City of Fort Wayne Public Official Bonds Now Covered By Crimeshield Policy for Governmental Entities-Hartford Insurance Company:
(Per City Ordinance Chapter 31: 31.04)

City Clerk: Sandra Kennedy
Amount Fixed by City Council (Ord. 31.04)(IC 5-4-1-18): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18):Yes 2/6/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
Surety Company: Hartford Insurance Company
Term: 01/01/2000 – Until Cancelled
Limit of Insurance per Employee: $100,000.00
Policy #: 36BPEAG7051
Bound to State of Indiana (IC 5-4-1-10): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

City Inspector of Weights & Measures: Gary Brown
Amount Fixed by City Council (Ord. 31.04)(IC 5-4-1-18) (IC 2-6-3-5) (IC 36-8-2-12): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18): Yes 2/6/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
Surety Company: Hartford Insurance Company
Term: 01/01/2000—Until Cancelled
Limit of Insurance per Employee: $100,000.00
Policy#: 36BPEAG7051
Bound to State of Indiana(IC 5-4-1-10): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

Public Safety Director: Russell York
Amount Fixed by City Council (Ord. 31.04)(IC 5-4-1-18): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18): Yes 2/6/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
Surety Company: Hartford Insurance Company
Term: 01/01/2000—Until Cancelled
Limit of Coverage per Employee: $100,000.00
Policy#: 36BPEAG7051
Bound to State of Indiana (IC 5-4-1-10): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

Public Safety Director: Timothy Davie
Amount Fixed by City Council (Ord. 31.04)(IC 5-4-1-18): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18): Yes 2/6/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
Surety Company: Hartford Insurance Company
Term: 01/01/2000 – Until Cancelled
Limit of Coverage per Employee: $100,000.00
Policy#: 36BPEAG7051
Bound to State of Indiana (IC 5-4-1-19): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

Board of Public Works: Gregory Mesaros
Amount Fixed by City Council (Ord. 31.04)(IC 5-4-1-18): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18): Yes 2/06/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
Surety Company: Hartford Insurance Company
Term: 01/01/2000 – Until Cancelled
Limit of Coverage per Employee: $100,000.00
Policy#: 36BPEAG7051
Bound to State of Indiana (IC 5-4-1-10): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

Police Pension Secretary: Ronald Buskirk
Amount Fixed by City Council (Ord. 31.04)(IC 36-8-6-3(E)): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18): Yes 2/06/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
Surety Company: Hartford Insurance Company
Term: 01/01/2000—Until Cancelled
Limit of Coverage per Employee: $100,000.00
Policy#: 36BPEAG7051
Bound to State of Indiana (IC 5-4-1-10): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

Fire Pension Board President: Timothy Davie
Amount Fixed by City Council (Ord. 31.04)(IC 36-8-7-10(C)): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18): Yes 2/06/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
Surety Company: Hartford Insurance Company
Term: 01/01/2000 – Until Cancelled
Limit of Coverage per Employee: $100,000.00
Policy#: 36BPEAG7051
Bound to State of Indiana (IC 5-4-1-10): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

Sanitary Officers' Pension Secretary: John D. Camperman
Amount Fixed by City Council (Ord. 31.04)(IC 5-4-1-18): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18):Yes 2/06/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
Surety Company: Hartford Insurance Company
Term: 01/01/2000 – Until Cancelled
Limit of Coverage per Employee: $100,000.00
Policy#: 36BPEAG7501
Bound to State of Indiana (IC 5-4-1-10): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

Pension Secretary—Water, Sewer, and Electric Departments: Margaret Ferguson
Amount Fixed by City Council (Ord. 31.04)(IC 5-4-1-18): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18):Yes 2/06/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
Surety Company: Hartford Insurance Company
Term: 01/01/2000 – Until Cancelled
Limit of Coverage per Employee: $100,000.00
Policy#: 36BPEAG7501
Bound to State of Indiana (IC 5-4-1-10): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

Redevelopment Commissioner: Steven E. McElhoe
Amount Fixed by City Council (Ord. 31.04)(IC 5-4-1-18): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18): Yes 2/06/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
Surety Company: Hartford Insurance Company
Term: 01/01/2000 – Until Cancelled
Limit of Coverage per Employee: $100,000.00
Policy#: 36BPEAG7501
Bound to State of Indiana (IC 5-4-1-10): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

Redevelopment Commissioner: John Sullivan
Amount Fixed by City Council (Ord. 31.04)(IC 5-4-1-18): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18): Yes 2/06/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
Surety Company: Hartford Insurance Company
Term: 01/01/2000 – Until Cancelled
Limit of Coverage per Employee: $100,000.00
Policy #: 36BPEAG7501
Bound to State of Indiana (IC 5-4-1-10): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

Redevelopment Commissioner: Christopher D. Guerin
Amount Fixed by City Council (Ord. 31.04)(IC 5-4-1-18): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18): Yes 2/06/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
Surety Company: Hartford Insurance Company
Term: 01/01/2000 – Until Cancelled
Limit of Coverage per Employee: $100,000.00
Policy#: 36BPEAG7501
Bound to State of Indiana (IC 5-4-1-10): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

Redevelopment Commissioner: C. Elisia Frazier
Amount Fixed by City Council (Ord. 31.04)(IC 5-4-1-18): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18): Yes 2/06/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
Surety Company: Hartford Insurance Company
Term: 01/01/2000 – Until Cancelled
Limit of Coverage per Employee: $100,000.00
Policy#: 36BPEAG7501
Bound to State of Indiana (IC 5-4-1-10): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

