

The Company, in consideration of the payment of the premium, and subject to the Declarations made a part hereof the General Agreements, Conditions and Limitations and other terms of this Policy, agreed with the Insured, in accordance with such of the insuring Agreements hereof as are specifically designated by the insertion of an amount of Insurance on the Declarations Page applicable to this form, to pay the insured for:

INSURING AGREEMENT

I - Employee Dishonesty Coverage - Form A

Loss of Money, Securities and other property which the Insured shall sustain, to an amount not exceeding in the aggregate the amount stated on the Declarations Page applicable to this form as Employee Dishonesty - Limit per loss, (Form A) applicable to this Insuring Agreement I, Form A, resulting directly from one or more fraudulent or Dishonest Act committed by an Employee, acting alone or in collusion with others.

GENERAL AGREEMENTS

A. Consolidation – Merger

If through consolidation or merger with, or purchase of assets of, some other concern, any persons shall become Employees or if the Insured shall thereby acquire the use and control of any additional Premises, the insurance afforded by this Policy shall also apply as respects such Employees and Premises, provided the Insured shall give the Company written notice thereof within thirty days thereafter and shall pay the Company an additional premium computed pro rata from the date of such consolidation, merger or purchase to the end of the current premium period.

B. Joint Insured

If more than one Insured is covered under this Policy, the Insured first named shall act for itself and for every other Insured for all purposes of this Policy. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall, for the purposes of Sections 7, 8 and 15, constitute knowledge possessed or discovery made by every Insured. Cancellation of the insurance hereunder as respects any Employee as provided in Section 15 shall apply to every Insured. If, prior to the cancellation or termination of this Policy, this Policy or any Insuring Agreement hereof is cancelled or terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered within one year from the date of such cancellation or termination. Payment by the Company to the Insured first named of any loss under this Policy shall fully release the Company on account of such loss, If the Insured first named ceases for any reason to be covered under this Policy, then the Insured next named shall thereafter be considered as the Insured first name for all purposes of this Policy.

C. Loss Under Prior Bond or Policy

If the coverage of an Insuring Agreement of this Policy, is substituted for any prior bond or policy of insurance carried by the Insured or by any predecessor in interest of the Insured, which prior bond or policy is terminated, cancelled or allowed to expire as of the time of such substitution, the Company agrees that such Insuring Agreement applies to loss which is discovered as provided in Section I of the Conditions and Limitations and which would have been recoverable by the Insured or such predecessor under such prior bond or policy except for the fact that the time within which to discover loss thereunder had expired; provided:

1. the insurance under this General Agreement C shall be a part of and not in addition to the amount of insurance afforded by the applicable Insuring Agreement of this Policy;
2. such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or events causing such loss were committed or occurred; and
3. recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insurance Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or events were committed or occurred, or the amount which would have been recoverable under such prior bond or policy had such prior bond or policy continued in force until the discovery of such loss, if the latter amount be smaller.

THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENTS ARE SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

Section 1. Policy Period Territory, Discovery

Loss is covered under this Policy only if discovered not later than one year from the end of the Policy Period,

Subject to General Agreement C:

- (a) this Policy, applies only to loss which occurs during the Policy Period within Canada, any of the States of the United States of America or the District of Columbia;
- (b) Insuring Agreement I applies only to loss sustained by the Insured through Fraudulent or Dishonest Acts committed during the Policy Period by any of the Employees engaged in the regular service of the Insured within the territory designated above or while such Employees are elsewhere for a limited period;
- (c) Insuring Agreement I applies only to loss sustained during the Policy Period.

Section 2. Exclusions

This Policy does not apply;

- (a) to loss due to any Fraudulent, Dishonest or Criminal Act by any Insured or a partner therein, whether acting alone or in collusion with others;
- (b) under Insuring Agreement I, to loss, or to that part or any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation;
- (c) to loss due to the surrender of Money, Securities or other property away from the Premises as a result of a threat to do:
 - (1) bodily harm to any person. or
 - (2) damage to the Premises or property owned by the Insured or held by the Insured in any capacity;or
- (d) to the defense of any legal proceeding brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss to the Insured covered by this Policy, except as may be specifically stated to the contrary in this Policy;
- (e) to potential income, including but not limited to interest and dividends, not realized by the Insured because of a loss covered under this Policy;
- (f) to all damages of any type for which the insured is legally liable, except direct compensatory damages arising from a loss covered under this Policy;
- (g) to all costs, fees and other expense incurred by the Insured in establishing the existence of, or amount of loss covered under this Policy;

