

AMENDED CRIMINAL ORGANIZATION OFFENCE/RACKETEERING EXCLUSION – FINAL ADJUDICATION LANGUAGE

This Endorsement Changes The Bond. Please Read it Carefully.

Certain words and phrases that appear in bold have special meaning as defined in the Intact form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

THIS ENDORSEMENT CHANGES THE CRIME COVERAGE SECTION. PLEASE READ IT CAREFULLY.

It is agreed that Exclusion (t) in **SECTION 2. EXCLUSIONS** of this "**Bond**" is deleted and replaced with the following:

- (t) damages resulting from any civil, criminal or other legal proceeding if a final and non-appealable adjudication in an underlying proceeding adverse to such "**Insured**" establishes that the "**Insured**" has engaged in a "criminal organization offence" or a "racketeering activity", except when the "**Insured**" establishes that the act or acts giving rise to such damages were committed by an "**Employee**" or "**Agent**" under circumstances which result directly in a loss to the "**Insured**" covered by **Insuring Agreements A** or **H**. For the purposes of this exclusion, "criminal organization offence" is defined in the *Criminal Code*, R.S.C. [1985], c. C-46 and "racketeering activity" is defined in *18 United States Code 1961* et seq., as amended;

All other terms and conditions of the policy remain unchanged.