Redevelopment Commissioner: Jack Scott
Amount Fixed by City Council (Ord. 31.04)(IC 5-4-1-18): Yes
Policy Approved by the Mayor & City Controller (Ord. 31.04)(IC 5-4-1-18): Yes 2/06/2003
Amount of Coverage Required per Employee (Ord. 31.04)(IC 5-4-1-18): $100,000.00
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Bound to State of Indiana (IC 5-4-1-10): Yes
Faithful Performance (IC 5-4-1-19): Yes
Recorded (IC 5-4-1-5.1): On file at County Recorder's Office

Crime*SHIELD* Policy
for Governmental Entities

Co Code
[1] Hartford Fire Insurance Company
Hartford, CT 06115
[3] Hartford Casualty Insurance Company
Hartford, CT 06115
[ ]

Co Code
[F] Hartford Insurance Company of Illinois
Naperville, IL 60566
[G] Hartford Insurance Company of the Midwest
Indianapolis, IN 46204
[J] Hartford Insurance Company of the Southeast
Maitland, FL 32751

The Company is shown above by Co. Code [1] **POLICY NUMBER** 36BPEDS2073

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 stated in this Policy.

DECLARATIONS

ITEM

1. **Named Insured:** CITY OF FORT WAYNE

2. **Mailing Address:** 203 WEST WAYNE
FORT WAYNE, IN 46802

3. **Policy Period:** from January 1, 2006 until cancelled
(12:01 A.M. Standard Time at Your Mailing Address)

4. **Coverages, Limits of Insurance and Deductibles:**
Insuring Agreements, Limit of Insurance and Deductible Amounts shown below are subject to all of the terms of this policy that apply.

Insuring Agreements Forming Part of This Policy			Limit of Insurance	Deductible Amount
1.A.	Employee Theft - Per Loss		$100,000	$2,500
1.B.	Employee Theft - Per Employee		$0	$0
2.	Depositors Forgery or Alteration		$100,000	$2,500
3.	Theft, Disappearance and Destruction	*Money, Securities and Other Property*	$100,000	$2,500
4.	Robbery and Safe Burglary - *Money and Securities*		$0	$0
5.	Computer and Funds Transfer Fraud		$100,000	$2,500

5. **Form Numbers of Endorsements Forming Part of This Policy When Issued:**
CLAIM-03, F-4214-0, F-4222-0, F-4234-0, F-4259-0, F-4281-0, F-4290-0, F-4328-0, F-5012-0

6. **Cancellation of Prior Insurance:** By acceptance of this Policy you give us notice cancelling prior policies or bonds numbered: 36BPEAG7051 the cancellations to be effective at the time this policy becomes effective.

This Policy has been signed by the Company's President and Secretary, but it shall not be binding unless it is countersigned by its authorized representative.

Michael S. Wilder, *Secretary*

Countersigned by: Acordia

Ramani Ayer, *President & COO*

, Authorized Representative

Throughout this Policy the words "you" and "your" refer to the named Insured in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have a special meaning. Refer to Section V., Exclusions; Section VI., General Conditions; and Section VII., Definitions, to determine where this Policy restricts coverage.

I. CONSIDERATION CLAUSE

In exchange for the payment of premium and subject to the Declarations, Insuring Agreements, Exclusions, General Conditions, Definitions and terms of this Policy, we will pay for loss which you sustain resulting directly from acts committed or events occurring at any time and discovered by you during the Policy Period shown in the Declarations or during the period of time provided in General Condition L., EXTENDED PERIOD TO DISCOVER LOSS.

II. INSURING AGREEMENTS

Coverage is provided under the following Insuring Agreements if either an amount is stated in the Insuring Agreement or for which there is a Limit of Liability shown in the Declarations.

A. INSURING AGREEMENT 1.A. - EMPLOYEE THEFT - PER LOSS

We will pay for loss of or damage to "money", "securities" and "other property" in any one "occurrence" which results directly from "theft" by an "employee", whether or not identifiable, while acting alone or in collusion with other persons. In this Insuring Agreement, "occurrence" means all loss caused by, or involving, one or more "employees" whether the result of a single act or a series of acts.

B. INSURING AGREEMENT 1.B. - EMPLOYEE THEFT - PER EMPLOYEE

We will pay for loss of or damage to "money", "securities" and "other property" In any one "occurrence" which results directly from "theft" by an "employee", whether or not identifable, while acting alone or in collusion with other persons. In this Insuring Agreement, "occurrence" means all loss up to the Limit of Liability caused by *each* "employee", whether the result of a single act or a series of acts.

C. INSURING AGREEMENT 2. - DEPOSITORS FORGERY OR ALTERATION

1. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are
   a. made or drawn upon you; or
   b. made or drawn upon one acting as your agent and drawn on your account

   or that are purported to have been so made or drawn.
2. We will treat mechanically reproduced signatures the same as handwritten signatures.
3. If you are sued for refusing to pay any instrument in C.1. above, on the basis that it has been forged or altered and you have our written consent to defend against that suit, we will pay for any reasonable legal expenses that you incur and pay in such defense. The amount that we will pay is in addition to the Limit of Liability applicable to this Insuring Agreement. If a Deductible Amount applies to this Insuring Agreement, we will also apply it to the amount of legal expenses incurred in this Insuring Agreement.
4. 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 and describing both sides of said instrument.
5. This Insuring Agreement covers loss you sustain anywhere in the world; the Territory General Condition does not apply.

