

Religious Institution Crime Coverage
Extensions Endorsement

THIS ENDORSEMENT CHANGES THE POLICY- READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Building and Personal Property Coverage Form

Words and phrases that appear in quotation marks have special meaning. Refer to SECTION E - DEFINITIONS.

A. Crime Coverage Extensions

The following are added to the Coverage Extensions:

1. Theft, Disappearance and Destruction Coverage

- a. The insurance provided by this Coverage Form is extended to apply to:
 - (1) Loss of "money" and "securities":
 - (a) Inside the "premises" or a "banking premises", or
 - (b) Outside the "premises" in the care and custody of a "messenger":
resulting directly from "theft", disappearance or destruction.
 - (2) Loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the "premises" resulting directly from an actual or attempted:
 - (a) "Theft" of; or
 - (b) Unlawful entry into:
those containers.
 - (3) Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities" inside the "premises" if you are the owner of the "premises" or are liable for damage to it.
 - (4) Loss of "money" and "securities" resulting directly from "theft", disappearance or destruction while outside the "premises" in the care and custody of an armored motor vehicle company. We will pay only for the amount of loss that you cannot recover.
 - (a) Under your contract with the armored motor vehicle company; and
 - (b) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.
 - (c) The most we will pay for loss in any one occurrence under this Extension is \$3,000. Under this Extension, all loss, whether caused by one or more persons or involving a single act or a series of related acts, will be considered one occurrence.

2. Robbery and Safe Burglary Coverage

- a. The insurance provided by this Coverage Form is extended to apply to:
 - (1) Loss of, and loss from damage to, "property other than money and securities":
 - (a) Inside the "premises" in the care and custody of a "custodian", or
 - (b) Outside the "premises" in the care and custody of a "messenger":
resulting directly from actual or attempted robbery.
 - (2) Loss from damage to the "premises" or its exterior resulting from an actual or attempted "robbery" of "property other than money and securities" inside the "premises" in the care and custody of a "custodian", but only if you are the owner of the "premises" or are liable for damage to it.
 - (3) Loss of, and loss from damage to, "property other than money and securities" resulting directly from actual or attempted "robbery" while outside the "premises" in the care and custody of an armored motor vehicle company. But we will pay only for the amount of loss you cannot recover:
 - (a) Under your contract with the armored motor vehicle company; and
 - (b) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.But "property other than money and securities" does not include motor vehicles, trailers or semitrailers, or equipment and accessories attached to them.
- b. The insurance provided by this Coverage Form is extended to apply to:
 - (1) Loss of, and loss from damage to "property other than money and securities" inside the "premises" in a safe or vault resulting directly from actual or attempted "safe burglary".
 - (2) Loss from damage to:
 - (a) The "premises" or its exterior; or
 - (b) A locked safe or vault located inside the "premises":
resulting directly from an actual or attempted "safe burglar", but only if you are the owner of the property or are liable for damage to it.
- c. The most we will pay for loss in any one occurrence under this Extension is \$3,000. But we will only pay up to \$1,000 in any one occurrence under this Extension for loss of, and loss from damage to:

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- (1) 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
- (2) Manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

Under this Extension, all loss, whether caused by one or more persons or involving a single act or a series of related acts, will be considered one occurrence.

3. Religious Institution Member Dishonesty Coverage

- (a) The insurance provided by this Coverage Form is extended to apply to loss of, and loss from damage to, "money", "securities" and "property other than money and securities" caused by "religious institution member dishonesty". The "religious institution member dishonesty" must occur within the territory specified in the Crime Extensions Condition, Territory, except that we will pay for loss caused by a "religious institution member" while temporarily outside of this territory, for a period of not more than 90 days.
- (b) The most we will pay for loss in any one occurrence under this Extension is \$3,000. Under this Extension, all loss caused by or involving one or more "religious institution members", whether the result of a single act or a series of related acts will be considered one occurrence.

B. Deductible

We will not pay for loss in any one occurrence under the Crime Coverage Extensions until the amount of loss exceeds the applicable Deductible shown in the Declarations for insurance under this Coverage Form. We will then pay the amount of loss in excess of the Deductible, up to the applicable Limit of Insurance.

C. Crime Extensions Exclusions

The following exclusions apply to the Crime Coverage Extensions. None of the exclusions in the applicable Causes of Loss Form apply to these Extensions.

1) General Exclusions

We will not pay for loss as specified below:

- (a) Acts Committed by you or your partners: Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
- (b) Governmental Action: Loss resulting from seizure or destruction of property by order of governmental authority.
- (c) Indirect Loss: Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
 - (1) Your inability to realize income that you would have realized had there been no loss of, or loss

from damage to, property to which this insurance applies.

- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
- (d) Legal Expenses: Expenses related to any legal action.
- (e) Nuclear: Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
- (f) War and Similar Actions: Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

2) Special Exclusions

a. Theft, Disappearance and Destruction Coverage

We will not pay for loss as specified below:

- (1) Accounting or Arithmetical Errors or Omissions: Loss resulting from accounting or arithmetical errors or omissions.
- (2) Acts of Employees, Directors, Trustees or Representatives: Loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives.
 - (a) Acting alone or in collusion with other persons; or
 - (b) While performing services for you or otherwise.
- (3) Exchanges or Purchases: Loss resulting from the giving or surrendering of property in any exchange or purchase.
- (4) Fire: Loss from damage to the "premises" resulting from fire, however caused.
- (5) Money Operated Devices: Loss 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.
- (6) Transfer or Surrender of Property: Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
 - (a) On the basis of unauthorized instructions; or
 - (b) As a result of a threat to do bodily harm to any person or damage to any property.

But, this exclusion does not apply to loss of "money" and "securities" while outside the

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“premises” or “banking premises” in the care and custody of a “messenger” if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- (7) Vandalism: Loss from damage to the “premises” or its exterior or to the containers of property to which this insurance applies, by vandalism or malicious mischief.
- (8) Voluntary Parting of Title to or Possession of Property: Loss resulting from your, 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.

b. Robbery and Safe Burglary Coverage

We will not pay for loss as specified below:

- (1) Acts of Employees, Directors, Trustees or Representatives: Loss resulting from any dishonest or criminal act committed by any of your “employees”, directors, trustees, or authorized representatives:
 - (a) Acting alone or in collusion with other persons; or
 - (b) While performing services for you or otherwise.
- (2) Fire: Loss resulting from fire, however caused, except loss from damage to a safe or vault.
- (3) Transfer or Surrender of Property: Loss of, or loss from damage to, property after it has been transferred or surrendered to a person or place outside the “premises”:
 - (a) On the basis of unauthorized instructions or;
 - (b) As a result of a threat to do bodily harm to any person or damage to any property.

But this exclusion does not apply to loss of “property other than money and securities” while outside the “premises” in the care and custody of a “messenger” if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- (4) Vandalism: Loss from damage to any property by vandalism or malicious mischief.

c. Religious Institution Member Dishonesty Coverage

In addition to the General Exclusions in this Endorsement, the following exclusions apply to this Extension:

We will not pay for loss as specified below:

- (1) Caused by any “religious institution member” for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
- (2) We will not pay for loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.

D. Crime Extensions Conditions

The Crime Coverage Extensions are subject to the conditions described in this section and the Common Policy Conditions. None of the Commercial Property Conditions or the Additional Conditions and Loss Conditions in the Coverage Form apply to these Extensions.

1. General Conditions

a. Consolidation - Merger

If through consolidation or merger with, or purchase of assets of, some other entity:

- (1) Any additional persons become “employees”, or
 - (2) You acquire the use and control of any additional “premises”.
- any insurance afforded for “employees” or “premises” also applies to these additional “employees” and “premises”, but only if you give us written notice within 30 days thereafter and pay us additional premium.

b. Discovery Period for Loss

We will pay only for covered loss discovered no later than one year from the end of the policy period.

c. Duties in the Event of Loss

After you discover a loss or a situation that may result in loss of, or loss from damage to property to which this insurance applies, you must:

- (1) Notify us as soon as possible.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Give us a detailed, sworn proof of loss within 120 days.
- (4) Cooperate with us in the investigation and settlement of any claim.

d. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next

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- named Insured will become the first named Insured.
- (2) If any Insured or partner or officer of that Insured had knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
 - (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
 - (4) If this insurance is canceled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
 - (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.
- e. **Legal Action Against Us**
You may not bring any legal action against us involving loss:
- (1) Unless you have complied with all the terms of this insurance; and
 - (2) Until 90 days after you have filed proof of loss with us; and
 - (3) Unless brought within 2 years from the date you discover the loss.
- f. **Insurance Under Two or More Coverages**
If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
- g. **Loss Sustained During Prior Insurance**
- (1) If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss has expired, we will pay for it under this insurance, provided:
 - (a) This insurance became effective at the time of cancellation or termination of the prior insurance; and
 - (b) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
 - (2) The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:
 - (a) This insurance as of its effective date; or
 - (b) The prior insurance had it remained in effect.
- h. **Loss Covered Under this Insurance and Prior Insurance Issued by Us or Our Affiliate**
- If any loss is covered:
- (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest; the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.
- i. **Non-Cumulation of Limit of Insurance**
Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- j. **Other Insurance**
This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity, but not for more than the Limit of Insurance.
- k. **Ownership of Property - Interests Covered**
The property covered under this insurance is limited to property:
 - (1) That you own or hold; or
 - (2) For which you are legally liable.However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.
- l. **Policy Period**
- (1) The Policy Period is shown in the Declarations.
 - (2) Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.
- m. **Records**
You must keep records of all property to which this insurance applies so that we can verify the amount of any loss.
- n. **Recoveries**
- (1) Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
 - (a) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
 - (b) Then to us, until we are reimbursed for the settlement made;

