
COMMERCIAL CRIME COVERAGE



The Fidelity and Deposit Companies



Fidelity and Deposit Company of Maryland

Colonial American Casualty and Surety Company

(Company designated by X in box)

Home Office
P.O. Box 1227
Baltimore, MD 21203

CRIME POLICY DECLARATIONS

This policy consists of this Declarations Form, the Common Policy Conditions, the Crime General Provisions Form and the Coverage Forms indicated as applicable.

Policy No. CCP 004 81 87

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

Association of Bay Area Governments (ABAG) Plan Corporation
101 8th St.

Oakland, CA 94607

Policy Period: From July 1, 2000 to effective date of cancellation at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE

Coverage Forms Forming a Part of this Policy	Limit of Insurance	Deductible Amount
FORM A - Employee Dishonesty Coverage Form	\$ NIL	\$ NIL
FORM B - Forgery or Alteration Coverage Form	\$ 1,000,000.00	\$ 5,000.00
FORM C - Theft, Disappearance, and Destruction Coverage Form		
Section 1. - Inside the Premises	\$ 1,000,000.00	\$ 5,000.00
Section 2. - Outside the Premises	\$ 1,000,000.00	\$ 5,000.00
FORM D - Robbery and Safe Burglary Coverage Form		
Section 1. - Inside the Premises	\$ 1,000,000.00	\$ 5,000.00
Section 2. - Outside the Premises	\$ 1,000,000.00	\$ 5,000.00
Additional Coverage Forms		
FORM O - Public Employee Dishonesty Coverage Form	\$ 1,000,000.00	\$ 5,000.00
FORM F - Computer Fraud Coverage Form	\$ 1,000,000.00	\$ 5,000.00
FORM R - Money Orders and Counterfeit Paper Currency Coverage Form	\$ 1,000,000.00	\$ 5,000.00
	NIL	NIL

ENDORSEMENTS FORMING PART OF THIS POLICY WHEN ISSUED:

CR 10 00 06 95	CR 00 03 01 86	CR 00 04 10 90	CR 00 05 10 90	CR 00 16 10 90	CR 00 07 10 90
CCP 00 01 03 97	CR 00 19 06 95	CR 10 12 01 86	CR 10 18 01 86	CR 10 19 10 90	CR 10 22 01 86
CR 10 26 10 90	CR 10 27 01 86	CR 10 44 12 93	SR 58 62	Endorsement A	Endorsement B
Endorsement C	Endorsement D	Endorsement E	Endorsement F	Endorsement G	

CANCELLATION OF PRIOR INSURANCE: By acceptance of this Policy you give use notice canceling prior policy or bond Nos. _____ the cancellation to be effective at the time this Policy becomes effective.

COUNTERSIGNED: _____ By: _____
(Date) Authorized Representative

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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

ATTEST:

BY

Secretary

President

CRIME GENERAL PROVISIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in the policy.

Unless stated otherwise in any Crime Coverage Form, Declarations or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime Coverage Forms forming part of this policy.

A. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
 - b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.
5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. GENERAL CONDITIONS

1. **Concealment, Misrepresentation or Fraud:** This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:
 - a. This insurance;
 - b. The Covered Property;
 - c. Your interest in the Covered Property; or
 - d. A claim under this insurance.
2. **Consolidation - Merger:** If through consolidation or merger with, or purchase of assets of, some other entity:
 - a. Any additional persons become "employees"; or
 - b. You acquire the use and control of any additional "premises";

any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises", but only if you:

 - a. Give us written notice within 30 days thereafter; and
 - b. Pay us an additional premium.
3. **Coverage Extensions:** Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Section.
4. **Discovery Period for Loss:** We will pay only for covered loss discovered no later than one year from the end of the policy period.
5. **Duties in the Event of Loss:** After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:
 - a. Notify us as soon as possible.
 - b. Submit to examination under oath at our request and give us a signed statement of your answers.
 - c. Give us a detailed, sworn proof of loss within 120 days.

- d. Cooperate with us in the investigation and settlement of any claim.

6. Joint Insured

- a. If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
- b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- c. An "employee" of any Insured is considered to be an "employee" of every Insured.
- d. If this insurance or any of its coverages is canceled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
- e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

7. Legal Action Against Us: You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this insurance; and
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you discover the loss.

8. Liberalization: If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this insurance.

9. Loss Covered Under More Than One Coverage of This Insurance: If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:

- a. The actual amount of loss; or
- b. The sum of the limits of insurance applicable to those coverages.