D. INSURING AGREEMENT 3. - THEFT, DISAPPEARANCE AND DESTRUCTION - MONEY, SECURITIES AND OTHER PROPERTY

1. INSIDE THE PREMISES

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises" resulting directly from "theft", disappearance or destruction.

b. We will pay for loss of or damage to "other property"
   (1) inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
   (2) inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

c. We will pay for loss from damage to the "premises" or its exterior resulting from an actual or attempted
   (1) "theft" of "money" or "securities"; or
   (2) "robbery" or "safe burglary" of "other property"
   if you are the owner of the "premises" or are liable for damage to it.

d. We will pay for loss of or damage to a locked safe, vault, cash register, or cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" or unlawful entry into those containers.

2. OUTSIDE THE PREMISES

We will pay for
a. loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft', disappearance or destruction; or
b. loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

E. INSURING AGREEMENT 4. - ROBBERY AND SAFE BURGLARY - MONEY AND SECURITIES

1. INSIDE THE PREMISES

We will pay for loss of or damage to "money" and "securities"
a. resulting directly from an actual or attempted "robbery" of a "custodian" inside the "premises"; or
b. resulting directly from an actual or an attempted "safe burglary" occurring inside the "premises" or inside a "banking premises".

2. OUTSIDE THE PREMISES

We will pay for loss of or damage to "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

F. INSURING AGREEMENT 5. - COMPUTER AND FUNDS TRANSFER FRAUD

We will pay for loss of and loss from damage to "money", "securities" and "other 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"
1. to a person (other than a "messenger") outside those "premises"; or
2. to a place outside those "premises".

And, we will pay for loss of "money" or "securities" through "funds transfer fraud" resulting directly from "fraudulent transfer instructions" communicated to a "financial institution" and instructing such institution to pay, deliver, or transfer "money" or "securities" from your "transfer account".

G. INSURING AGREEMENT 6. - MONEY ORDERS AND COUNTERFEIT CURRENCY

1. We will pay for loss resulting directly from your having in good faith, in exchange for merchandise, "money" or services accepted
   a. money orders issued by any post office, express company or bank in the United States of America or Canada that are not paid upon presentation; and
   b. "counterfeit" United States of America or Canadian Paper currency

   that is acquired during the regular course of business. The Limit of Insurance under this insuring agreement is $50,000. and there is no deductible applying to loss covered under this agreement.
2. You must notify the police if you have reason to believe that you have accepted a "counterfeit" money order or "counterfeit" paper currency.

III. LIMIT OF INSURANCE

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

IV. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of the 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 that more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount will be applied.

You must give us notice as soon as possible of any loss of the type insured under the Policy if, in your best estimation, such loss will, or will appear to exceed 25% of the current Deductible Amount for the Insuring Agreement under which the loss has occurred.

V. EXCLUSIONS *(Applying To All Insuring Agreements Unless Otherwise Specified)*

This Policy Does Not Apply To And We Will Not Pay For:

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

B. **Acts of Employees, Managers, Directors, Trustees or Representatives**
   Loss resulting from "theft" or any other dishonest or criminal act committed by any of your "employees", managers, directors, trustees or representatives whether acting alone or in collusion with other persons or while performing services for you or otherwise except when covered under Insuring Agreement 1.A. or 1.B.

C. **Bonded Employee**
   Loss caused by any "employee" required by law to be individually bonded.

D. **Damages**
   Damages for which you are legally liable as a result of:
   1. the deprivation 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.

E. **Employee Cancelled Under Prior Insurance**
   Loss cause by any "employee" of yours or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last cancellation.

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

G. **Fire**
   Loss from damage to the premises resulting from fire, however caused, **except** for loss of or damage to "money" or "securities" and loss from damage to a safe or vault under Insuring Agreement 3. and 4.

H. **Governmental Action**
   Loss resulting from seizure or destruction of property by order of governmental authority.

I. **Indirect Loss**

Loss that is an indirect result of any act or "occurrence" covered by this Policy including but not limited to loss resulting from

1. your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
2. payment or damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this policy.
3. payment of costs, fees or other expenses you incur in establishing either the existence of or the amount of loss under this policy.

J. **Inventory Shortages**

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

1. an inventory computation; or
2. a profit and loss computation.

However, where you establish wholly apart from such inventory computations that you have sustained a loss covered under this Policy, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

K. **Legal Expenses**

Expenses related to any legal action except when covered under Insuring Agreement 2.

L. **Money Operated Devices**

Loss of property contained in any money operated device unless the amount of any "money" deposited in it is recorded by a continuous recording instrument in the device.

M. **Motor Vehicles or Equipment And Accessories**

Loss of or damage to motor vehicles, trailers, or semi-trailers or equipment or accessories attached to them.

N. **Nuclear**

Loss resulting from nuclear reaction, nuclear radiation, or radioactive contamination, or any related act or incident.

O. **Trading Losses**

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

P. **Transfer or Surrender of Property**

Loss of or damage to property of any kind after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises"

1. on the basis of unauthorized instructions; or
2. as a result of a threat to do bodily harm to any person; or
3. as a result of a threat to do damage to any property.

But this Exclusion does not apply under Insuring Agreement 3. or 4. to loss of "money", "securities" and "other property" while outside the "premises" or "banking premises" in the care and custody of a "messenger" if you:

1. had no knowledge of any threat at the time that the conveyance began; or
2. had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

Q. **Treasurer or Tax Collector**

Loss caused by a treasurer or tax collector by whatever name known.

R. **Vandalism**

Loss from damages to the "premises" or to the exterior of any safe, vault, cash box, cash drawer or cash register by vandalism or mischief.

S. **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.

T. **War and Similar Actions**

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion, or revolution, or any related act or incident.

VI. GENERAL CONDITIONS

A. ARMORED MOTOR VEHICLE COMPANIES

Under Insuring Agreements 3. and 4. 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 or from the armored motor vehicle company.

