteen (15) days after the receipt by the Assured of a written notice from Underwriters of their desire to terminate or cancel this Policy as to such person.

Termination of this Policy as to any Assured terminates liability for any loss sustained by such Assured which is discovered after the effective date of such termination.

## **18. ACTION AGAINST SERVICE BUREAU OR CUSTOMER**

This Policy does not afford coverage in favour of any Service Bureau or customer as aforesaid, and upon payment to the Assured by the Underwriters on account of any loss through fraudulent or dishonest acts committed by any of the partners, directors, officers or employees of such Service Bureau or customer whether acting alone or in collusion with others, an assignment of such of the Assured's rights and causes of action as they may have against such Service Bureau or customer by reason of such acts so committed shall, to the extent of such payment, be given by the Assured to the Underwriters, or to one of the Underwriters designated by Underwriters, and the Assured shall execute all papers necessary to secure to the Underwriters, or to one of the Underwriters designated by Underwriters, the rights herein provided for.

## **19. FRAUD**

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims thereunder shall be forfeited.

## **20. INTERPRETATION**

The construction, interpretation and meaning of the terms, exclusions, limitations and conditions of this Policy shall be determined in accordance with the common law of England and Wales and in accordance with the English text as it appears in this Policy.

01/98  
LSW983

## Section 2 Electronic and Computer Crime:

### OVERSEAS JURISDICTION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

It is hereby agreed that :-

- (1) this insurance shall be governed by the law of England and Wales whose Courts shall have jurisdiction in any dispute arising hereunder; and
- (2) any summons notice or process to be served upon the Underwriters for the purpose of instituting any legal proceedings against them in connection with this Insurance may be served upon Lloyd's Attorney-in-Fact, who have authority to accept service on their behalf.

23/7/64  
N.M.A. 1483

## Section 2. Electronic and Computer Crime

It is agreed that

1. It is understood and agreed that said Policy shall be, and the same is hereby, amended by adding the following Insuring Clause.

### CLEAN-UP COSTS EXPENSES

Loss by reason of costs and expenses incurred and paid by the **Assured** all with the prior approval of the Underwriter, for the verification and/or reconstitution and/or removal of Electronic Computer Instructions, following a paid loss under Insuring Clauses 2, 3 and 5 of the Electronic and Computer Crime Policy

The sum Insured in respect of this Insuring Clause is limited to USD 250,000 each loss and in the aggregate which is part of and not in addition to the overall aggregate limit of liability excess of USD 20,000 each and every loss.

2. This Endorsement shall become effective as of inception local standard time.

All other terms and conditions remain unchanged.

## Section 2. Electronic and Computer Crime

### **LLOYD'S** **FINANCIAL INSTITUTIONS** **INTERNET BANKING ENDORSEMENT**

**(For use in conjunction with Lloyd's Electronic and Computer Crime Policy (LSW983 (01/98))**

In consideration of the premium charged for this Policy to which this Endorsement is attached, it is understood and agreed that the said Policy shall be and the same is hereby amended as follows:

A. by inserting the following Insuring Clause and Special Definition.

#### **INSURING CLAUSE 10 - INTERNET BANKING**

By reason of the Assured having transferred, paid or delivered any funds, established any credit, debited any account, or given any value

1. on the faith of any fraudulent electronic communications directed to the Assured authorising or acknowledging the transfer, payment, delivery or receipt of funds and fraudulently purporting to have been sent by a customer, by another financial institution or between offices of the Assured but which electronic communications were not sent by said customer, financial institution or office; or
2. as the direct result of the fraudulent input, modification or destruction of electronic data by a person who intended to cause the Assured to sustain a loss or to obtain an improper gain for himself or another person which electronic communications or electronic data were transmitted through the Internet into the Assured's Computer System.

#### **Special Definition**

"Internet" means the worldwide group of connected networks that allow access to the Assured's computer networks through Internet service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.

B. by inserting the following General Condition and Special Definition:

#### **21. SECURITY**

As a condition precedent to its rights to be indemnified under this Policy, the Assured shall maintain for all computer systems covered by this Policy a method of Electronic Authentication for the security and integrity of electronic data and electronic communications transmissions and identification of the sender which shall:

- (a) authenticate the identity of or information from the sender of the data or communication;
- (b) confirm that the data or communication was not altered or modified during transmission; and
- (c) verify that the data or communication was that sent by the sender and that the sender had the requisite authority to do so.