10. Loss Sustained During Prior Insurance

- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:

- (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
- (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.

- b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:

- (1) This insurance as of its effective date; or
- (2) The prior insurance had it remained in effect.

11. Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate: If any loss is covered:

- a. Partly by this insurance; and
- b. Partly by any prior canceled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

12. Non-Cumulation of Limit of Insurance: Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

13. Other Insurance: This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.

14. Ownership of Property; Interests Covered: The property covered under this insurance is limited to property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

15. Policy Period

- a. The Policy Period is shown in the Declarations.
- b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

16. Records: You must keep records of all Covered Property so we can verify the amount of any loss.

17. Recoveries

a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:

- (1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
- (2) Then to us, until we are reimbursed for the settlement made;
- (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

b. Recoveries do not include any recovery:

- (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (2) Of original "securities" after duplicates of them have been issued.

18. Territory: This insurance covers only acts committed or events occurring within the United States of America, U. S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

19. Transfer of Your Rights of Recovery Against Others to Us: You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to

secure those rights and do nothing after loss to impair them.

20. Valuation - Settlement

a. Subject to the applicable Limit of Insurance provision we will pay for:

(1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:

- (a) At face value in the "money" issued by that country; or
- (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

(2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

- (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
- (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (i.) Value of the "securities" at the close of business on the day the loss was discovered; or
 - (ii.) Limit of Insurance.

(3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

- (a) Actual cash value of the property on the day the loss was discovered;
- (b) Cost of repairing the property or "premises"; or
- (c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

- b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":
- (1) In the "money" of the country in which the loss occurred; or
 - (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- c. Any property that we pay for or replace becomes our property.

C. GENERAL DEFINITIONS

1. "Employee" means:

- a. Any natural person:
- (1) While in your service (and for 30 days after termination of service); and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
- b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing

services for you excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

2. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

3. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.

4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

FORGERY OR ALTERATION COVERAGE FORM**A. COVERAGE**

We will pay for loss involving Covered Instruments resulting directly from the Covered Causes of Loss.

1. Covered Instruments: Checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- a. Made or drawn by or drawn upon you;
- b. Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

2. Covered Causes Of Loss: Forgery or alteration of, on or in any Covered Instrument.

3. Coverage Extension

Legal Expenses: If you are sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount we will pay under this extension is in addition to the Limit of Insurance applicable to this insurance.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. This provision does not apply to legal expenses paid under the Coverage Extension.

D. ADDITIONAL EXCLUSION, CONDITIONS AND DEFINITION

In addition to the provisions in the Crime General Provisions Form, this Coverage Form is also subject to the following:

1. Additional Exclusion**Acts of Employees, Directors, or Trustees:**

We will not pay for loss resulting from any dishonest or criminal act committed by any of your "employees", directors, or trustees:

- a. Whether acting alone or in collusion with other persons; or
- b. Whether while performing services for you or otherwise.

2. Additional Conditions

a. Facsimile Signatures: We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

b. General Amendment: As respects this Coverage Form, the words Covered Property in the Crime General Provisions Form mean Covered Instruments.

c. Proof of Loss: You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory: We will cover loss you sustain anywhere in the world.

The Territory General Condition does not apply to this Coverage Form.

3. Additional Definition

"Occurrence" means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

THEFT, DISAPPEARANCE AND DESTRUCTION COVERAGE FORM

A. COVERAGE - We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss.

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

1. Section 1. - Inside The Premises

a. **Covered Property:** "Money" and "securities" inside the "premises" or a "banking premises".

b. **Covered Causes of Loss**

- (1) "Theft"
- (2) Disappearance
- (3) Destruction

c. **Coverage Extensions**

(1) **Containers of Covered Property:** We will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the "premises" resulting directly from an actual or attempted:

- (a) "Theft" of; or
- (b) Unlawful entry into those containers.

(2) **Premises Damage:** We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of Covered Property if you are the owner of the "premises" or are liable for damage to it.

2. Section 2. - Outside the Premises

a. **Covered Property:** "Money" and "securities" outside the "premises" in the care and custody of a "messenger".

b. **Covered Causes of Loss**

- (1) "Theft"
- (2) Disappearance
- (3) Destruction

c. **Coverage Extension**

Conveyance of Property By Armored Motor Vehicle Company: We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss while outside the "premises" in the care and custody of an armored motor vehicle company.

But, we will pay only for the amount of loss that you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the DECLARATIONS.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount may be applied.

