

## Crime Coverage Part

### I. What is covered

We will pay (in excess of the **retention** and up to the Crime Coverage Limit stated in the Declarations) for loss of or damage to **money, securities, or other property** taking place at any time directly resulting from:

1. **employee theft loss;**
2. **forgery or alteration loss;**
3. **inside loss or outside loss;**
4. **computer or funds transfer fraud loss;** or
5. **theft of clients' property loss,**

provided the loss directly results from an **occurrence**, is **discovered** by **you** during the **policy period** (or during the Extended period to discover loss), and is reported to **us** in accordance with Section V. Your obligations, A. Notifying us of losses.

### II. Coverage enhancements

Claim expenses

We will also make the following payments:

- A. We will reimburse **you** up to the Expense limit stated in the Declarations for the reasonable and necessary fees, costs, and expenses **you** incur with **our** prior written consent for an independent accounting, auditing, or other service, that is not a **client**, which **you** use to determine the existence or amount of loss covered under this Coverage Part.

We will pay Claim expenses only in connection with a covered loss that exceeds the **retention**, and any payments **we** make under this subsection A will be a part of, and not in addition to, the Crime Coverage Limit stated in the Declarations.

Extended period to discover loss

- B. We will pay for covered loss **you** sustained prior to or during the **policy period**, which **you discover** no later than 60 days after the end of the **policy period**. However, this extended period to **discover** loss terminates on the effective date of any other insurance **you** obtain which provides similar coverage, whether or not the other insurance covers loss sustained prior to its effective date.

### III. Who is an insured

For purposes of this Coverage Part, **you, your, or insured** means a **named insured, subsidiary, or acquired entity**, as defined below:

**Named insured**

means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.

**Subsidiary**

means any entity of which the **named insured** has majority ownership before or as of the inception of the **policy period**.

**Acquired entity**

means an entity in which the **named insured**, during the **policy period**:

1. acquires substantially all of the assets;
2. acquires the majority of its voting securities, as a result of which it becomes a **subsidiary**; or
3. merges and leaves the **named insured** as the surviving entity.

With respect to an **acquired entity** whose revenues exceed 10% of the annual revenues of the **named insured** at the time of its creation or acquisition, any coverage under this policy will expire 90 days after the effective date of its creation or acquisition unless, within such 90 day period:

1. the **named insured** provides **us** with written notice of such creation or acquisition;
2. the **named insured** provides **us** with information related to such creation or acquisition as **we** may reasonably require;
3. the **named insured** accepts any special terms, conditions, exclusions, or additional premium charge as **we** may reasonably require; and
4. **we** agree by written endorsement to provide such coverage.

This policy will apply to an **acquired entity** only with respect to a loss sustained after the effective date of its acquisition, merger, or creation.

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#### IV. Valuation and settlement

The value of any loss under this Coverage Part will be determined as follows:

##### Money

- A. **We** will pay for loss of **money** up to its face value.  
**We** will, at **your** option, pay for loss of **money** issued by any country other than the United States of America:
1. at face value in the **money** issued by that country; or
  2. in the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was **discovered**.

##### Securities

- B. **We** will pay for loss of **securities** up to their face value at the close of business on the day the loss was **discovered**. At **our** option, **we** may:
1. pay the market value of such **securities** or replace them in kind, in which event **you** must assign to **us** all of **your** rights, title, and interest in those **securities**; or
  2. 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:
    - a. market value of the **securities** at the close of business on the day the loss was **discovered**; or
    - b. Crime Coverage Limit stated in the Declarations.

##### Other property

- C. **We** will pay replacement cost without deduction for depreciation for loss of or damage to **other property**, or loss from damage to the **premises** or its exterior. However, **we** will not pay more than the lowest of the following:
1. the cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;
  2. the amount **you** actually spend that is necessary to repair or replace the lost or damaged property; or
  3. the Crime Coverage Limit stated in the Declarations.
- We** will not make any payment on a replacement cost basis:
1. until the lost or damaged property is actually repaired or replaced; and
  2. unless the repairs or replacement are 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 on an actual cash value basis.