#### **Special Definition**

"Electronic Authentication" as used herein refers to those technologies which provide for electronic handwritten signatures, virtual PIN numbers, digital signatures, public key cryptography, smart cards or similar methods of technology or encryption

25/05/2000 - **NMA2856**

## **Section 2. Electronic and Computer Crime**

### **Electronic Computer Crime Amendatory Endorsement**

It is hereby understood and agreed that the LSW 983 wording is amended as follows:

The final paragraph of Insuring Clause 1) Computer Systems is deleted and replaced by the following:

which fraudulent acts were instructed by or committed by a person with the actual or apparent intent to cause the Assured to sustain a loss or to obtain financial gain for himself or any other person.

The words "which fraudulent acts were instructed by or committed by a person who intended to cause the Assured to sustain a loss or to obtain financial gain for himself or any other person" under Insuring Clause 2) Electronic Computer Programs is deleted and replaced with the following:

which fraudulent acts were instructed by or committed by a person with the actual or apparent intent to cause the Assured to sustain a loss or to obtain financial gain for himself or any other person.

General Conditions 1. COMPANION POLICY is amended, to read:

The Lloyd's Electronic and Computer Crime Policy is designed to be a companion policy to the Assured's Bankers Blanket Bond and is intended to provide coverage for computer related crime as defined in the Insuring Clauses which is not covered under the Assured's Bankers Blanket Bond. Since certain Underwriters who are underwriting the Assured's Bankers Blanket Bond by either primary insurance, excess insurance or other contributing insurance or reinsurance and since it is their intention not to increase or double up their coverage to the Assured it is agreed that this Policy will not be deemed to be excess of co-insuring coverage.

In Definition 2 - "Assured's Computer System" of the LSW983 wording the words "or are declared in the proposal form" are deleted in their entirety.

Definition 5 'Communications Terminal' is deleted in its entirety and is replaced by the following:-

'Communications Terminal' means any teletype, teleprinter, video display terminal, or telefacsimile machine or other device(including smart phone or tablet) capable of sending and/or receiving information electronically, whether or not equipped with a keyboard or mouse.

Definition 6.'Computer System' is deleted in its entirety and replaced by the following:-

'Computer System' means a computer (including smart phones, tablets and similar electronic devices) suitable for multi-use applications, that is capable of directing hardware, software and data resources according to Electronic Computer Programs formulated and introduced to the computer's operating system by the user. All input, output, processing, storage and communications facilities including related communication or open systems networks as well as the device's off-line media libraries, are deemed to be part of said computer system.

Definition 4 is deleted and replaced by the following:

"Central Depository" means all central depositories used by the Assured, including any Federal Reserve Bank of the United States, where as the direct result of an electronic clearing and transfer mechanism entries are made on the books reducing the account of the transferor, pledger or pledgee and increasing the account of the transferee, pledgee or pledger by the amount of the obligation or the number of shares or rights transferred, pledged or released.

Definition (7) "Computer Virus", should be understood both in singular and in plural, set forth therein.

Definition 7 "Computer Virus" is extended to include trojan horse(s), keystroke loggers, cookies, spyware, adware, worms and logic bombs.

In Definition 8 - "Customer Communication System" of the LSW983 wording the words "as declared in the proposal form" are deleted in their entirety

Definition (8) "Customer Communication System", is amended to insert the words " or as used for the first time during the life of the Policy" between the words "Proposal Form" and "which".

Under Definition 9 the words "... and similar automated communication systems as declared in the proposal form" is deleted and replaced with "... and all electronic communication systems used by the Assured".

In Definition 19 "Service Bureau" the words "or electrically evidenced" are included after the word "written"

In Definition 21 "Telefacsimile" the words "or transmitted via wireless network" are included after the word "lines".

The words "... within a specially secured area for the purpose of reproducing a copy of said document" under Definition 21 are deleted and replaced with "... capable of reproducing a copy of said document".

In Definition 22 "Telephone Banking System" the words "as declared in the proposal form" are deleted in their entirety.