D. ADDITIONAL EXCLUSIONS, CONDITION AND DEFINITIONS:

In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:

a. **Accounting or Arithmetical Errors or Omissions:** Loss resulting from accounting or arithmetical errors or omissions.

b. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees," directors, trustees or authorized representatives:

- (1) Acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise.

c. **Exchanges or Purchases:** Loss resulting from the giving or surrendering of property in any exchange or purchase.

d. **Fire:** Loss from damage to the "premises" resulting from fire, however caused.

e. **Money Operated Devices:** Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

f. **Transfer or Surrender of Property**

- (1) Loss of property after it has been transferred or surrendered to a person or place outside the "premises"

- (a) On the basis of unauthorized instructions; or
- (b) As a result of a threat to do:
 - i. Bodily harm to any person; or
 - ii. Damage to any property.
- (2) But, this exclusion does not apply under COVERAGE, Section 2, to loss of Covered Property while outside the "premises" or "banking premises" in the care and custody of a "messenger" if you:
 - (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- g. Vandalism: Loss from damage to the "premises" or its exterior or to containers of Covered Property by vandalism or malicious mischief.
- h. Voluntary Parting of Title to or Possession of Property: Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

2. Additional Condition

Duties in the Event of Loss: If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police.

3. Additional Definitions

- a. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- b. **"Messenger"** means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".
- c. **"Occurrence"** means an:
 - (1) Act or series of related acts involving one or more persons; or
 - (2) Act or event, or a series of related acts or events not involving any person.
- d. **"Premises"** means the interior of that portion of any building you occupy in conducting your business.
- e. **"Theft"** means any act of stealing.

ROBBERY AND SAFE BURGLARY COVERAGE FORM - PROPERTY OTHER THAN MONEY AND SECURITIES

A. COVERAGE - We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Causes of Loss.

1 Section 1. - Inside The Premises

a. Robbery Of A Custodian

(1) **Covered Property:** "Property other than money and securities" inside the "premises" in the care and custody of a "custodian".

(2) **Property Not Covered:** Motor vehicles, trailers, or semi-trailers or equipment and accessories attached to them.

(3) **Covered Cause of Loss:** Actual or attempted "robbery".

(4) Coverage Extension

Premises Damage: We will pay for loss from damage to the "premises" or its exterior resulting directly from the Covered Cause of Loss, if you are the owner of the "premises" or are liable for damage to it.

b. Safe Burglary

(1) **Covered Property:** "Property other than money and securities" inside the "premises" in a safe or vault.

(2) **Covered Cause of Loss:** Actual or attempted "safe burglary".

(3) Coverage Extension

Premises, Safe and Vault Damage: We will pay for loss from damage to:

- (a) The "premises" or its exterior; or
- (b) A locked safe or vault located inside the "premises;"

resulting directly from the Covered Cause of Loss, if you are the owner of the property or liable for damage to it.

2 Section 2. - Outside The Premises

a. **Covered Property:** "Property other than money and securities" outside the "premises" in the care and custody of a "messenger".

b. **Property Not Covered:** Motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

c. **Covered Cause of Loss:** Actual or attempted "robbery".

d. Coverage Extension

Conveyance Of Property By Armored Motor Vehicle Company: We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss while outside the "premises" in the care and custody of an armored motor vehicle company.

But, we will pay only for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the DECLARATIONS.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount up to the Limit of Insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount may be applied.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS: In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:

a. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees," directors, trustees or authorized representatives:

- (1) Acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise.
- b. **Fire:** Loss resulting from fire, however caused, except loss from damage to a safe or vault.
- c. **Transfer or Surrender of Property**

- (1) Loss of, or loss from damage to, property after it has been transferred or surrendered to a person or place outside the "premises":
 - (a) On the basis of unauthorized instructions; or
 - (b) As a result of a threat to do:
 - i. Bodily harm to any person; or
 - ii. Damage to any property.
 - (2) But, this exclusion does not apply under COVERAGE, Section 2. to loss of Covered Property while outside the "premises" in the care and custody of a "messenger" if you:
 - (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- d. **Vandalism:** Loss from damage to any property by vandalism or malicious mischief.