**We** will, at **our** option, pay loss of or damage to property other than **money**:

1. in the currency of the country in which the loss or damage occurred; or
2. in the United States of America dollar equivalent of the currency of the country in which the loss or damage occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was **discovered**.

Any property **we** pay for or replace becomes **our** property.

## V. Your obligations

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| Notifying us of losses  | A. If <b>you discover</b> a loss, or circumstances reasonably likely to lead to a loss of or damage to <b>money, securities, or other property</b> , that in <b>your</b> best estimate will exceed 50% of the <b>retention</b> , <b>you</b> must give written notice to <b>us</b> as soon as possible, but in any event, no later than 90 days after <b>discovery</b> . If <b>you</b> have reason to believe that any loss (except <b>employee theft loss</b> ) involves a violation of law, <b>you</b> must also notify the local law enforcement authorities.  |
| Proof of loss   | B. Within 120 days of notification to <b>us</b> of a loss, <b>you</b> must give <b>us</b> a detailed, sworn proof of loss.   |
| Examination of your books and records, inspections, and surveys | <p>C. <b>We</b> may examine and audit <b>your</b> books and records as they relate to this policy at any time during the <b>policy period</b> and up to three years afterward.</p> <p><b>We</b> have the right to:</p> <ol style="list-style-type: none"> <li>1. perform inspections and surveys at any time;</li> <li>2. give <b>you</b> reports on the conditions <b>we</b> find; and</li> <li>3. recommend changes.</li> </ol> <p><b>We</b> are not obliged to make inspections, surveys, reports, or recommendations, and any such actions <b>we</b> undertake relate only to insurability and the premiums to be charged. <b>We</b> do not make safety inspections. <b>We</b> do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.</p> <p><b>We</b> also do not warrant that conditions:</p> <ol style="list-style-type: none"> <li>1. are safe or healthful; or</li> <li>2. comply with laws, regulations, codes, or standards.</li> </ol> <p>This subsection C. applies not only to <b>us</b>, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.</p> |
| Legal action against us   | <p>D. <b>You</b> may not bring any legal action against <b>us</b> involving any loss:</p> <ol style="list-style-type: none"> <li>1. unless <b>you</b> have complied with all of the terms of this policy;</li> <li>2. until 90 days after <b>you</b> have filed a proof of loss with <b>us</b>; and</li> <li>3. unless brought within two years from the date <b>you discovered</b> the loss.</li> </ol> <p>If any limitation in this subsection D. is prohibited by law, it will be deemed amended to equal the minimum period of limitation provided by applicable law.</p>  |
| Records   | E. <b>You</b> must keep records of all property covered by this Coverage Part so that <b>we</b> can verify the amount of any loss.   |

**VI. Exclusions –  
What is not  
covered**

**A. Exclusions applicable  
to the entire Crime  
Coverage Part**

We will have no obligation to pay any sums under this Coverage Part for any:

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| Acts committed by you, your partners, or your members                | <p>1. loss resulting from <b>theft</b> or any other dishonest act committed by <b>you</b>, whether acting alone or in collusion with other persons.</p> <p>If <b>you</b> are a corporation, partnership, limited liability company, limited partnership, or other entity, this exclusion will apply only to <b>theft</b> or other dishonest act committed by a partner, <b>member</b>, or other person in an equivalent ownership position.</p>  |
| Acts of employees you learned of prior to the policy period          | <p>2. loss caused by an <b>employee</b> who committed <b>theft, forgery</b>, or any other dishonest act prior to the <b>policy period</b>, and <b>you</b> learned of that <b>theft, forgery</b>, or dishonest act prior to the <b>policy period</b>.</p>   |
| Acts of employees, managers, directors, trustees, or representatives | <p>3. loss resulting from <b>theft, forgery</b>, or any other dishonest act committed by any of <b>your employees, managers</b>, directors, trustees, or authorized representatives:</p> <ul style="list-style-type: none"> <li>a. whether acting alone or in collusion with other persons; or</li> <li>b. while performing services for <b>you</b> or otherwise,</li> </ul> <p>except when there is coverage for the loss under <b>employee theft loss</b> or <b>theft of clients' property loss</b>.</p>   |
| Confidential information   | <p>4. loss resulting from the disclosure or use of:</p> <ul style="list-style-type: none"> <li>a. <b>your</b>; or</li> <li>b. another person's or organization's,</li> </ul> <p>confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of non-public information.</p>  |
| Data security breach   | <p>5. fees, costs, fines, penalties, or other expenses incurred by <b>you</b> arising out of or related to the acquisition, access, use, disclosure, or improper collection of, or failure to protect, any personally identifiable information or confidential corporate information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, social security numbers, health information, or any other type of non-public information.</p>   |
| Governmental action  | <p>6. loss resulting from seizure or destruction of property by order of any governmental authority.</p>   |
| Indirect loss  | <p>7. loss that is an indirect result of an <b>occurrence</b> covered by this Coverage Part, including but not limited to loss resulting from:</p> <ul style="list-style-type: none"> <li>a. <b>your</b> inability to realize income that <b>you</b> would have realized had there been no loss of or damage to <b>money, securities, or other property</b>;</li> <li>b. payment of damages of any type for which <b>you</b> are legally liable; however, <b>we</b> will pay compensatory damages directly resulting from a loss covered under this Coverage Part; or</li> <li>c. payment of fees, costs, or other expenses <b>you</b> incur in establishing the existence or amount of loss under this Coverage Part, except those covered under Section II. Coverage enhancements, A. Claim expenses.</li> </ul> |



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Legal fees, costs, and expenses

8. fees, costs, and expenses incurred by **you** which are related to any legal action, except when covered under **forgery**.

## B. Exclusions applicable to employee theft loss and theft of clients' property loss

We will have no obligation to pay any sums under this Coverage Part for any **employee theft loss** or **theft of clients' property loss**:

Inventory shortages

1. or that part of any such loss, if the proof of its existence or amount is dependent upon:
  - a. an inventory computation; or
  - b. a profit and loss computation.

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

Trading

2. resulting from trading, whether in **your** name or in a genuine or fictitious account; however, this exclusion will not apply to direct losses caused by **theft** or **forgery** which result in improper financial gain to an **employee**. Direct losses mean only the amount of improper financial gain to such **employee** and do not include salary, commissions, fees, or other compensation, including but not limited to promotions and raises associated with employment, paid by **you** to such **employee**.

## C. Exclusions applicable to inside loss and outside loss

We will have no obligation to pay any sums under this Coverage Part for any **inside loss** or **outside loss**:

Accounting or arithmetic errors or omissions

1. resulting from accounting or arithmetic errors or omissions.

Armored motor vehicle companies

2. or that portion of any such loss **you** can recover under **your** contract with an armored motor vehicle company, or from any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

Exchanges or purchases

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

Fire

4. resulting from fire, however caused, except:
  - a. loss of or damage to **money** or **securities**; and
  - b. loss from damage to a safe or vault.

Kidnap, extortion, or ransom

5. directly or indirectly resulting from kidnap, extortion, or ransom payments surrendered to any person as a result of a threat, including but not limited to a threat of bodily harm, property damage, denial of service, virus or other malicious instruction, product contamination, or dissemination of confidential information.

Money operated devices

6. 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.

Motor vehicles or equipment and accessories

7. resulting from loss of or damage to motor vehicles, trailers or semi-trailers, or equipment and accessories attached to them.

Precious metals or manuscripts

8. resulting from loss of or damage to:
  - a. precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

- b. manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them, exceeding \$10,000 in any one **occurrence**.
- Vandalism 9. resulting from damage to the **premises** or its exterior, or to any safe, vault, cash register, cash box, cash drawer, or **other property** by vandalism or malicious mischief.
- Voluntary parting of title to or possession of property 10. resulting from **you**, 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.