B. CALCULATION OF PREMIUM

The premium charged for this policy was computed based on rates in effect at the time the Policy was issued. On each renewal, continuation, or anniversary of the effective date of this Policy, we will compute the premium in accordance with our rates and rules then in effect.

C. CANCELLATION OR NONRENEWAL OF POLICY

1. CANCELLATION

a. The first named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) 90 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.

e. If this policy is cancelled, we will send the first named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. NONRENEWAL

a. We may elect not to renew this Policy at each annual anniversary date.

b. If we decide not to renew this policy, we will mail or deliver written notice to the first named Insured shown in the Declarations, at the address shown in this Policy, at least 90 days before the annual anniversary date.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CANCELLATION AS TO ANY EMPLOYEE

Insuring Agreement 1.A. or 1.B. is cancelled as to any "employee"

a. immediately upon discovery by you or any official or employee authorized to manage, govern, or control your "employees", of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

b. on the date specified in a notice mailed to you. The date will be at least 30 days after the date of the mailing. And, 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.

E. CHANGES

This Policy contains all of 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.

F. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning

1. this Policy;
2. the property covered under this Policy;
3. your interest in the property covered under this Policy; or
4. a claim under this Policy.

G. CONSOLIDATION OR MERGER

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity, any additional persons become "employees" or you acquire the use and control of any additional "premises"

1. you must give us written notice and obtain our written consent to extend this insurance to such additional "employees" or "premises". We may condition our consent upon payment of an additional premium; but there shall only be a premium charge if such merger or acquisition results in a 15%, or greater, increase in the number of "employees", assets or revenues acquired through the merger or acquisition.
2. For the first 60 days after the effective date of such consolidation, merger, acquisition of assets or liabilities, any insurance afforded for "employees" or "premises" also applies to these additional "employees" or "premises" for acts committed within this 60 day period.

H. DISCOVERY

1. We will pay for loss which you sustain through acts or events committed or occurring at any time and which are discovered by you during the Policy Period or during the period provided in General Condition L., EXTENDED PERIOD TO DISCOVER LOSS.
2. Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this Policy has been, or may be incurred even though the exact amount or the details of the loss may not then be known.
3. Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts, which if true, would constitute a covered loss under this policy.

I. DUTIES IN THE EVENT OF LOSS

After you discover a loss or a situation which may result in a loss of or damage to "money", "securities" or "other property", you must

1. notify us as soon as possible but no later than 60 days after discovery of loss.
2. submit to examination under oath at our request and give us a signed statement of your answers.
3. give us a detailed, sworn proof of loss within 120 days.
4. cooperate with us in the investigation and settlement of any claim.
5. notify the police if you have reason to believe that your loss involves a violation of law.

J. EMPLOYEE BENEFIT PLANS

1. If any one or more "employee benefit Plans" are insured jointly with any other entity under this Policy, you or the plan administrator must select a Limit of Insurance for Insuring Agreement 1. that is sufficient to provide a Limit of Insurance for each Plan which is at least equal to that required if each Plan were separately insured.
2. If the first named Insured is an entity other than a Plan, any payments we make to the 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.
3. If two or more Plans are insured under this Policy, any payment which we make for loss sustained by two or more Plans, or of commingled "funds" or "other property" of two or more Plans, which arises out of one "occurrence", is to be shared by each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total of those limits.
4. This Policy insures those Plans which are named as additional Insureds in the Declarations or on any attached Schedule for loss through fraud or dishonesty as defined in Section 2580.412-9 of the Employee Retirement Income Security Act (ERISA) as amended. For any Plans not specifically named as Insureds, this Policy is deemed to be in compliance with, and satisfy the

bonding requirements of Section 2580.412.11 of the act. This insurance provides a Limit of Insurance which is equal to 10% of the amount of the funds handled or $500,000., whichever is less, for each Plan bonded and the minimum Limit of Insurance for any Plan shall be $1,000. The Limit of Insurance available for any Plan loss will be determined by the amount of funds handled on the date when any covered loss occurs subject to the foregoing limitations.

5. The Deductible provision which applies to the Employee Theft Insuring Agreement shall not apply to loss which is sustained by any Plan subject to ERISA and which Plan is covered under this insurance.

K. EXAMINATION OF YOUR BOOKS AND RECORDS

1. 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.
2. We may also examine and audit the books and records of any organization which you newly acquire and that is deemed to be a named Insured under this Policy.

L. EXTENDED PERIOD TO DISCOVER LOSS

1. We will pay for loss which you sustained prior to the effective date of termination or cancellation of this insurance, which is discovered by you
   a. no later than 60 days from the date of the termination, cancellation or non-renewal; and
   b. as respects any "employee benefit Plan(s)", no later than 1 year from the date of that termination, cancellation or non-renewal.
2. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you to replace, in whole or in part, the insurance afforded by this Policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

M. FACSIMILE SIGNATURES

We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

N. 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 "theft" by an "employee" who serves under them, subject to the Limit of Insurance.

O. INSPECTION AND SURVEYS

1. We have the right but are not obligated to
   a. make inspections and surveys at any time;
   b. give you reports on the conditions we find; and
   c. recommend changes.
2. 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 the safety of workers or the public. And, we do not warrant that conditions
   a. are safe or healthful; or
   b. comply with laws, regulations, codes or standards.
3. 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.