2. Additional Conditions

- a. **Duties in the Event of Loss:** If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police.
- b. **Special Limit of Insurance for Specified Property:** We will only pay up to \$5,000 for any one "occurrence" of loss of, and loss from damage to:
 - (1) Precious metals, precious or semiprecious stones, pearls, furs, or completed or partially completed articles made of or inside the "premises" and who has no other duties.

containing such materials that constitute the principal value of such articles; or

- (2) Manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

3 Additional Definitions

- a. **"Custodian"** means you, any of your partners or any "employee" while having care and custody of the property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
- b. **"Messenger"** means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".
- c. **"Occurrence"** means an:
 - (1) Act or series of related acts involving one or more persons; or
 - (2) Act or event, or a series of related acts or events not involving any person.
- d. **"Premises"** means the interior of that portion of any building you occupy in conducting your business.
- e. **"Robbery"** means the taking of property from the care and custody of a person by one who has:
 - (1) Caused or threatened to cause that person bodily harm; or
 - (2) Committed an obviously unlawful act witnessed by that person.
- f. **"Safe Burglary"** means the taking of:
 - (1) Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - (2) A safe or vault from inside the "premises".
- g. **"Watchperson"** means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

**COMMERCIAL CRIME
COVERAGE FORM O—PER LOSS**

PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM

A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money", "securities", and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee dishonesty".
3. **Coverage Extension**

Employees Temporarily Outside Coverage Territory: We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the DECLARATIONS.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount up to the Limit of Insurance.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount.
 - b. Upon our request, give us a statement describing the loss.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS: In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss or damages as specified below:
 - a. **Employee Canceled Under Prior Insurance:** loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been canceled and not reinstated since the last such cancellation.
 - b. **Inventory Shortages:** loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.
 - c. **Bonded Employee:** loss caused by any "employee" required by law to be individually bonded.
 - d. **Treasurer or Tax Collector:** loss caused by a treasurer or tax collector by whatever name known.

e. **Damages:** damages for which you are legally liable as a result of:

- (1) the deprivation or violation of the civil rights of any person by an "employee"; or
- (2) the tortious conduct of an "employee" except conversion of property of other parties held by you in any capacity.

2. Additional Conditions:**a. Cancellation As To Any Employee:**

This insurance is canceled as to any "employee":

- (1) Immediately upon discovery by you or any official or employee authorized to manage, govern or control your employees, of any dishonest act committed by that "employee" whether before or after becoming employed by you.
- (2) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing.

The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

b. Sole Benefit: This insurance is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by anyone other than you.

c. Indemnification: We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through dishonest acts of persons who serve under them, subject to the Limit of Insurance.

3. Additional Definitions

a. "Employee Dishonesty" in paragraph A.2. means only dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

- (1) Cause you to sustain loss; and also
- (2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
 - (a) The "employee" or
 - (b) Any person or organization intended by the "employee" to receive that benefit.

b. "Occurrence" means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.

**COMMERCIAL CRIME
Coverage Form F**

COMPUTER FRAUD COVERAGE FORM

A. COVERAGE-We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money", "Securities" and "Property Other Than Money and Securities".

2. **Covered Cause of Loss:** "Computer Fraud".

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the DECLARATIONS.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount may be applied.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS: In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:

a. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees," directors, trustees or authorized representatives:

(1) Acting alone or in collusion with other persons; or

(2) While performing services for you or otherwise.

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

(1) An inventory computation; or

(2) A profit and loss computation.

2. Additional Conditions

a. **Duties in the Event of Loss:** If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police.

b. **Special Limit of Insurance for Specified Property:** We will only pay up to \$5,000 for any one "occurrence" of loss of, and loss from damage to, manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

3. Additional Definitions

a. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.

b. **"Computer Fraud"** means "theft" of property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises" to a person (other than a "messenger") outside those "premises" or to a place outside those "premises".

c. **"Messenger"** means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".

d. **"Occurrence"** means an:

(1) Act or series of related acts involving one or more persons; or

(2) Act or event, or a series of related acts or events not involving any person.

e. **"Premises"** means the interior of that portion of any building you occupy in conducting your business.

f. **"Theft"** means any act of stealing.

CR 00 19 06 95

MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY COVERAGE FORM

COVERAGE FORM R

A. COVERAGE

We will pay for loss due to the acquisition of Covered Property resulting directly from the Covered Cause of Loss.

1. Covered Property

- a. Money orders, including counterfeit money orders, of any United States or Canadian post office, express company or national or state (or Canadian) chartered bank; and
- b. Counterfeit United States or Canadian paper currency.