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- (c) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.
 - (2) Recoveries do not include any recovery:
 - (a) From insurance, surety ship, reinsurance, security or indemnity taken for our benefit; or
 - (b) Of original "securities" after duplicates of them have been issued.
 - o. Territory**

This insurance covers only acts committed or event occurring within the Commonwealth of Puerto Rico.
 - p. Transfer of Your Rights of Recovery Against Others to Us**

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.
 - q. Valuation – Settlement**
 - a. Subject to the applicable Limit of Insurance provision we will pay for:**
 - (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
 - (a) At face value in the "money" issued by that country; or
 - (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
 - (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities;"
 - (b) 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:
 - i. Value of the "securities" at the close of business on the day the loss was discovered; or
 - ii. Limit of Insurance.
 - (3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:**
 - (a) Actual cash value of the property on the day the loss was discovered;
 - (b) Cost of repairing the property or "premises;" or
 - (c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.
 - b. We may, at our option, pay for loss of, or loss from damage to, property other than "money."**
 - (1) In the "money" of the country in which the loss occurred; or
 - (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
 - c. Any property that we pay for or replace becomes our property.**
- 2. Special Condition**
 - a. Theft, Disappearance and Destruction Coverage or Robbery and Safe Burglary Coverage. Additional Duty In The Event Of Loss**

If you have reason to believe that any loss of, or loss from damage to property to which this insurance applies involves a violation of law, you must notify the police.
 - b. Religious Institution Member Dishonesty Coverage**

In addition to the Common Policy Conditions and the General Conditions in this Endorsement, the following conditions apply to this Extension:

 - (1) **Cancellation as to Any Religious Institution Member**

This insurance is cancelled as to any "religious institution member":

 - (a) Immediately upon discovery by you, or upon discovery by a clergyman or official of your religious institution not in collusion with the "religious institution member, of any dishonest at committed

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by that "religious institution member", whether before or after becoming a member of your religious institution.

- (b) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last known address will be sufficient proof of notice. Delivery of notice is the same as mailing.

(2) Additional Duties in the Event of Loss

In the event of any loss of the type to which this insurance applies, you must:

- (a) Notify us as soon as possible even if the loss falls entirely within the applicable deductible amount; and
(b) Give us a statement describing the loss upon our request:

E. Definitions

1. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. **"Custodian"** means you or any of your "religious institution members" while having custody of the property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
3. **"Employee"** means:
 - a. Any natural person:
 - (1) While in your service (and for 30 days after termination of service); and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you.
 - b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises".But "employee" does not mean any:
 - a. Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - b. Director or trustee except while performing acts coming within the scope of the usual duties of an employee.
4. **"Messenger"** means you or any of your "religious institution members" while having care and custody of property outside the "premises".
5. **"Money"** means:
 - a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and money orders held for sale to the public.

6. **"Property Other Than Money and Securities"** means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in a Crime Coverage Extension as not included.
7. **"Premises"** means the interior of that portion of any building which you occupy in conducting your religious institution activities and to which this endorsement applies.
8. **"Robbery"** means the taking of property from the care and custody of a person by one who has:
 - a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
9. **"Safe Burglary"** means the taking of:
 - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; and
 - b. A safe or vault inside the "premises".
10. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
11. **"Theft"** means any act of stealing.
12. **"Watchperson"** means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.
13. **"Religious Institution Member"** means the clergy and the other religious leaders of your religious Institution, your religious Institution officials, "employees" and volunteers.
14. **"Religious Institution Member Dishonesty"** means only dishonest acts committed by a "religious institution member" whether identified or not, acting alone or in collusion with other persons, except you, with the manifest intent to:
 - a. Cause you to sustain loss; and also
 - b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other benefits earned in the normal course of employment or in the normal performance of service for you) for the "religious institution member" or for any person or organization intended by the "religious institution member" to receive the benefit.