General Condition 14 is amended by deleting the words "..... loss also covered by other insurance or indemnity ...." and replaced with "..... loss also covered by other valid and collectible insurance or indemnity ....."

Exclusion (6) is amended to add the following "unless such it is covered under Extension for Cleaning Up Costs".

The reference to 'paragraph 2' under the Special Condition of Insuring Clause 5  
Electronic and Telefacsimile communications is amended to read 'paragraph (b)'.

Exclusion 3 of the LSW 983 wording is deleted in its entirety and replaced by the following:

Any loss or deprivation of potential income including but not limited to interest and dividends because of a loss covered under this Policy. However, this exclusion shall not apply to any deprivation of potential income, including but not limited to interest and dividends, which would have accrued to any customer of the Assured had a loss, which is covered under this Policy, not occurred.

It is hereby understood and agreed that Exclusion 15 does not apply to confidential information used to support or facilitate the commission of an act otherwise covered by the policy.

It is hereby understood and agreed that Exclusion 18 does not apply where such person was using the system for a purpose not previously agreed with the Assured, or where the person was accessing the system beyond their agreed level of access.

Exclusion 10 the words "an electronic data processing media carrier and" are inserted after the word "than".

The following sentence is added to the Exclusion 18, "This exclusion does not apply where said customer or other person is using said terminal or system for a purpose not previously agreed with the Insured or was using said terminal or system beyond a previously agreed level of access

Exclusion 21 of the LSW 983 wording is deleted in its entirety and replaced by the following:-

"Any loss not discovered during the Policy Period and any loss sustained prior to the Retroactive Date stated in the Schedule".

For use with the LSW 983 wording.

#### **Applicable to All Sections**

#### **B E J & H DISCOVERY LIMITATION CLAUSE (1)**

There shall be no liability in respect of any claim:-

- (a) arising out of or in connection with any circumstances or occurrences which have been notified to the Underwriters on any other policy of insurance effected prior to the inception of this policy;
- (b) arising out of or in connection with any circumstances or occurrences known to the **Assured** prior to the inception hereof.

All other terms and conditions remain unchanged.

#### **RETROACTIVE DATE**

Retroactive date 25<sup>th</sup> July 2017

#### **NO CLAIMS BONUS CLAUSE**

It is hereby understood and agreed by Underwriters, hereon, that:

- ✓ 5% No Claims Bonus payable at expiry provided there are no paid or outstanding claims and renewal is obtained by leading Reinsurer and broker hereon.

All other terms and conditions remain unchanged.

### **RANSOMWARE EXCLUSION**

1. This endorsement takes priority over any other provision in this policy.
2. This policy excludes any loss, damage, costs, expenses, Ransom or any other amount caused by, resulting from or arising out of Ransomware or Denial of Service or the threat or hoax thereof.

### **Definitions**

3. Ransom means a demand for payment of money, including cryptocurrency or digital currency, or other valuable consideration, made by a third party holding itself out as responsible for an actual or threatened Ransomware or Denial of Service attack.
4. Ransomware means the introduction of malware or code directly or indirectly causing unauthorised:
  - (i) total or partial blocking of access to, disruption of normal operations of, Computer System(s); or
  - (ii) encryption, corruption, deletion, acquisition, transmission or publication of Data connected with a demand for payment of a Ransom.
5. Denial of Service means an attack implemented over the internet or network directly or indirectly to cause disruption to the normal operations of, or the total or partial blocking of access to, Computer System(s) through excessive network traffic connected with a demand for payment of a Ransom.
6. Data means information used, accessed, processed, transmitted or stored by a Computer System.
7. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

**IUA 04-019      06.07.2021**

### **TERRITORY RESTRICTION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

Notwithstanding anything to the contrary in this policy, or any appendix or endorsement added to this policy, there shall be no coverage afforded or benefit provided by this policy for any:



- i. entity organized, headquartered, incorporated, registered or established in a Specified Area; or
- ii. natural person resident or located in a Specified Area; or
- iii. claim, action, suit or proceeding brought or maintained in a Specified Area; or
- iv. loss of, theft of, damage to, loss of use of, encryption of, interruption to the operations or availability of, or destruction of any tangible or intangible property located in a Specified Area, including, but not limited to, any computer system, data, money or securities.