2. Covered Cause Of Loss

Acceptance in good faith, in exchange for merchandise, money or services, of:

- a. Any money order that is not paid upon presentation; and
- b. Counterfeit United States or Canadian Paper currency;

that is acquired during the regular course of business.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. ADDITIONAL EXCLUSIONS, CONDITION AND DEFINITION

In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. Additional Exclusions:

We will not pay for loss as specified below:

a. Acts Of Employees, Directors, Trustees Or Representatives

Loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives:

- (1) Acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Voluntary Parting Of Title Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

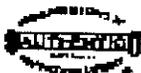
2. Additional Condition

Duties In The Event Of Loss: If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police.

3. Additional Definition

"Occurrence" means an:

- a. Act or series of related acts involving one or more persons; or
- b. Act or event, or series of related acts or events not involving any person.





FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 (herein called Insurer)

Home Office
 P.O. Box 1227
 Baltimore, MD 21203

WIRE TRANSFER COMMUNICATION COVERAGE FORM

A. COVERAGE

We will directly pay for Loss of Covered Property resulting directly from the Covered Cause of Loss.

1. Covered Property: "Money" and "Securities".
2. Covered Cause of Loss: "Wire Transfer Communication Fraud".

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declaration.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount in the Declaration. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the provisions in the Crime General Provisions Form, this Coverage Form is subject to the following:

1. Additional Exclusions: We will not pay for loss as specified below:

- a. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives:
 - (1) Acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise.
- b. **Inventory Shortages:** Loss, or that part of any Loss, the proof of which is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.
- c. **Computer Fraud:** Loss following and directly related to the fraudulent use of any computer or the fraudulent use of or change to any computer program.

2. Additional Conditions

- a. **Duties in the Event of Loss:** If you have reason to believe that any loss of Covered Property involves a violation of law, you must notify the police.
- b. **Transfer Agreement:** You will maintain a written agreement with any banking institution authorized to transfer Covered Property at your request which:
 - (1) Contains a listing of your "employees" who are authorized to initiate wire transfers;
 - (2) Requires the banking institution to verify by telephone conversation with your authorized "employee" any electronic or wire transfer instructions communicated by you other than:
 - (a) "prearranged transfers"; or
 - (b) transfers made through an automated teller machine before transferring Covered Property;
 - (3) Requires the banking institution to confirm completed transfers in writing to you within five working days; and

- (4) Does not impair your right of action against the banking institution for any loss of Covered Property resulting from failure to exercise reasonable care or to comply with your communication instructions.

3. **Additional Definitions**

- a. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution similar safe depository.
- b. **"Messenger"** means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".
- c. **"Occurrence"** means an:
- (1) act or series of related acts involving one or more persons; or
 - (2) act or event, or a series of related acts or events not involving any person.
- d. **"Prearranged Transfer"** means an electronic transfer which is part of a regular or scheduled series of electronic transfers, authorized by written agreement, to a designated banking institution specifying:
- (1) the amount of Covered Property to be transferred; and
 - (2) account number to be credited.
- e. **"Premises"** means the interior of that portion of any building you occupy in conducting your business.
- f. **"Theft"** means any act of stealing.
- g. **"Wire Transfer Communication Fraud"** means "theft" of Covered Property following and directly related to use of written or verbal instructions which are purported to have been made by you, to fraudulently cause an electronic transfer of that property from the "banking premises" to:
- (1) another account, except an account controlled by you, within the "banking premises"; or
 - (2) a person (other than a "messenger") or place outside the "banking premises".

COMMERCIAL CRIME

POLICY NUMBER: CCP 004 81 87

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CREDIT, DEBIT OR CHARGE CARD FORGERY

This endorsement applies only to the FORGERY OR ALTERATION COVERAGE FORM B.

A. SCHEDULE**Limit of Insurance****Covered Instruments**

\$ \$1,000,000.00

 includes **limited to****B. PROVISIONS**

1. **Covered Instruments** either **includes** or is **limited to**, whichever is indicated as applicable in the SCHEDULE, written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
2. The most we will pay in any one "occurrence" is the Limit of Insurance shown in the SCHEDULE.
3. The following Additional Exclusion is added:

Non-Compliance With Credit, Debit or Charge Card Issuer's Requirements: We will not pay for loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.



COMMERCIAL CRIME

POLICY NUMBER: CCP 004 81 87

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE THE CHAIRMAN AND MEMBERS OF SPECIFIED
COMMITTEES AS EMPLOYEES**

This endorsement applies to the CRIME GENERAL PROVISIONS FORM and all Crime Coverage Forms forming part of the Policy.