**D. Exclusions applicable to computer or funds transfer fraud loss**

**We will have no obligation to pay any sums under this Coverage Part for any computer or funds transfer fraud loss:**

- Credit card transactions 1. resulting from the actual or purported use of credit, debit, charge, access, convenience, identification, stored-value, or other cards, or the information contained on such cards.
- Inventory shortages 2. or that part of any such loss, if the proof of its existence or amount is dependent upon:
  - a. an inventory computation; or
  - b. a profit and loss computation.

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

**VII. Definitions**

The following definitions apply to this Coverage Part. Additional definitions are contained in Section III. Who is an insured, and in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

- Client** means any person or entity for whom **you** perform the Covered Professional Services identified in the Declarations.
- Computer or funds transfer fraud loss** means:
  - 1. loss directly resulting from a fraudulent entry in or change of **electronic data** or **computer program** in any **computer system** owned, leased, or operated by **you**, provided the fraudulent entry or change causes:
    - a. **money, securities, or other property** to be transferred, paid, or delivered; or
    - b. **your** account at a **financial institution** to be debited or deleted; or
  - 2. loss directly resulting from a **fraudulent instruction** directing a **financial institution** to debit **your transfer account** and transfer, pay, or deliver **money** or **securities** from that account.

**Computer or funds transfer loss** includes an entry or change made by an **employee** acting in good faith on a **fraudulent instruction** received from a computer software contractor who has a written agreement with you to design, implement, or service **computer programs** for a **computer system**.
- Computer program** means a set of related electronic instructions which direct the operations and functions of a computer, or devices connected to it, which enable the computer or devices to receive, process, store, retrieve, or send **electronic data**.
- Computer system** means:
  - 1. computers and related peripheral components;

2. systems and applications software;
3. terminal devices; and
4. related communications networks,

by which **electronic data** is received, processed, stored, retrieved, or sent.

**Custodian**

means **you**, any of **your** partners or **members**, or any **employee**, but only while having care and custody of property covered by this Coverage Part inside the **premises**. **Custodian** does not include any person while acting as a **watchperson** or janitor, unless such person is also an **employee**.

**Discover, discovered, or discovery**

means the time when **you** first become aware of facts which would cause a reasonable person to conclude a loss covered by this Coverage Part has been or will be incurred, regardless of when the act or acts causing or contributing to the loss occurred, and even though the exact amount or details of the loss may not be known.

**Discover, discovered, or discovery** also means the time when **you** first receive notice of an actual or potential claim alleging **you** are liable to a third party under circumstances which, if true, would constitute a loss under this Coverage Part.

**Electronic data**

means information, facts, or **computer programs** stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, DVDs, Blu-Ray Discs, flash drives, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment.

**Employee**

means any person:

1. employed by **you**;
2. **you** compensate directly by salary, wages, or commissions; and
3. **you** have the right to direct and control while performing services for **you**.

**Employee** includes any:

1. former **employee** for the first 60 days immediately after termination of employment, unless such termination is due to **theft, forgery**, or any other dishonest act committed by the **employee**;
2. temporary **employee**;
3. person who is leased to **you**;
4. former **employee**, partner, **member**, **manager**, director, or trustee retained as a consultant, but only while performing services for **you**;
5. guest student or intern;
6. of **your managers**, directors, or trustees while performing acts within the usual duties of an **employee**;
7. non-compensated officer;
8. volunteer;
9. committee member; or
10. **employee** on military, disability, family, medical, or similar leave.

**Employee** does not include any agent, broker, factor, commission merchant, consignee, independent contractor, or representative, or any other person who does not fit into the descriptions listed in 1 through 10 above.

**Employee theft loss**

means loss of or damage to **money, securities, or other property** directly resulting from **theft** or **forgery** committed by an **employee**, whether identified or not, acting alone or in collusion with other persons.

**Employee theft loss** does not include any loss sustained after **you** learn of **theft, forgery**, or other dishonest acts committed by the involved **employee**, whether committed before or after becoming employed by **you**.