P. JOINT INSURED

1. If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes of this Policy. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
2. If any Insured or officer of an Insured has knowledge of any information relevant to this Policy, that knowledge is considered to be knowledge of every Insured.
3. An "employee" of any Insured is considered to be an "employee" of every Insured.
4. If this Policy or any of its Insuring Agreements is cancelled, terminated or non-renewed as to any Insured, loss sustained by that Insured is covered only if discovered by you during the period of time provided in General Condition L., EXTENDED PERIOD TO DISCOVER LOSS. And, this extended period to discover loss also terminates in accordance with paragraph 2 of that condition.

5. We will not pay a greater amount for loss sustained by more than one Insured than we would pay if all of the loss had been sustained by one Insured.

Q. LEGAL ACTION AGAINST US

You may not bring any legal action against us involving loss

1. unless you have complied with all the terms of this Policy; and
2. until 90 days after you have filed proof of loss with us; and
3. unless such action is brought within 2 years from the date that you discover such loss.

R. LIBERALIZATION

If we adopt any revision that would broaden the coverage within the Policy without additional premium within 45 days prior to or during the Policy Period, the broadened coverage will immediately apply to this Policy.

S. LOSS COVERED UNDER MORE THAN ONE INSURING AGREEMENT OF THIS POLICY

If two or more Insuring Agreements of this Policy apply to the same loss, we will pay the lesser of

1. the actual amount of loss; or
2. the sum of the Limits of Insurance applicable to those Insuring Agreements.

T. NON ACCUMULATION OF LIMIT OF INSURANCE

Regardless of the number of years this Policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or Policy Period to Policy Period.

U. OTHER INSURANCE

1. This policy does not apply to loss recoverable or recovered under other insurance or indemnity. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this Policy 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.
2. However, this Policy will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.

V. OWNERSHIP OF PROPERTY; INTERESTS COVERED

1. The property covered under this Policy is limited to property
   a. that you own or lease; or
   b. for which you are legally liable.

W. PREMIUMS

The first named Insured is responsible for the payment of all premiums and will be the payee for all return premiums we pay.

X. RECORDS

You must keep records of all property covered under this policy so we can verify the amount of any loss.

Y. RECOVERIES

1. Any recoveries, less the cost of obtaining them, made after the settlement of loss covered by this Policy will be distributed
   a. to you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
   b. then to us, until we are reimbursed for the settlement made; and
   c. then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.
2. Recoveries do not include any recovery
   a. from insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
   b. of original "securities" after duplicates of them have been issued.

Z. SOLE BENEFIT

This insurance is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this policy may be brought by anyone but you.

AA. SPECIAL LIMIT OF INSURANCE FOR SPECIFIED PROPERTY (Insuring Agreement 3.)

We will pay no more than $5,000. for any one "occurrence" of loss of or damage to

1. precious metals, precious or semi-precious stones, pearls, furs or completely or partially completed articles made of or 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.

BB. TERRITORY

This Policy covers acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico or Canada. However, we will pay for loss under Insuring Agreement 1. which is caused by an "employee" while temporarily outside of the territories named in this General Condition for a period of not more than 90 consecutive days.

CC. 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.

DD. VALUATION

1. Subject to the applicable Limit of Insurance, we will pay for
   a. loss of "money" but only up to and including its face value. We may, at our option, pay for a loss of "money" issued by other than the United States of America in either the face value in the "money" issued in that country, or, in the United States of America dollar equivalent determined by the rate of exchange on the day that the loss occurred.
   b. loss of "securities' but only up to and including their value at the close of business on the day that the loss was discovered. But, we may, at our option, 1) pay the value of such "securities", 2) replace them in kind in which event you must assign to us all your rights, title and interest in and to those "securities" or 3) 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
      (1) the value of the "securities" at the close of the business on the day the loss was discovered; or
      (2) the Limit of Insurance.
   c. loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation, subject to 2. below. However, we will not pay for more than the lesser of
      (1) the Limit of Insurance applicable to the lost or damaged property; or
      (2) the cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
      (3) the amount that you actually spend that is necessary to repair or replace the lost or damaged property.
2. We will not pay on a replacement cost basis for any loss or damage
   a. until the lost or damaged property is actually repaired or replaced; and
   b. unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

   If the lost or damaged property is not repaired or replaced, we will pay based on actual cash value.
3. We may, at our option, pay for loss of or damage to property other than "money" in the "money" of the country in which the loss occurred; or in the United States of America dollar equivalent of the "money" of the country where the loss occurred determined by the rate of exchange on the day the loss was discovered. Any property that we pay for or replace becomes our property.
4. Loss of or loss from damage to any books or records of account or other records, tapes, disks, or electronic media used by you in the business but only if
   a. such books, records, tapes or disks are actually reproduced and then only for not more than the blank books, pages, tapes and disks or other materials plus the cost of labor for the actual transcription or copying of data which you shall furnish to reproduce such books, records, tapes or disks.

VII DEFINITIONS

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

B. *"Counterfeit"* means an imitation of an actual valid original which is intended to deceive and to be taken as the original

C. *"Custodian"* means any "employee" while having the care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.

D. *"Employee"* means

1. any natural person
   a. while in your service or for 60 days after termination of service; and
   b. who you compensate directly by salary, wages, commissions; and
   c. who you have the right to direct and control while performing services for you; including one
   d. who is performing services for you as the chairman, or a member of any committee and whether compensated or not; or
   e. who is a non-compensated officer; or
   f. who is a volunteer who is not compensated, other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee"; or
   g. who is a former employee, director or trustee retained as a consultant while performing services for you; or
   h. who is a student intern or guest student pursuing studies or duties in any of your offices or "premises".
2. a natural person who is a trustee, officer, "employee", administrator or manager, except an administrator or a manager who is an independent contractor, of any "employee benefit Plan(s)" insured under this Policy; and your director or trustee while that person is handling "funds" or "other property" of "employee benefit Plan(s)" insured under this Policy.
3. a natural person who is furnished temporarily to you to substitute for a permanent "employee" to meet seasonal or short term work load conditions and while that temporary person is subject to your direction and control and performing services for you. However, such persons are excluded while having care and custody of property outside the "premises"; and
   a. "employee" does NOT mean
      (1) any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
      (2) any manager, director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

E. *"Employee benefit Plan(s)"* means any welfare or pension Plan listed in the Declarations, on an attached schedule or for which automatic coverage is afforded that is subject to the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

F. *"Financial institution"* means a bank, savings bank, savings and loan association or similar thrift institution, a stockbroker, mutual fund, liquid assets fund, or similar investment institution in which you maintain a "transfer account".