A. SCHEDULE

Names of Committees

Include All Chairmen and Members of Specified Committees as Employees

B. PROVISIONS

"Employee" also includes any natural person, whether or not compensated, while performing services for you as the chairman, or a member of any committee named in the SCHEDULE.



COMMERCIAL CRIME

POLICY NUMBER: CCP 004 81 87

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE SPECIFIED DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES

This endorsement applies to the CRIME GENERAL PROVISIONS and all Crime Coverage Forms forming part of the Policy.

A. SCHEDULE

Directors or Trustees

All Directors or Trustees

B. PROVISIONS

"Employee" also includes any of your directors or trustees who are shown in the SCHEDULE while acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE VOLUNTEER WORKERS AS EMPLOYEES

This endorsement applies to the CRIME GENERAL PROVISIONS FORM and all Crime Coverage Forms forming part of the Policy.

PROVISIONS

"Employee" also includes any non-compensated natural person:

1. Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee";
2. While acting as a fund solicitor during fund raising campaigns.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CR 10 26 10 90

INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOYEES

This endorsement applies to the CRIME GENERAL PROVISIONS and all Crime Coverage Forms forming part of the Policy.

A. SCHEDULE

Names or Titles of Non-Compensated Officers

All Non-Compensated Officers

B. PROVISIONS

"Employee" also includes your non-compensated officers who are shown in the SCHEDULE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CR 10 27 01 86

WELFARE AND PENSION PLAN ERISA COMPLIANCE

Provision 1. of this endorsement applies to the CRIME GENERAL PROVISIONS FORM and all Crime Coverage Forms forming part of the Policy. The other provisions of this endorsement apply only to the EMPLOYEE DISHONESTY COVERAGE FORM A—BLANKET.

PROVISIONS

In compliance with certain provisions of the Employee Retirement Income Security Act (ERISA):

1. "Employee" also includes any natural person who is:
 - a. A trustee, an officer, employee, administrator or a manager, except an administrator or a manager who is an independent contractor, of any Employee Welfare or Pension Benefit Plan (hereafter called Plan) insured under this insurance, and
 - b. Your director or trustee while that person is handling funds or other property of any Plan insured under this insurance.
2. If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for the EMPLOYEE DISHONESTY COVERAGE FORM that is sufficient to provide an amount of insurance for each Plan that is at least equal to that required if each Plan were separately insured.
3. If the Insured first named in the Declarations is an entity other than a Plan, any payment we make to that Insured for loss sustained by any Plan will be held by that Insured for the use and benefit of the Plan(s) sustaining the loss.
4. If two or more Plans are insured under this insurance, any payment we make for loss:
 - a. Sustained by two or more plans or
 - b. Of commingled funds or other property of two or more Plansthat arises out of one "occurrence", is to be shared by each Plan sustaining loss in the proportion that the amount of insurance required for each such Plan under ERISA provisions bears to the total of those amounts.
5. The **Deductible** provision of the EMPLOYEE DISHONESTY COVERAGE FORM does not apply to loss sustained by any Plan subject to ERISA which is insured under this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD FAITHFUL PERFORMANCE OF DUTY

This endorsement applies only to PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM O or P.

PROVISIONS

1. The following is added as a Covered Cause of Loss:

Failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your Covered Property.

2. The following Additional Exclusion is added:

Depository Failure: loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.

3. Part D.2.a.(1) of the Coverage Form is deleted and the following substituted:

Immediately upon discovery by you or any official or employee authorized to manage, govern or control your employees of any act on the part of an "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of this Coverage Form, as amended by this endorsement.

4. Part D.2.c. of the Coverage Form is deleted and the following substituted:

Indemnification: We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your Covered Property.



CALIFORNIA PREMIUM RIDER

Home Office
P.O. Box 1227
Baltimore, MD 21203

If this form is issued concurrently with the bond, this Attaching Clause need not be completed.		
INSURED Association of Bay Area Governmental (ABAG) Plan Corporation		<input checked="" type="checkbox"/> Fidelity & Deposit Company of Maryland <input type="checkbox"/> Colonial American Casualty & Surety Company
BOND NO. CCP 004 81 87	EFFECTIVE DATE OF RIDER July 1, 2000	(Company designated by X in box)

It is agreed that:

- In compliance with the ruling of the Commissioner of Insurance of the State of California and the Opinion of the Attorney General of that State requiring that the premium for all bonds or policies be endorsed thereon, the basic premium charged for the attached bond for the period from **July 1, 2000** to **July 1, 2001** is **Thirteen Thousand Nine Dollars (\$13,979.)**.
Hundred Seventy-Nine Dollars and 00/100

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

ATTEST

By

James D. Keenan Jr.
Secretary

Richard H. Williams
President

Countersigned

Authorized Representative

Idt - 8/3/00



THIS ENDORSEMENT CHANGES THE POLICY
PLEASE READ IT CAREFULLY

ENDORSEMENT A

NAMED INSUREDS

1. The **Named Insured** listed in **Common Policy Declarations FORM A** shall include the following:

- Association of Bay Area Governments (ABAG) Plan Corporation
- City of American Canyon
 - American Canyon Financing Authority
 - American Canyon Redevelopment Agency
- Town of Atherton
 - Atherton Channel Drainage District
- City of Belvedere
 - Belvedere - Tiburon Library Agency
 - Belvedere Public Financing Corporation
 - Belvedere - Tiburon Joint Recreation Committee
- City of Benicia
- City of Burlingame
 - Burlingame Financing Authority
 - Burlingame Redevelopment Agency
- City of Campbell
 - Campbell Redevelopment Agency
 - West Valley Solid Waste Management Authority
- City of Colma
 - E.G. Finance Authority
- City of Cupertino
- City of Dublin
- East Palo Alto
- City of Foster City
 - Estero Municipal Improvement District
 - Community Development Agency (Redevelopment)
 - Public Finance Authority
- City of Gilroy
- City of Half Moon Bay
- City of Los Altos
- Town of Los Altos Hills
- Town of Los Gatos
 - Include Public Officials:
 - Marian Cosgrove, Town Clerk
 - Michelle Braucht, Finance Manager/Director
 - Geoffrey Lamb, Treasurer
 - David W. Knapp, Town Manager
- City of Millbrae
 - Millbrae Redevelopment Agency
- City of Milpitas
 - Milpitas Redevelopment Agency
- City of Morgan Hill
 - Morgan Hill Redevelopment Agency

THIS ENDORSEMENT CHANGES THE POLICY
PLEASE READ IT CAREFULLY

ENDORSEMENT B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement applies only to PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM O OR P.
PROVISIONS

Additional exclusions D.1.c. and D.1.d. are deleted.

(Authorized Representative Signature)

THIS ENDORSEMENT CHANGES THE POLICY
PLEASE READ IT CAREFULLY

ENDORSEMENT C

Amend General Definitions

To be attached to and form a part of CRIME GENERAL PROVISIONS.

PROVISIONS

1. Section C, entitled "General Definitions" shall be amended to include the following:
 5. The underwriter shall be liable for reasonable expenses incurred by the Insured, **not to exceed \$25,000**, by reason of the Insured having retained outside accountants, attorneys, consultants or experts to determine the amount and extent of loss covered and paid under this policy. The Underwriter shall not be liable to reimburse the Insured for said expenses unless such covered loss exceeds the Policy Deductible, independently of the amount of any claims expense.

2. All other terms, conditions and limitations remain the same except as herein expressly modified

(Authorized Representative Signat

THIS ENDORSEMENT CHANGES THE POLICY
PLEASE READ IT CAREFULLY

ENDORSEMENT D

DIMUNITION OF DEDUCTIBLE

It is understood and agreed that:

Should any loss be discovered which is partly recoverable under this Policy and partly recoverable under a prior bond or policy containing a deductible amount, the deductible amount shall be reduced by the deductible amount applied to such loss by the superseded insurance carrier. No deductible shall apply to loss sustained or discovered by any Employee Benefit Plans.

(Authorized Representative Signature)

THIS ENDORSEMENT CHANGES THE POLICY
PLEASE READ IT CAREFULLY

ENDORSEMENT E

POLICY CHANGES

It is agreed that:

1. Section A.2.b. *Cancellation* in the **Common Policy Conditions** is deleted in its entirety and replaced by: "90 days before the effective date of cancellation if we cancel for any other reason."
2. General Definitions C.1.a.(1) "*Employee means*" in the **Crime General Provisions** is deleted in its entirety and replaced by: "While in your service (and for 90 days after termination of service)."