**Financial institution**

means a bank, savings bank, savings and loan association, trust company, credit union, or similar depository institution, or an insurance company.

With regard to **computer or funds transfer fraud loss**, **financial institution** also means a stock brokerage firm or investment company.

**Financial institution premises**

means the interior of that portion of any building occupied by a **financial institution**.

**Forgery**

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

**Forgery or alteration loss**

means loss directly resulting from **forgery** or alteration of checks, drafts, promissory notes, or similar written promises, orders, or directions to pay a sum of **money** that are actually or purportedly:

1. made or drawn by **you** or drawn upon **your** account; or
2. made or drawn by one acting as **your** agent.

**Forgery or alteration loss** also includes the reasonable and necessary fees, costs, and expenses **you** incur with **our** prior written consent to defend a lawsuit against **you** for refusing to pay any instrument listed in this definition on the basis that it has been forged or altered. Any amounts **we** pay for such a defense will be in addition to, and not part of, the Crime Coverage Limit.

A substitute check as defined in the Check Clearing for the 21st Century Act will be treated the same as the original it replaced. Signatures that are produced or reproduced electronically, mechanically, or by other means will be treated the same as handwritten signatures. **You** must include with **your** proof of loss any instrument involved in the loss, or, if that is not possible, an affidavit describing the amount and cause of loss.

**Fraudulent instruction**

means:

1. an electronic, telegraphic, cable, teletype, telefacsimile, or telephone instruction which purports to have been transmitted by **you**, but which was in fact fraudulently transmitted by someone else without **your** knowledge or consent;
2. a written instruction (other than those described in **forgery or alteration loss**) issued by **you**, which was forged or altered by someone other than **you** without **your** knowledge or consent, or which purports to have been issued by **you**, but was in fact fraudulently issued without **your** knowledge or consent; or
3. an electronic, telegraphic, cable, teletype, telefacsimile, telephone, or written instruction initially received by **you** which purports to have been transmitted by an **employee** but which was in fact fraudulently transmitted by someone else without **your** or the **employee's** knowledge or consent.

**Inside loss**

means:

1. loss of **money** or **securities** resulting from **theft** committed by a person present inside the **premises** or **financial institution premises**;
2. disappearance or destruction of **money** or **securities** inside the **premises** or **financial institution premises**;
3. loss of or damage to **other property** directly resulting from an actual or attempted:
  - a. **robbery** of a **custodian** inside the **premises**; or
  - b. **safe burglary**;



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4. loss from damage to the **premises** or its exterior directly resulting from an act covered under 1 through 3 above if **you** are the owner of the **premises** or are liable for damage to it; or
5. loss of or damage to a locked safe, vault, cash register, cash box, or cash drawer located inside the **premises** directly resulting from an actual or attempted **theft** of or unlawful entry into those containers.