For purposes of this endorsement, "Specified Area" means:

- a. The Republic of Belarus; or
- b. The Russian Federation as recognized by the United Nations (or their territories, including territorial waters, or protectorates where they have legal control; legal control shall mean where recognized by the United Nations).
- c. Lohansk
- d. Donetsk
- e. Crimea
- f. Ukraine

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

If any provision of this endorsement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will, to that extent, be deemed not to form part of this endorsement but the validity, legality and enforceability of the remainder of this endorsement will not be affected.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

### **TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01  
NMA2920

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100  
15 September 2010

## Applicable to All Sections

It is hereby understood and agreed by Underwriters, hereon, that:

- ✓ It is specifically understood and agreed that all sub-limits applicable to the Insuring Clauses and additional coverages listed under the Conditions hereon shall form a part of and are not in addition to the overall aggregate Sum Insured.

All other terms and conditions remain unchanged.

## MONEY LAUNDERING EXCLUSION

It is understood and agreed that this Policy shall be amended as follows:

(1) By adding to the exclusions the following exclusion:

Any legal liability arising as a result of any act or acts of Money Laundering or any act or acts which are in breach of or constitute an offence of offences under any money laundering legislation (or any provisions and/or rules or regulations made by any Regulatory Body or Authority thereunder) and in respect of which:

- (i) it is established by a final finding of a competent court, tribunal, regulatory or administrative body or any other authority by whose rules or regulations the Company is bound, that such Money Laundering actually occurred OR
- (ii) (in the event of a proposed settlement with the third party claimant before any hearing, trial or tribunal) such Money Laundering would **probably** have been established as in (i) above.

If any dispute arises as to whether such final finding would probably have established that Money Laundering actually occurred, the matter shall be referred to a Queen's Counsel of the English Bar to be appointed jointly by the Underwriters and the Assured or if not so appointed within 7 days of one party so electing, by a Queen's Counsel chosen by the Chairman of the Securities and Investments Board (or any successor body) which Queen's Counsel shall decide whether or not such probability existed at the time of settlement.

However, this exclusion shall only apply to deliberate and knowing acts of officers or employees of the Assured which are authorised or condoned by the Assured.

(2) By adding to the Definitions, the following Definitions:

"Money Laundering means:

- (i) the concealment or disguise or conversion, or transfer, or removal of Criminal Property, (including concealing or disguising its nature, source, location, disposition, movement or ownership or any rights relating thereto); or
- (ii) the entering into or becoming in any way concerned in an arrangement which is known or suspected to facilitate (by whatever means) the acquisition, retention, use or control of Criminal Property by or on behalf of another person: or
- (iii) the acquisition, use or possession of Criminal Property; or
- (iv) any act which constitutes an attempt, conspiracy or incitement to commit any act or acts mentioned in the foregoing paragraphs (i), (ii), or (iii); or
- (v) any act which constitutes aiding, abetting, counselling or procuring the commission of any act or acts mentioned in the foregoing paragraphs (i), (ii), or (iii)."

"Criminal Property means property which constitutes a benefit obtained from or as a result of or in connection with criminal conduct or represents such a benefit (in whole or in part and whether directly or indirectly) which the Assured (or any person or entity acting on their behalf) knows or suspects that it constitutes or represents such a benefit".

"Criminal Conduct means conduct which constitutes (or would constitute) an offence in any part of the world".

All other terms and conditions and limitations of said Policy shall remain unchanged.

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## **REINSURANCE CONDITIONS**

### **FULL REINSURANCE CLAUSE**

Being a Reinsurance of and warranted the same terms and conditions as (excluding Premium), the Original Policy and to follow the settlement of, the Reinsured, always subject to the terms and conditions hereon.