Section 3. Definitions

The following terms, as used in this Policy, shall have the respective meanings stated in this Section:

“Employee” means any natural person (except a director or trustee of the Insured, of a corporation, who is not also an officer or employee thereof in some other capacity) while In the regular service of the Insured in the ordinary course of the Insured’s business, including persons hired through an intervening employment agency or employer, during the Policy Period and whom the Insured compensates directly or indirectly by salary, wages or commissions and has the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. As applied to loss under Insuring Agreement I, the above words “while in the regular service of the Insured” shall include the first 30 days thereafter; subject however, to Sections 15 and 16.

“Fraudulent or Dishonest Acts “ shall mean only Fraudulent or Dishonest Acts committed by such Employee with the manifest intent:

- (a) to cause the Insured to sustain such loss; and
- (b) to obtain financial benefit for the Employee, or for any other person or organization intended by the Employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment.

This definition of “Fraudulent or Dishonest Acts” does not apply to Section 7 or Section 15 of this Policy.

“Money” means currency, coins, bank notes and bullion; and travellers cheques, registered cheques and money orders held for sale to the public.

“Premises” means the interior of that portion of any building, which is occupied by the Insured in conducting its business. As respects Robbery only, the premises shall also include the space immediately surrounding such building.

“Securities” means 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.

Section 4. Loss Caused By Unidentifiable Employees

If a loss is alleged to have been caused by the Fraudulent or Dishonest Acts of any one or more of the Employees and the Insured shall be unable to designate the specific Employee or Employees causing such loss, the Insured shall nevertheless have the benefit of Insuring Agreement I, subject to the provisions of Section 2(b) of this policy, provided that the evidence submitted reasonably proves that the loss was in fact due to the Fraudulent or Dishonest Acts of one or more of the said Employees, and provided further, that the aggregate liability of the Company for any such loss shall not exceed the Limit of Liability applicable to Insuring Agreement I.

Section 5. Ownership of Property; Interests Covered

The insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable; including the Insured's liability to others, and do not apply to the interest of any other person or organization in any of said property unless included in the Insured's proof of loss, in which event the third paragraph of Section 8 is applicable to them.

Section 6. Books and Records

The Insured shall keep records of all the insured property in such manner that the Company can accurately determine therefrom the amount of loss.

Section 7. Prior Fraud, Dishonesty or Cancellation

The coverage of Insuring Agreement I shall not apply to any Employee from and after the time that the insured or any partner or officer thereof not in collusion with such Employee shall have knowledge or information that such Employee has committed any Fraudulent or Dishonest Act in the service of the Insured or otherwise, whether such act be committed before or after the date of employment by the Insured.

If, prior to the issuance of this Policy, any fidelity insurance in favour of the insured or any predecessor in interest of the Insured and covering one or more of the Insured's Employees shall have been cancelled as to any of such Employees by reason of the giving of written notice of cancellation by the insurer issuing such fidelity insurance, whether the Company or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Company shall not be liable on account of such Employees unless the Company shall agree in writing to include such Employees within the coverage of Insuring Agreement I.

Section 8. Loss Notice - Proof - Action Against Company

Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the Insured shall:

- (a) give notice thereof as soon as practicable to the Company or any of its authorized agents and, also to the police, if the loss is due to a violation of law;
- (b) file detailed proof of loss, duly sworn to, with the Company within four months after the discovery of loss.

Upon the Company's request, the Insured shall submit to examination by the Company, subscribe the same, under oath it required, all at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto.

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, nor until ninety days after the required proofs of loss have been filed with the Company, nor at all unless commenced within two years from the date when the Insured discovered the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted in be fixed by agreement under any statute controlling the construction of this policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

Section 9. Valuation - Payment - Replacement

In no event shall the Company be liable as respects Securities for more than the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered nor, as respects other property, for more than the actual cash value thereof at the time of the loss; provided, however the actual cash value of such other property held by the Insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the Insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates. The Company may, with the consent of the Insured, settle any claim for loss of property with the owner thereof. Any property for which the Company has made indemnification shall become the property of the Company.

