

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## SAFE DEPOSITORY

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY

**A. Schedule\***

	Address Of Premises	Limit Of Insurance Per Occurrence	Deductible Amount
<input type="checkbox"/> Loss Of Customers' Property – In Safe Deposit Boxes		\$	\$ N/A
<input type="checkbox"/> Robbery Or Burglary Of Customers' Property – Premises Damage		\$	\$
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.			

**B. Provisions**

- The following section(s) of this insuring agreement for which a Limit of Insurance is shown in the Schedule, is added to Section **A. Insuring Agreements**:

**a. Loss Of Customers' Property – In Safe Deposit Boxes**

We will pay for loss of or damage to "customers' property" for which you are legally liable while the property is:

- In a safe deposit box in a vault inside the "premises";
- Stored in such vault inside the "premises"; or
- Temporarily elsewhere inside the "premises" during the course of deposit or removal from the safe deposit box or vault.

If you are sued for refusing to pay for loss of or damage to "customers' property", and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the applicable Limit of Insurance shown in the Schedule.

**b. Robbery Or Burglary Of Customers' Property – Premises Damage**

- We will pay for loss of or damage to "customers' property" while the property is:
  - In a safe deposit box in a vault inside the "premises";
  - Stored in such vault inside the "premises"; or
  - Temporarily elsewhere inside the "premises" during the course of deposit or removal from the safe deposit box or vault;
 

resulting directly from an actual or attempted "robbery" or "burglary", destruction or damage.
- We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "burglary" if you are the owner of the "premises" or are liable for damage to it.

- (3) We will pay for loss of or damage to a locked safe, vault or safe deposit box located inside the "premises" resulting directly from an actual or attempted "robbery" or "burglary".
2. Section **B. Limit Of Insurance** is replaced by the following:  
The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Schedule.
3. Under Section **C. Deductible**:
- a. As respects Paragraph **1.a.**, Section **C. Deductible** does not apply.
  - b. As respects Paragraph **1.b.**, Section **C. Deductible** is replaced by the following:  
We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Schedule. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.
4. Under Section **D. Exclusions**:
- a. The Acts Of Employees, Managers, Directors, Trustees Or Representatives Exclusion and the Legal Expenses Exclusion do not apply to Paragraph **1.a.**
  - b. The following exclusions are added:  
This Insuring Agreement does not apply:
    - (1) Under Paragraph **1.a.**, to loss resulting from liability you assume under any written agreement.
    - (2) Under Paragraph **1.b.**, to loss of or damage to property resulting from fire, however caused except loss from damage to a safe deposit box, safe or vault.
    - (3) Under Paragraph **1.b.**, to loss of or damage to property resulting from insects, animals, wear and tear, gradual deterioration or inherent vice.
5. Under Section **E. Conditions**:
- a. The Records Condition does not apply to this Insuring Agreement.
  - b. The following condition is added:  
Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Insuring Agreement.
  - c. The **Ownership of Property; Interests Covered** Condition is replaced by the following:  
The property covered under this Insuring Agreement is limited to property belonging to your customers while the property is in a safe deposit box, inside the "premises" or in your possession.  
However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your customer. Any claim for loss that is covered under this Insuring Agreement must be presented by you.
6. Under Section **F. Definitions**:
- a. "Burglary" means the taking of property:
    - (1) From inside a locked safe deposit box in a locked vault by a person unlawfully entering the box and vault; or
    - (2) If not contained in a safe deposit box, from inside a locked vault by a person unlawfully entering the vault, as evidenced by marks of forcible entry upon its exterior.
  - b. "Customers' Property" means:
    - (1) As respects Paragraph **1.a.**, "money", "securities" and "other property".
    - (2) As respects Paragraph **1.b.**, "securities" and "other property".