### **CLAIMS CONTROL CLAUSE**

Notwithstanding anything to the contrary contained in this Reinsurance it is a condition precedent to Reinsurers' liability under this Reinsurance that:

- (a) The Reinsured shall give to the Reinsurer(s) written notice as soon as reasonably practicable of any claim made against the Reinsured in respect of the business reinsured hereby or of its being notified of any circumstances which could give rise to such a claim, but in any event within 30 days of the Reinsured becoming aware of such circumstance and/or claim
- (b) The Reinsured shall furnish the Reinsurer(s) with all information known to the Reinsured in respect of claims or possible claims notified in accordance with (a) above and shall thereafter keep the Reinsurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.
- (c) The Reinsured shall co-operate with the Reinsurer(s) and any other person or persons designated by the Reinsurers in the investigation, adjustment and/or settlement of such claim notified to the Reinsurer(s) as aforesaid.
- (d) No settlement and/or compromise shall be made and no liability admitted without the prior approval of Reinsurers

All other terms and conditions remains unchanged

It is hereby understood and agreed by Underwriters, hereon, that the following Reinsurance Conditions apply:

✓ No Tacit or Automatic Renewal

All other terms and conditions remain unchanged.

### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100  
15 September 2010

### **TERRORISM EXCLUSION ENDORSEMENT (REINSURANCE)**

Notwithstanding any provision to the contrary within this reinsurance or any endorsement thereto it is agreed that this reinsurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act or terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Notwithstanding the aforementioned it is understood and agreed that the above Exclusion will not apply where the proximate cause of loss is an act of theft or robbery.

**NMA 2921 (Amended)**  
**08/10/2001**

All other terms and conditions remains unchanged

**SPECIAL CANCELLATION CLAUSE**

In the event that an Underwriter:

- (a) ceases underwriting (wholly) or formally announces its intention to do so, or
- (b) is the subject of an order or resolution for winding up or formally proposes a scheme of arrangement, or
- (c) has its authority to carry on insurance business withdrawn, or

the Assured may terminate that Underwriter's participation on this risk forthwith by giving notice and the premium payable to that Underwriter shall be pro rata to the time on risk unless there is a claim or circumstance, in which event the premium is fully earned.

**NMA 2975 (Amended)**

All other terms and conditions remain unchanged.

## **PREMIUM PAYMENT CLAUSE**

The (Re)Insured undertakes that premium will be paid in full to Underwriters within 120 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 120<sup>th</sup> day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01  
LSW3000

All other terms and conditions remains unchanged

## **INFORMATION**

The following information was provided to Insurer(s) to support the assessment of the risk(s) at the time of underwriting:

Client Submission prepared by client and seen by all participants hereon and held on file by CBC UK Limited

Proposal Form Signed and Dated: 17<sup>th</sup> June 2022

Audited Financials 31.12.2020 and 2021

**NOTICE OF CLAIMS:** To Insurers via:-  
CBC UK Limited  
69 Mansell Street  
London  
E1 8AN

### **SECURITY DETAILS – INSURER’S LIABILITY**

#### **LMA3333 – (Re)Insurer’s Liability Several Not Joint**

The liability of a (Re)Insurer under this contract is several and not joint with other (Re)Insurers party to this contract. A (Re)Insurer is liable only for the proportion of liability it has underwritten. A (Re)Insurer is not jointly liable for the proportion of liability underwritten by any other (Re)Insurer. Nor is a (Re)Insurer otherwise responsible for any liability of any other (Re)Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (Re)Insurer (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning “signing” below.

In the case of a Lloyd’s syndicate, each member of the syndicate (rather than the syndicate itself) is a (Re)Insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member’s proportion. A member is not jointly liable for any other member’s proportion. Nor is any member otherwise responsible for any liability of any other (Re)Insurer that may underwrite this contract. The business address of each member is Lloyd’s, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd’s syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd’s, at the above address.

#### **Proportion of Liability**



Unless there is “signing” (see below), the proportion of liability under this contract underwritten by each (Re)Insurer (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its “written line”.

Where this contract permits, written lines, or certain written lines, may be adjusted (“signed”). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (Re)Insurer (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of a Lloyd’s syndicate taken together) is referred to as a “signed line”. The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to “this contract” in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

**ORDER**  
**HEREON:** 100% of 100%

**BASIS OF**  
**WRITTEN**  
**LINES:** Percentage of Whole  
  
NMA 2419 Lines Clause, if applicable

**SIGNING**  
**PROVISIONS:** In the event that the written lines hereon exceed 100% of the order, any lines written “to stand” will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- a) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

**LINE CONDITIONS:** None

**WRITTEN  
LINES:**

Mode of Execution:

This contract and any changes to it may be executed by:

- Electronic signature technology employing computer software and digital signature or digitizer pen pad to capture a person's handwritten signature in such manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such manner that if the data is changed, such signature is invalidated;
- A unique authorisation provided via a secure electronic trading platform;
- A timed and dated authorisation provided via an electronic message system;
- An exchange of facsimile/scanned copies showing original ink signature of paper documents;
- An original written ink signature of paper of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of the contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

In a co(re)insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the contract leader.