(Authorized Representative Signature)

THIS ENDORSEMENT CHANGES THE POLICY
PLEASE READ IT CAREFULLY

ENDORSEMENT F

Amend Cancellation as to Any Employee

Provisions

1. Section D. 2. a. in the EMPLOYEE DISHONESTY COVERAGE FORM is deleted in its entirety and replaced by:

2. Additional Condition

Cancellation As To Any Employee: This insurance is cancelled as to any "employee":

- a. Immediately upon discovery by:

- (1) You; or
 - (2) Any of your partners, officers or directors not in collusion with the "employee"

of any dishonest act committed in an amount greater than \$10,000 by that "employee" whether before or after becoming employed by you.

2. All other terms, conditions and limitations remain the same except as herein expressly modified.

(Authorized Representative Signature)

THIS ENDORSEMENT CHANGES THE POLICY
PLEASE READ IT CAREFULLY

ENDORSEMENT G

Amend Duties in the Event of Loss

Provisions

1. General Conditions B. 5 Duties in the Event of Loss in the CRIME GENERAL PROVISIONS is deleted in its entirety and replaced by:
 5. Duties in the Event of Loss: After discovery by the Risk Manager (or the person designated to handle insurance matters for the named insured) of a loss or a situation that may result in loss of or loss from damage to, Covered Property you must:
 - a. Notify us as soon as possible
 - b. Submit to examination under oath at our request and give us a signed statement of your answers.
 - c. Give us a detailed, sworn proof of loss within 120 days.
 - d. Cooperate with us in the investigation and settlement of any claim.
2. All other terms, conditions and limitations remain the same except as herein expressly modified.

(Authorized Representative Signature)



**ASSOCIATION OF BAY AREA GOVERNMENTS PLAN CORPORATION
COMMERCIAL CRIME
JULY 1, 2000 TO JULY 1, 2001**

MEMBER CITIES

CITY OF AMERICAN CANYON

American Canyon Financing Authority
American Canyon Redevelopment Agency

TOWN OF ATHERTON

Atherton Channel Drainage District

CITY OF BELVEDERE

Belvedere-Tiburon Library Agency
Belvedere Public Financing Corporation
Belvedere-Tiburon Joint Recreation Committee

CITY OF BENICIA

CITY OF BURLINGAME

Burlingame Financing Authority
Burlingame Redevelopment Agency

CITY OF CAMPBELL

Campbell Redevelopment Agency
West Valley Solid Waste Management Authority

CITY OF COLMA

E.G. Finance Authority

CITY OF CUPERTINO

CITY OF DUBLIN

EAST PALO ALTO

CITY OF FOSTER CITY

Estero Municipal Improvement District
Community Development Agency (Redevelopment)
Public Finance Authority



CITY OF GILROY

CITY OF HALF MOON BAY

CITY OF LOS ALTOS

TOWN OF LOS ALTOS HILLS

TOWN OF LOS GATOS

Include Public Officials:
Marian Cosgrove, Town Clerk
Michelle Braucht, Finance Manager/Director
Geoffrey Lamb, Treasurer
David W. Knapp, Town manager

CITY OF MILLBRAE

Millbrae Redevelopment Agency

CITY OF MILPITAS

Milpitas Redevelopment Agency

CITY OF MORGAN HILL

Morgan Hill Redevelopment Agency

CITY OF NEWARK

Newark Redevelopment Agency
Newark Betterment Corporation
Newark Economic Development Corporation

CITY OF PACIFICA

Pacifica Financing Authority
Pacifica Redevelopment Agency

TOWN OF PORTOLA VALLEY

TOWN OF ROSS

Ross Recreation

CITY OF SAN BRUNO

San Bruno Improvement Agency

CITY OF SAN CARLOS

City of San Carlos Redevelopment Agency
San Carlos Municipal Sewer District #1
San Carlos Senior Center Authority

CITY OF SARATOGA

City of Saratoga Public Finance Authority
The Friends of the Warner Hutton House

CITY OF SOUTH SAN FRANCISCO

South San Francisco Redevelopment Agency
South San Francisco Conference Center Authority
South San Francisco Capital Improvements Financing Authority
South San Francisco Housing Authority
South San Francisco Public Facilities Corporation
South San Francisco Parking Place Commission

CITY OF SUISUN CITY

Suisun City Redevelopment Agency
Suisun City Housing Authority
Suisun City Public Financing Authority
Suisun-Solano Water Authority
Bay Homes Development Corporation
Humphrey Place Apartments

TOWN OF TIBURON

Tiburon Redevelopment Agency
Tiburon Public Financing Authority

TOWN OF WOODSIDE

Woodside Public Improvement Corporation