G. *"Forgery"* means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any reason.

H. *"Fraudulent transfer instructions"* means

1. fraudulent electronic, telegraphic, facsimile, cable, teletype or telephone instructions to a "financial institution" to debit a "transfer account" and to pay, transfer or deliver "money" or "securities" from such account and which instructions purport to have been authorized by you but which have been fraudulently transmitted by another; or
2. fraudulent written instructions to a "financial institution" to debit a "transfer account" and to pay, transfer or deliver "money" or "securities" from such account through an electronic funds transfer system at specified times or under specified conditions and which instructions purport to have been duly authorized by you but which have been fraudulently issued, forged or altered by another.

I. *"Funds transfer fraud"* means "theft" of "money" or "securities" from any of your "transfer accounts" at a "financial institution" and occurring through "fraudulent transfer instructions" communicated to such "financial institution".

J. *"Messenger"* means you or any "employee" while having care and custody of property outside the "premises".

K. *"Money"* means currency, coins and bank notes in current use and having a face value; and travelers checks, register checks and money orders held for sale to the general public.

L. *"Occurrence"* means
   1. as respects the Employee Theft Insuring Agreement, all loss caused by, or involving, one or more "employees", whether the result of a single act or a series of acts.
   2. as respects the Forgery or Alteration Insuring Agreement, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
   3. as respects all other Insuring Agreements, an act or series of related acts involving one or more persons; or an act or event or a series of related acts or events not involving any person.

M. *"Other Property"* means any tangible property other than "money" or "securities" that has intrinsic value but does not include any property excluded under this Policy. "Other property" does **not** include trade secrets, proprietary information, confidential information or any copyrights, patents, trademarks, proprietary manufacturing or processing procedures, or secret or confidential information, including but not limited to credit card numbers, bank account numbers or any similar information.

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

O. *"Robbery"* means the unlawful taking of property from the care and custody of a person by one who has caused or threatened to cause that person bodily harm, or, committed an obviously unlawful act witnessed by that person.

P. *"Safe burglary"* means the unlawful taking of 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, the taking of a safe or vault from inside the "premises".

Q. *"Securities"* means negotiable or non-negotiable instruments or contracts representing either "money" or property and includes tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and, evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

R. *"Theft"* means the unlawful taking of "money", "securities" or "other property" to the deprivation of the Insured.

S. *"Transfer account"* means an account maintained by you at a "financial institution" from which you or your authorized representative may cause the payment, transfer or delivery of "money" or "securities" by any means described in the "fraudulent transfer instructions" definition.

T. *"Watchperson"* means any person who you retain specifically to have the care and custody of property inside the "premises" and who has no other duties.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT INSURED

This endorsement modifies insurance provided under the following:

INSURING AGREEMENT -

- ☐ EMPLOYEE THEFT - INSURING AGREEMENT 1.
- ☒ EMPLOYEE THEFT - INSURING AGREEMENT 1.A.
- ☐ EMPLOYEE THEFT - INSURING AGREEMENT 1.B.
- ☒ DEPOSITORS FORGERY OR ALTERATION - INSURING AGREEMENT 2.
- ☒ THEFT, DISAPPEARANCE AND DESTRUCTION - MONEY, SECURITIES AND OTHER PROPERTY - AGREEMENT 3.
- ☐ ROBBERY AND SAFE BURGLARY - MONEY AND SECURITIES - AGREEMENT 4.
- ☒ COMPUTER AND FUNDS TRANSFER FRAUD - INSURING AGREEMENT .5
- ☐

The following is/are added as a named Insured:

THE FORT WAYNE AND ALLEN COUNTY AIRPORT AUTHORITY; HEADWATER PARK COMMISSION, C/O CITY OF FORT WAYNE PARK DEPARTMENT

The following is/are deleted as a named Insured:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD FAITHFUL PERFORMANCE OF DUTY

This endorsement applies only to GOVERNMENTAL EMPLOYEE THEFT INSURING AGREEMENT 1.A. OR 1.B.

A. SCHEDULE

INSURING AGREEMENT	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT
☒ 1.A.	$100,000	$2,500
☐ 1.B.		

B. PROVISIONS

1. The following is added to the Insuring Agreement:

   We will also pay for loss which is caused by the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your "money", "securities" and "other property".

2. The following **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. Paragraph a. of the **CANCELLATION AS TO ANY EMPLOYEE** General Condition is deleted and replaced by the following:

   a. 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 the Insuring Agreement, as amended by this endorsement.

4. The most we will pay for loss in any one "occurrence" under the Insuring Agreements shown in the **SCHEDULE** and as modified by this endorsement, is the **LIMIT OF INSURANCE** shown in the **SCHEDULE** and its **DEDUCTIBLE AMOUNT**. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations as applicable to the **EMPLOYEE THEFT INSURING AGREEMENT**.

