

MONEY AND SECURITIES – ROBBERY COVERAGE FORM – INSIDE AND OUTSIDE

INDEMNITY AGREEMENT

The Insurer agrees to indemnify the Insured, subject to the declarations, exclusions, terms and conditions of this rider and policy to which this is attached, for losses first discovered by the Insured during the policy period or applicable discovery period.

INSURING AGREEMENTS

1. **A – Interior “Robbery” – Indemnity for Loss on the “Premises”**

To indemnify the Insured for all loss of “property” occasioned by:

- (i) “Robbery” or attempt thereat from a “custodian” on the “premises”;
- (ii) Theft from a window display area inside the building on the “premises” while the “premises” are open for business, by the thief or an accomplice having broken the window at the time of the theft.

B – Messenger “Robbery” – Indemnity for Loss Away from the “Premises”

To indemnify the Insured for all loss of “property” occasioned by:

- (i) “Robbery” or attempt thereat from a “custodian” away from the “premises” while engaged in their regular duties in connection with such “property” within Canada or the United States of America;
- (ii) Theft from within the home of a “custodian” not exceeding the limit of insurance on such “custodian” or \$500, whichever is less. This limitation shall not apply to “Robbery” as defined herein;
- (iii) Theft from within a night depository safe provided by a bank or trust company for use of its customers.

C – Paymaster “Robbery” – Indemnity for Loss of Payroll

To indemnify the Insured for all loss of money and cheques intended solely for the payroll of the Insured occasioned by:

- (i) “Robbery” or attempt thereat from a “custodian” while engaged in their regular duties in connection with such payroll on or away from the “premises” but within Canada or the United States of America;
- (ii) “Robbery” from any of the Insured’s employees on the “premises” of such money or cheques in their possession during the day or night on which they are paid, provided there is at the same time a robbery from the “custodian” or an attempt thereat.

2. **EXTENSIONS OF COVERAGE**

A – The Insurer agrees to indemnify the Insured for an amount not exceeding 10% of the limit or amount of insurance provided under Insuring Agreement I-C for all loss of “property” not intended solely for the payroll of the Insured occasioned by “Robbery” or attempt thereat from a “custodian” while engaged in their regular duties in connection with such “property” on or away from the “premises” but within Canada or the United States of America.

The insurance under this extension shall be part of and not in addition to the insurance under Insuring Agreement I-C.

B – Kidnapping: Insuring Agreements I-A and I-C shall include the theft of “property” from within the “premises” by means of compelling a “custodian” by violence or threat of violence while outside the

“premises” to admit a person into the “premises” or to furnish them with means of ingress into the “premises”, provided the loss shall occur before the “premises” are next open for business.

C – “Premises” Damage: Insuring Agreements I-A and I-C shall include damage to the “premises” occasioned by “Robbery” or attempt thereat.

D – Automatic Coverage (Interior “Robbery”): Insuring Agreement I-A of this rider shall apply to the “property” covered thereby from any newly occupied “premises” in Canada or the United States of America occupied by the Insured in addition to the “premises” described in the Declarations forming part of this policy while the “custodian” of the Insured is on duty therein during the Policy Period, provided the Insured shall furnish the Insurer with written notice of the occupation of such newly occupied “premises” within 30 days thereafter, and provided further that the Insured shall pay the Insurer pro rata additional premium for such additional insurance with respect to each such additional “premises”.

This automatic cover shall not exceed an amount equal to that applicable to the location with the lowest limit or amount of insurance.

EXCLUSIONS

This insurance does not apply:

- (a) to loss caused by fire;
- (b) to damage to glass, or lettering or ornamentation thereon;
- (c) to loss of manuscripts, records or accounts, except for blank value;
- (d) to loss of any “property” held by the Insured as postmaster;
- (e) if the “custodian” directly in charge of the “property” insured or any “guard” accompanying the “custodian” is criminally implicated as a principal or an accessory;
- (f) unless records are kept by the Insured in such a manner that the Insurer can accurately determine therefrom the amount of loss.

DEFINITIONS

The following terms, as used in this rider, shall have the respective meaning stated in this section:

“Custodian” means the Insured, a partner of the Insured, or any other person who is in the regular employ of and duly authorized by the Insured to have care and custody of the insured property within the premises. In no event shall a person while acting as a watchman, janitor or porter be considered a custodian.

“Guard” means any able-bodied person who accompanies the “custodian” at the direction of the Insured, but who is not a driver of a public conveyance.

“Loss” includes damage.

“Premises” means the interior of that portion of any building described at the location designated in the Declarations and the space surrounding such building occupied solely by the Insured in conducting business and in or on vehicles within 100 metres (328 feet) of such locations.

“Property” means:

- (a) “Money” restricted to currency, coins, bank notes, bullion, traveler’s cheques, registered cheques and money orders held for sale to the public.
- (b) “Securities” restricted to all negotiable and non-negotiable instruments or contracts representing either “money” or other “property” and includes revenue and other stamps in current use, tokens and tickets but does not include “money”.
- (c) “Merchandise” usual to the Insured’s business described in the Declarations.

(d) "Furniture and Fixtures" inside the "premises" and the wallet, bag, satchel, safe or chest in which the insured "property" is contained while being used by the "custodian" away from the "premises".

"Robbery" means:

- (a) the felonious and forcible taking of insured "property"
 - (i) by violence inflicted upon the "custodian"; or
 - (ii) by putting the "custodian" in fear of violence; or
 - (iii) by any other overt felonious act committed in the presence of the "custodian" and of which they are cognizant at the time, provided such act is not committed by an officer, partner or employee of the Insured.
- (b) the felonious taking of insured "property" from the "custodian" who, while having custody of the insured "property", has been killed or physically disabled by injuries inflicted maliciously or sustained accidentally.

SPECIAL CONDITIONS

1. **Limits of Indemnity:** The limit of the Insurer's liability for loss shall not exceed the applicable limit(s) or amount(s) of insurance stated in the declarations. If more than one person or interest is named as the Insured, the Insurer's liability for such loss sustained by all such persons and interests combined shall be limited in the aggregate to the said specified limit(s) or amount(s).
2. **Policy Period:** The rider shall apply only to the loss or damage occurring within the Policy Period defined in the declarations or within any extension thereof under Renewal Certificate issued by the Insurer.
3. The conditions, limitations and other terms expressed in the Insuring Agreements, Exclusions, Definitions and Special Conditions shall prevail wherever they conflict with the Standard Conditions contained in the policy.

Except as otherwise provided in this rider, all terms, provisions and conditions of the policy shall have and full force effect.