(re)Insurers may not seek to guarantee for themselves terms favourable as those which others subsequently achieve during the placement.

(re)Insurers confirm and agree that where NCAD (notice of cancellation at anniversary date) is embedded in their stamp this will mean NCED (notice of cancellation at expiry date). This DOES not affect the right of the (re)insurer to issue Notice of Cancellation in accordance with the contract terms.

**WRITTEN LINES:**

As shown below and, where placed electronically either wholly or in part via Placing Platform Limited (PPL) in the PPL Security Details.

**WRITTEN**

**LINES:** In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the slip leader.

obliged to, follow

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

favourable as

**SECURITY DETAILS**

SIGNED LINE %	WRITTEN LINE(S)
<ol style="list-style-type: none"> <li>1. In a co-insurance placement following (re)insurers may, but are not obliged to follow the premium charged by the lead (re)insurer.</li> <li>2. (Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.</li> </ol>	

**SUBSCRIPTION AGREEMENT**

**SLIP LEADER:**

**BASIS OF  
AGREEMENT TO**

**CONTRACT CHANGES:** GUA (Version 2.0 February 2014) with Non–Marine Schedule (October 2001)

**OTHER AGREEMENT  
PARTIES FOR  
CONTRACT CHANGES,  
FOR PART 2 GUA CHANGES  
ONLY:**

Slip leader only to agree part two changes.

**AGREEMENT PARTIES  
FOR CONTRACT  
CHANGES, FOR THEIR  
PROPORTION ONLY:**

None applicable

**BASIS OF CLAIMS  
AGREEMENT:**

Claims to be managed in accordance with:

i) The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto.

*(N.B. The applicable Scheme/part will be determined by the rules and scope of the Scheme(s)).*

ii) IUA claims agreement practices.

iii) The practices of any company(ies) electing to agree claims in respect of their own participation.

**CLAIMS AGREEMENT  
PARTIES:**

i) For Lloyd's syndicates

The leading Lloyd's syndicate and, where required by the syndicate.

applicable Lloyd's Claims

The second Lloyd's Syndicate is

ii) Those companies acting in accordance with the IUA claims agreement practices, excepting those that may have opted out via iii below.

iii) Those companies that have specifically elected to agree claims in respect of their own participation.

iv) All other subscribing insurers that are not party to the Lloyd's/IUA claims agreement practices, each in respect of their own participation.

**CLAIMS  
ADMINISTRATION:**

CBC UK Ltd and insurers agree that any claims hereunder (including any claims related costs/fees) will be notified and administered via ECF with any payment(s) processed via CLASS, unless both parties agree to do otherwise.

**RULES AND EXTENT  
OF ANY OTHER  
DELEGATED CLAIMS  
AUTHORITY:**

None, otherwise specified here by any of the claims agreement parties shown above.

**EXPERT(S) FEES  
COLLECTION:**

CBC UK Ltd to collect fees for all contract security (insurers), including overseas.

**SETTLEMENT DUE  
DATE:**

**BUREAUX**

**ARRANGEMENTS:** Policy signing and accounting as required to be presented by Lloyd's  
Broker to Xchanging Ins-Sure Services Ltd.

Resiginings, Off Slips and/or Signing Slips to be agreed by Slip  
Leader only.

In the event that a premium payment warranty applies which has a  
different date to the settlement due date, Xchanging are hereby authorised to amend the settlement  
due date to match the premium payment warranty. This agreement shall  
be binding on all bureau Insurers.