In case of damage to the Premises or loss of property other than Securities, the Company shall not be liable for more than the actual cash value of such property, or for more than the actual cost of repairing such Premises or property or of replacing same with property or material of like quality and value. The Company may, at its election, pay such actual

cash value, or make such repairs or replacements. If the Company and the insured cannot agree upon such cash value or such cost of repairs or replacements, such cash value or such cost shall be determined by arbitration.

Section 10. Recoveries

If the insured shall sustain any loss covered by the Policy which exceeds the applicable amount of insurance hereunder, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company) by whomsoever made, on account of such loss under this policy until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Company.

Section 11. Limits of Liability

Payment of loss under Insuring Agreement I shall not reduce the Company's liability for other losses under the applicable Insuring Agreement whenever sustained. The Company's total liability, for all loss caused by any Employee or in which such Employee is concerned or implicated, or, committed by any person or in which such person is concerned or implicated, whether such forgery or alteration involves one or more instruments, is limited to the applicable amount of insurance specified on the Declarations Page applicable to this form or endorsement amendatory thereto. The liability of the Company for loss sustained by any or all of the Insureds shall not exceed the amount for which the Company would be liable had all such loss been sustained by any one of the Insureds.

All losses incidental to an actual or attempted Fraudulent, Dishonest or Criminal Act or series of related acts at the Premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

Regardless of the number of years this Policy shall continue in force and the number of premiums which shall be payable or paid, the limit of the Company's liability as specified on the Declarations Page applicable to this form shall not be cumulative from year to year or period to period.

The limits of liability as expressed in the Policy are in Canadian currency.

Section 12. Limits of Liability Under This Policy and Prior Insurance

With respect to loss caused by any person (whether one of the Employees or not) or in which such person is concerned or implicated or which is chargeable to any Employee as provided in Section 4 and which occurs partly during the Policy Period and partly during the period of other bonds or policies issued by the Company to the insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Company under this Policy and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under the applicable Insuring Agreement of this Policy on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof for any such loss, if the latter amount be the larger.

Section 13. Other Insurance

Except in the province of Quebec, if there is available to the Insured any other Insurance or indemnity covering any loss covered by Insuring Agreement I, the Company shall be liable hereunder only for that part of such loss which is in excess of the amount recoverable or recovered from such other insurance or indemnity, except that if such other Insurance or indemnity is a bond or policy of fidelity insurance, shall be paid under Insuring Agreement I. If this policy is governed by the law of Quebec. Each of the Insurers under its respective contract is liable to the Insured for its ratable proportion of the loss.

Under any other insuring Agreement, if there is any other valid and collectible insurance which would apply in the absence of such Insuring Agreement the insurance under this Policy shall apply only as excess insurance over such other insurance, except in the province of Quebec where each of the Insurers under its respective contract is liable to the Insured for its ratable proportion of the loss, provided the insurance shall not apply (a) to property otherwise insured unless such property is owned by the Insured.

Section 14. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Section 15. Cancellation as to Any Employee

Insuring Agreement I shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee; or (b) except in the province of Quebec. at

12:01 a.m. standard time as aforesaid, upon the effective date specified in a written notice mailed to the Insured. Such date shall be not less than fifteen days after the date of mailing. The mailing by the Company of notice as aforesaid to the Insured at the address shown in this Policy shall be sufficient proof of notice. Delivery of such written notice by the Company shall be equivalent to mailing. In the province of Quebec, cancellation shall be made by endorsement only.

Section 16. Cancellation of Policy or Insuring Agreement

This Policy or any Insuring Agreement may be cancelled by the Insured by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the Insured at the address shown in this Policy written notice stating when not less than fifteen days thereafter such cancellation shall be effective except in the province of Quebec where the notice of cancellation takes effect fifteen days after receipt by the Insured of the notice at the last known address. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the Policy Period for any affected Insuring Agreement. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Section 17. No Benefit to Bailee

The insurance afforded by this Policy shall not insure directly or indirectly to the benefit of any carrier or other bailee for hire.

Section 18. Assignment

Assignment of interest under this Policy shall not bind the Company until its consent is endorsement hereon; if, however, the Insured shall die, or in the province of Quebec be declared bankrupt, this Policy shall cover the Insured's legal representative, or in the province of Quebec the trustee in bankruptcy, as Insured; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to affect cancellation of this policy.

Section 19. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by an authorized representative of the Company.

By acceptance of this Policy the Insured agrees that it embodies all agreements existing between the Insured and the Company or any of its agents relating to this insurance.