5. 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 "money", "securities" and "other property".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OBLIGEE

This endorsement applies only to GOVERNMENTAL EMPLOYEE THEFT INSURING AGREEMENT 1.A. or 1.B.

Provisions

1. We agree to indemnify STATE OF INDIANCA C/O STATE BOARD OF ACCOUNTING, STATE OFFICE BUILDING, ROOM 912, INDIANAPOLIS IN 46204 , the Obligee, for loss covered by the Insuring Agreement.

2. This Policy may be cancelled by you or by the Obligee as set forth in the **CANCELLATION** General Condition. If we cancel the Policy, we agree to mail or deliver our notices to both you and the Obligee as also set forth in the **CANCELLATION** General Condition.

3. **CANCELLATION AS TO ANY EMPLOYEE** General Condition is deleted and the following substituted:

   1. This insurance is cancelled as to any "employee":

      (a) Immediately upon discovery by the Obligee or by you or any official or employee authorized to manage, govern or control your employees, of any act committed by that "employee" which would constitute a loss under this insurance whether before or after becoming employed by you.

      (b) On the date specified in a notice mailed to the Obligee and 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.

4. By acceptance of this Policy the Obligee and you give us notice cancelling any prior Policy as set forth in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE TO INDIANA POLICYHOLDERS

We are here to serve you . . .

As our policyholder, your satisfaction is very important to us. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

If you are not satisfied . . .

Should you feel you are not being treated fairly, we want you to know you may contact the Indiana Department of Insurance with your complaint and seek assistance from the governmental agency that regulates insurance.

To contact the Department, write or call:

Public Information/Market Conduct
Indiana Department of Insurance
311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787

Consumer Hotline: 1-800-622-4461

In the Indianapolis
Area: 1-317-232-2395

The HARTFORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

* *The Cancellation and Nonrenewal General Conditions do not apply to coverage provided for employee theft (INSURING AGREEMENT 1.), forgery or alteration (INSURING AGREEMENT 2.), or governmental employee theft (INSURING AGREEMENTS 1.A. and 1.B.).*

A. Paragraph b. of the **CANCELLATION** General Condition is replaced by the following:

b.1. **CANCELLATION OF POLICIES IN EFFECT FOR 90 DAYS OR LESS**

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing or delivering to the first named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
(3) 30 days before the effective date of cancellation if we cancel for any other reason.

b.2. **CANCELLATION OF POLICIES IN EFFECT FOR MORE THAN 90 DAYS**

If this Policy has been in effect for more than 90 days, or is a renewal of a Policy we issued, we may cancel this Policy, only for one or more of the reasons listed below, by mailing or delivering to the first named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
(3) 45 days before the effective date of cancellation if:
  (a) There has been a substantial change in the scale of risk covered by this Policy; or
  (b) Reinsurance of the risk associated with this Policy has been canceled.

B. Paragraphs b. and c. of the **NONRENEWAL** General Condition are replaced by the following:

b. If we elect not to renew this Policy, we will mail or deliver to the first named Insured written notice of nonrenewal at least 45 days before:
  (1) The expiration date of this Policy, if the Policy is written for a term of one year or less; or
  (2) The anniversary date of this Policy, if the Policy is written for a term of more than one year.

c. We will mail or deliver our notice to the first named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The **TRANSFER OF YOUR RIGHTS OF RECOVERY AGAINST OTHERS TO US** General Condition is replaced by the following:

TRANSFER OF YOUR RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.
2. The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BRIDGE ENDORSEMENT

The word "Policy" replaces the phrases "Crime General Provisions" and "Crime Coverage Forms" or "Coverage Part" wherever they appear in this Policy or in any endorsement made a part of the Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BRIDGE ENDORSEMENT
DISCOVERY SUPERSEDING LOSS SUSTAINED COVERAGE

This endorsement applies to the Policy and all of the Insuring Agreements forming part of this Policy.

PROVISIONS

If the Policy to which this endorsement is attached has replaced similar prior insurance written by a company other than us, and such other insurance provided a period of time to discover loss occurring prior to the termination or cancellation of that coverage, then, the **OTHER INSURANCE** General Condition is amended by adding the following:

3. If a loss is discovered within the period provided by prior insurance to discover losses, we will not pay for such loss unless the amount exceeds the Limit of Insurance under your prior Policy. We will then only pay you for any excess loss subject to the Insuring Agreements, Exclusions and General Conditions of this Policy.

4. Any payment that we make to you under this insurance shall not exceed the difference between the amount of insurance under your prior Policy and the Limit of Insurance shown in the Declarations and we will not apply our **Deductible Amount** to any excess loss payment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND GENERAL CONDITION J. 4. - EMPLOYEE BENEFIT PLANS

This endorsement applies to the CrimeSHIELD Policy for Governmental Entities.

PROVISIONS

SECTION VI. GENERAL CONDITIONS, J. 4. EMPLOYEE BENEFIT PLANS, is hereby deleted in its entirety and replaced with the following:

4. This Policy insures any Employee Welfare or Pension Benefit Plan which is sponsored by one or more of the Named Insureds for loss through fraud or dishonesty as defined in Section 2580.412-9 of the Employee Retirement Income Security Act (ERISA) as amended. For those plans which are specifically named as additional Insureds in the Declarations or on any attached Schedule, the maximum Limit of Insurance is the amount shown on the Declarations under **Item 4., Coverages, Limits of Insurance and Deductibles, Insuring Agreements Forming Part of This Policy,** 1.A. Employee Theft – Per Loss or 1.B. Employee Theft – Per Employee. For any Plan not specifically named as an Insured, this Policy is deemed to be in compliance with, and satisfy the bonding requirements of Section 2580.412-11 of ERISA. For such unnamed Plans, this insurance provides a Limit of Insurance for each Plan which is the lessor of:

   (a) $500,000; or
   (b) 10% of the amount of the funds handled; or
   (c) The Limit of Insurance shown on the Declarations under **Item 4., Coverages, Limits of Insurance and Deductibles, Insuring Agreements Forming Part of This Policy,** 1.A. Employee Theft – Per Loss or 1.B. Employee Theft – Per Employee.

