

## SAFE DEPOSIT BOX RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. [policynbr].

It is agreed that:

1. The attached bond is amended by adding two additional Insuring Agreements as follows:

### COVERAGE A - LIABILITY OF DEPOSITORY

Loss resulting directly from sums which the Insured shall become legally obligated to pay by reason of liability for loss, damage or destruction of Money, bonds, drafts, acceptances, other Certificated Securities, valuable papers, valuable documents, jewelry, silverware, and other customer Property while in the customers' safe deposit boxes in vaults or safes or self storage boxes on the Insured's premises. Such legal liability shall include liability for loss arising from relocation of such safe deposit boxes or self storage boxes between offices of the Insured or vaults or safes within the same premises of the Insured.

This Insuring Agreement shall also include sums incurred and paid by the Insured as court costs and reasonable attorneys' fees in defending any suit or proceeding brought against the Insured to enforce the liability or alleged liability of the Insured for any loss, claim or damage which, if established against the Insured, would constitute a valid and collectible loss under this Insuring Agreement. If any such suit or proceeding consists both of covered and uncovered matters under this bond, all court costs and reasonable attorneys' fees shall be allocated between covered and uncovered matters based on the relative legal exposures of the Insured and Underwriter to covered and uncovered matters.

### COVERAGE B - LOSS OF CUSTOMERS' PROPERTY

Loss of Money, if stated on the Declarations Page, and other customer Property while in the customers' safe deposit boxes in vaults or safes or self storage boxes on the Insured's premises resulting directly from burglary or robbery or attempt thereat or for damage to or destruction of such items, provided such loss is included in the Insured's Proof of Loss. Customer Property described in this Insuring Agreement shall be covered while stored in such safe deposit boxes in vaults or safes or in self storage boxes by or for customers, or temporarily elsewhere on the Insured's premises and in the course of deposit in or removal from such boxes, vaults, or safes. Such Property may be owned by customers or held by them in any capacity, whether or not the customers are liable to others for the loss thereof.

2. For the purpose of this rider only, Exclusion (f) contained in Conditions and Limitations, Section 2 of the bond is deleted and replaced as follows:
  - (f) loss of Property contained in customers' safe deposit boxes or in customers' self storage boxes, except when covered under Insuring Agreement (A) or the Safe Deposit Box Rider;
3. For the purpose of this rider only, the exclusions contained in Conditions and Limitations, Section 2 of the bond shall apply and the following exclusions are added:

This bond does not cover:

- (1) loss of Property held by the Insured in trust for more than thirty (30) days or as collateral;
- (2) loss resulting directly or indirectly from the assumption of liability by the Insured by contract unless the liability arises from a loss covered by this rider and which would be imposed on the Insured regardless of the existence of the contract;

- (3) loss resulting directly or indirectly from moths, vermin, wear and tear, gradual deterioration or inherent vice;
  - (4) loss resulting directly or indirectly from loss of securities verified and recorded by the Insured and held by it in any capacity and loss of Money segregated and identified as payroll or other funds for delivery to the Insured or a customer.
4. It is understood and agreed that a Single Loss Deductible of \$25,000 shall apply to any claim involving a self storage box.
  5. It is understood and agreed that a Single Loss Deductible of \$5,000 shall apply to any claim involving a safe deposit box located in a safe but not in a vault.
  6. It is understood and agreed that a Single Loss Deductible of \$0 shall apply to any claim involving a safe deposit box located within a vault.
  7. The Single Loss Limit of Liability for the Safe Deposit Box Insuring Agreement is the amount shown on the Declarations Page or amendment thereto. The Single Loss Limit of Liability under this Insuring Agreement shall be part of, and not in addition to, the amount stated in Item 4 of the Declarations.
  8. This rider shall become effective as of 12:01 a.m. on [policyeffdt].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the bond, other than as above stated.