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| <b>Manager</b>        | means a person serving in a directorial capacity for a limited liability company.   |
| <b>Member</b>         | means an owner of a limited liability company represented by its membership interest, who also may serve as a <b>manager</b> .  |
| <b>Messenger</b>      | means <b>you</b> , <b>your</b> relative, any of <b>your</b> partners or <b>members</b> , or any <b>employee</b> , but only while having care and custody of property covered by this Coverage Part outside the <b>premises</b> .  |
| <b>Money</b>          | means: <ol style="list-style-type: none"><li>1. currency, coins, and bank notes in current use and having a face value;</li><li>2. traveler's checks and money orders held for sale to the public; or</li><li>3. with respect to <b>employee theft loss</b> or <b>computer and funds transfer loss</b>, deposits in <b>your</b> account at any <b>financial institution</b>.</li></ol>  |
| <b>Occurrence</b>     | means: <ol style="list-style-type: none"><li>1. an individual act;</li><li>2. the combined total of all separate acts whether or not related; or</li><li>3. a series of acts whether or not related,</li></ol> committed during or before the <b>policy period</b> , or both, by: <ol style="list-style-type: none"><li>1. an <b>employee</b> acting alone or in collusion with other persons, for <b>employee theft loss</b> or <b>theft of clients' property loss</b>;</li><li>2. a person acting alone or in collusion with other persons, involving one or more instruments, for <b>forgery or alteration loss</b>; or</li><li>3. a person acting alone or in collusion with other persons, or not committed by any person, for all other losses.</li></ol> |
| <b>Other property</b> | means any tangible property other than <b>money</b> or <b>securities</b> that has intrinsic value.<br><b>Other property</b> does not include <b>computer programs</b> , <b>electronic data</b> , or any property specifically excluded under this Coverage Part.  |
| <b>Outside loss</b>   | means: <ol style="list-style-type: none"><li>1. loss of <b>money</b> or <b>securities</b> in the care and custody of a <b>messenger</b> or an armored motor vehicle company directly resulting from <b>theft</b>, disappearance, or destruction; or</li><li>2. loss of or damage to <b>other property</b> in the care and custody of a <b>messenger</b> or an armored motor vehicle company directly resulting from an actual or attempted <b>robbery</b>, which occurs outside the <b>premises</b> or <b>financial institution premises</b>.</li></ol>   |
| <b>Premises</b>       | means the interior of that portion of any building <b>you</b> occupy in conducting <b>your</b> business operations.   |
| <b>Robbery</b>        | means the unlawful taking of property from the care and custody of a person by someone who has: <ol style="list-style-type: none"><li>1. caused or threatened to cause that person bodily harm; or</li><li>2. committed an obviously unlawful act witnessed by that person.</li></ol>   |



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| <b>Safe burglary</b>                   | 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 on its exterior.<br><b>Safe burglary</b> includes the unlawful taking of a safe or vault from inside the <b>premises</b> .   |
| <b>Securities</b>                      | means negotiable or non-negotiable instruments or contracts representing either <b>money</b> or property and includes: <ol style="list-style-type: none"><li>1. tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use; or</li><li>2. evidences of debt issued in connection with credit or charge cards not issued by <b>you</b>, but does not include <b>money</b>.</li></ol>  |
| <b>Theft</b>                           | means the unlawful taking of property to <b>your</b> deprivation. With respect to <b>theft of clients' property loss</b> only, <b>theft</b> means the unlawful taking of property to a <b>client's</b> deprivation.   |
| <b>Theft of clients' property loss</b> | means loss of or damage to <b>money</b> , <b>securities</b> , or <b>other property</b> sustained by <b>your client</b> directly resulting from <b>theft</b> or <b>forgery</b> committed by an identified <b>employee</b> acting alone or in collusion with other persons, including an <b>employee</b> in collusion with an employee of <b>your client</b> .<br><b>Theft of clients' property loss</b> does not include any loss sustained after <b>you</b> learn of <b>theft</b> , <b>forgery</b> , or other dishonest acts committed by the involved <b>employee</b> , whether committed before or after becoming employed by <b>you</b> .                                      |
| <b>Transfer account</b>                | means an account maintained by <b>you</b> at a <b>financial institution</b> and from which <b>you</b> can initiate the transfer, payment, or delivery of <b>money</b> or <b>securities</b> by means of: <ol style="list-style-type: none"><li>1. electronic, telegraphic, cable, teletype, telefacsimile, or telephone instructions communicated directly through an electronic funds transfer system; or</li><li>2. written instructions (other than those described in <b>forgery or alteration loss</b>) establishing the conditions under which such transfers are to be initiated by the <b>financial institution</b> through an electronic funds transfer system.</li></ol> |
| <b>Watchperson</b>                     | means any person retained by <b>you</b> specifically to have care and custody of property covered by this Coverage Part inside the <b>premises</b> and who has no other duties. <b>Watchperson</b> does not include an <b>employee</b> .  |
| <b>You, your, or insured</b>           | means a <b>named insured</b> , <b>subsidiary</b> , or <b>acquired entity</b> , as defined in Section III. Who is an insured.  |