The minimum Limit of Insurance for any Plan shall be $1,000. In no event shall coverage for any Plan, whether specifically named as an additional Insured or not, be more than the Limit of Insurance shown on the Declarations under **Item 4., Coverages, Limits of Insurance and Deductibles, Insuring Agreements Forming Part of This Policy**, 1.A. Employee Theft – Per Loss or 1.B. Employee Theft – Per Employee.

The Limit of Insurance available for any Plan loss will be determined by the amount of funds handled on the date when any covered loss occurs subject to the foregoing limitations.

Claims Inquiries Notice

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company
Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southwest

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number:	:	888-266-3488
Fax – Claims	:	860-757-5835 or 860-547-8265
E-mail	:	bond.claims@thehartford.com
Mailing Address	:	The Hartford BOND, T-4 690 Asylum Avenue Hartford, CT 06115

Acordia
1721 Magnavox Way
P.O. Box 885 (46801-0885)
Fort Wayne, IN 46804
Voice: 260.432.3400
Fax: 260.432.2075
www.acordia.com

America's Insurance Specialists

November 16, 2005

City of Fort Wayne
Nancy H. McAfee
One Main St., Room 920
Fort Wayne IN 46802

REFERENCE: 36BPEDS2073 Crimeshield Policy

COMPENSATION DISCLOSURE STATEMENT

Our principal compensation for the placement and professional servicing of your insurance will be by standard commission, being a percentage of the premium paid from one or more insurers for placing and servicing your insurance with them. In addition, as a result of placing and servicing your insurance, we may also receive income from the following sources:

* Interest earned on premiums received from you and forwarded to the insurer through our bank accounts.

* Payments to defray the cost of advertising and services provided to insurers, training and/or compensation for our employees, and other expenses, such as for example, electronic communication between us and insurers.

* Additional commission payments (sometimes referred to as "profit-sharing", "overrides", "contingent commissions" or "incentive commissions") which can be based on factors such as profitability, premium volume and/or growth. We describe below how these additional commission payments are calculated.

The following specific disclosure about additional commission payments would apply to the placement and servicing of your insurance.

The insurance company has agreed to pay us a percentage of the aggregate premium received from all of our clients, including you, for the particular kind of insurance, if(i) the aggregate premium exceeds a certain volume and (ii) the "loss ratio" for all of our clients policies with the insurer for this calendar year for this kind of insurance is no higher than a certain percentage. The term "loss ratio" means the amount of losses paid and reserved by the insurer on those policies plus the expenses incurred to adjust those losses divided by the amount of premium received for such policies. For example, if the insurer incures losses and adjustment expenses of $150,000 for policies placed and serviced by Acordia this year and receives $200,000 in premium on such policies, generally the "loss ratio" would be 75%.

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Acordia
1721 Magnavox Way
P.O. Box 885 (46801-0885)
Fort Wayne, IN 46804
Voice: 260.432.3400
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America's Insurance Specialists

This payment will be in addition to the standard commission of 20 % of the premium paid by the insurer. Based on the knowledge of the premium at the effective date of the policy, the standard commission earned by Acordia is $ 2,067 . Premium is subject to change over the term of the policy due to, for example, endorsement requests that you may make or due to premium audits. Should the premium change, the estimated amount of compensation would change accordingly.

The amount of additional compensation from the insurer(s) to us for placing and servicing your insurance cannot be determined at this time because it is based on contingencies, such as aggregate annual volume and loss ratios, which will not be known until some time in the future. Based on the additional compensation paid by the insurer for the preceding year, Acordia estimates the additional compensation paid to Acordia based on the placement and servicing of your policy will be approximately $ 217 . This estimate is based on the percentage of the premium you paid to the entire premium volume placed with the insurer used to calculate the additional compensation. Acordia has no way of predicting future claim activity. Therefore, Acordia assumes the same factors used in the preceding year in making this estimate.

If you have any questions about this Compensation Disclosure Statement, please contact your Acordia representative. Also, after March 31st of next year, you can receive a revised estimate of the additional compensation received by Acordia by making a written request addressed to your Acordia representative.

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America's Insurance Specialists

November 16, 2005

City of Fort Wayne
Nancy H. McAfee
One Main St., Room 920
Fort Wayne IN 46802

REFERENCE: 36BPEDS2073

CUSTOMER ACKNOWLEDGEMENT
OF COMPENSATION DISCLOSURE STATEMENT

I have read the accompanying COMPENSATION DISCLOSURE STATEMENT, ("the Disclosure Statement") and understand that, in addition to receiving standard commissions from one or more insurers for the insurance Acordia will place and service, Acordia may receive additional compensation, including additional commission payments, from one or more of the insurers as set forth in the Disclosure Statement.

I have had a full opportunity to review the Disclosure Statement and to ask Acordia personnel any questions about it and am satisfied that any such questions have been answered. If the insurance is being placed and serviced for a business or other entity, I am authorized to sign this acknowledgment on its behalf.

Date: 11/29/05

Signature

Nancy H McAfee

Print name of signatory

Risk Manager

Title

Received by: _____
Print name of Acordia employee

ASC45-39