

## BANKS AND OTHER FINANCIAL INSTITUTIONS ENDORSEMENT

It is agreed the following exclusions are added to this policy:

This policy does not apply to DAMAGES:

1. (a) arising out of **PERSONAL INJURY** or **PROPERTY DAMAGE**, direct or consequential, and expenses on account of loss arising out of property, real or personal, held by or in the care, custody or control of the **INSURED** in any **FIDUCIARY** capacity as trustee, guardian, executor, administrator, custodian, escrow or in a similar capacity.  
  
 (b) For coins, currency, bullion, precious metals of all kinds and in whatsoever form and articles made therefrom, gems, precious and semi-precious stones, certificates of stocks, bonds, coupons and all other forms of securities, bills of lading, warehouse receipts, checks, drafts, money orders, stamps, insurance policies, and all other negotiable and non-negotiable instruments or contracts representing money or other property real or personal, or interests therein, and other documents, valuables and the like in which the **INSURED** has an interest, the custody of which the **INSURED** has an interest or has undertaken, either gratuitously or otherwise whether legally liable therefore or not;
2. Arising out of any obligation assumed by or on behalf of the **INSURED** under any binder, policy or contract of insurance, reinsurance, suretyship, annuity or endowment, or resulting from any acts, errors or omissions in effecting such binders, policies or contracts;
3. Arising out of any negligent act, error, omission or breach of duty in performing or failure to perform banking or **FIDUCIARY** services, in giving financial, economic or investment advice, or in rendering investment, advisory or management services;
4. Arising out of, brought about by, or contributed to by any dishonest or fraudulent acts of the **INSURED** or any director, officer or employee of the **INSURED**;
5. Arising out of the ownership, maintenance, operation, use, control or management of any property or business enterprise for which the insured is acting in a fiduciary or representative capacity, unless such liability is covered by valid and collectible

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**PRIMARY INSURANCE**, and then only for such hazards for which coverage is afforded under the **PRIMARY INSURANCE**;