**NON – BUREAUX**

**ARRANGEMENTS:** None

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**FISCAL AND REGULATORY**

<b><u>TAX PAYABLE BY INSURER(S):</u></b>	None
<b><u>COUNTRY OF ORIGIN:</u></b>	Democratic Republic of Congo
<b><u>REGULATORY RISK LOCATION:</u></b>	Democratic Republic of Congo
<b><u>OVERSEAS BROKER AND ADDRESS:</u></b>	AIB DRC SARL, Prins van Luikschoot, Av de la Gombe, Gombe, Kinshasa, DRC
<b><u>US CLASSIFICATION:</u></b>	Not Applicable
<b><u>ALLOCATION OF PREMIUM TO CODING:</u></b>	BB 100%
<b><u>ALLOCATION OF PREMIUM TO YEAR OF ACCOUNT:</u></b>	2023
<b><u>REGULATORY CLIENT CLASSIFICATION:</u></b>	Reinsurance

N° Contrat : 12002-33002-0023-113-00018046-2023

## Clauses Applicables

### Clause de sanctions internationales

Le Réassureur et/ L' Assureur n'est pas réputé fournir de garantie et n'est pas tenu au paiement de tout sinistre ou de toute indemnité en découlant si la fourniture d'une telle garantie, le paiement d'un tel sinistre ou d'une telle indemnité expose le Réassureur et/ou l'Assureur à une quelconque sanction, interdiction ou restriction mise en œuvre en application des résolutions des Nations Unies ou des sanctions économiques et commerciales, ou des lois ou règlements de l'Union Européenne, du Royaume-Uni, d'une législation nationale ou des Etats-Unis d'Amérique.

### Exclusion des maladies transmissibles :

Nonobstant toute autre disposition, clause ou terme contraire, le présent contrat ne couvre pas les réclamations, pertes, responsabilités, dommages, coûts ou dépenses de toute natures liés, directement ou indirectement et/ou en tout ou en partie, à une Maladie Transmissible et/ou à toute crainte ou menace d'une telle maladie (réelle ou ressentie).

Au titre de cette clause : Par Maladie Transmissible, on entend toute maladie infectieuse, contagieuse ou transmissible et/ou toute substance infectieuse, contagieuse ou transmissible (y compris, notamment, un virus, une bactérie, un parasite ou un organisme ou toute mutation de ces éléments, vivants ou non), quelque soit le mode de transmission (y compris, notamment, la transmission directe ou indirecte par l'air, par un fluide corporel, par une surface ou un objet, solide, liquide ou gazeux) qui cause, peut causer ou menace de causer : une atteinte à la santé humaine ; une atteinte au bien-être de l'homme ; et/ou, un dommage, une détérioration, une perte de valeur, une perte de valeur marchande ou une perte de jouissance de biens corporels ou incorporels (A titre informatif, les Maladies Transmissibles comprennent, notamment, la maladie du coronavirus 2019 (COVID-19) et toute mutation ou variation de celle-ci).

«Liés à » signifie : se rapportant à ; en rapport avec ; découlant de ; résultant de ; en conséquence de ; attribuable à ; ayant été favorisé par ; et tout autre terme communément utilisé et/ou compris pour refléter ou décrire un lien et/ou une connexion d'une chose à une autre, qu'il soit direct ou indirect.

Dans un souci de clarification : (1) aucune autre disposition, clause, condition ou exception antérieure, concomitante ou ultérieure du présent contrat (y compris - mais pas exclusivement - tout avenant antérieur, concomitant ou ultérieur et/ou toute disposition, clause, terme ou exception qui a pour effet, ou est censé avoir pour effet, d'étendre la couverture ou les protections prévues par le présent contrat ; (2) toute clause « changement de législation » ou disposition similaire ; (3) toute clause de partage du sort ou disposition similaire ; et/ou, (4) aucun changement de la loi ou de la réglementation (dans la mesure permise par la loi applicable), ne doit avoir pour effet de fournir une réassurance, une couverture ou une protection au titre du présent contrat qui serait autrement exclue par l'exclusion énoncée dans la présente clause.

## Dispositions Finales

Le souscripteur reconnaît avoir reçu les Conditions Générales Globale de banque régissant le contrat, ainsi qu'un formulaire de déclaration de sinistre.

Le souscripteur reconnaît que tout autre document complémentaire aux présentes Conditions Particulières peut lui être remis ultérieurement.

Fait le 31/01/2023, en deux (2) exemplaires, l'un destiné à l'assuré et l'autre à l'assureur

**Pour le souscripteur**

**Pour la SFA CONGO**

Nom

