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STATE OF THE UNION, REVISITED

A follow-up on credit unions and cooperatives.

Adapted from a Shiur by Rav Shmuel Honigwachs

Our recent article following the *Kol Kore* (rabbinic proclamation) on credit unions (“State of the Union: May One Join PenFed or First Atlantic?”) prompted many questions from readers about other entities with similar structures to credit unions, particularly mutual whole life insurance companies.

A mutual company, also known as a cooperative, is one in which the customers or clients are also the owners. In the case of insurance, a mutual company is one owned by its policyholders, each of whom is therefore both insurer and insured.

In a traditional whole life insurance policy with a guaranteed return, the policyholder is guaranteed, as long as he continues to pay the premiums, a payout of the policy’s face value to his beneficiaries upon his death. In addition, a cash value accrues within the policy, and it is guaranteed to grow at a designated annual rate. A policyholder may borrow money from the insurance company against this cash value at low interest. Should he die having never paid back the loan, what he owes is deducted from the death benefit paid out to the beneficiary. If a policyholder chooses at any point to surrender his policy, he receives the accrued cash value less fees.

If credit unions are forbidden because the members are viewed as partners lending to each other with interest, readers asked, would a mutual life insurance company be viewed this way too? And if so, would an insurance policy like this be forbidden, because the Jewish

policyholder is giving money to the partnership, which includes other Jews, in exchange for the promise of a return with interest?

In my opinion, this is not a problem at all. Since every policyholder receives equal treatment, none of them is lending to another. Were the company to go bankrupt, no policyholder would personally have to pay any other policyholder. The promised rate of return is nothing more than the company declaring that it is doing so well and on such strong financial footing that the cash value of each policyholder’s stake will certainly increase by that amount. I presented this argument to Rav Shlomo Miller *shlit”a* and he concurred.

Another issue that was raised concerns the right of a policyholder to borrow money at interest from the company, using the cash value accumulated within his policy as collateral. Wouldn’t this present a *Ribbit* problem? As a policyholder, isn’t my money potentially going to be loaned to other Jewish policyholders at interest?

I believe that this is generally not a problem either, because this loan facility appears not to be a true loan but simply the right to partially cash out the policy with the opportunity to buy back in at a slightly higher rate (the “interest”). This is how literature from New York Life explains the feature. Presented with this literature, Rav Miller accepted this argument as well. Of course, it may be different with other insurers, so check with the company and a *Posek*.

Rav Shlomo Miller on Credit Unions: An Update

Corporations were created as a means to shield participants in a business venture from personal liability. It has shareholders, but shareholders are not owners. A corporation has its own identity and legal “personhood”; what the corporation does is not attributable to its shareholders or its employees personally. As Leon Metzger, adjunct professor of finance at NYU’s Stern School of Business, writes: “It is a myth that sharehold-

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Summary of Parasha & Halacha Shiur on Ki Tissa by Rav Yehoshua Sova

Distracted by Design: How to stay focused in our Tefillah?

In this Parasha we read about the sin of the golden calf. This sin was caused by a disconnect between the Jews and Hashem, as the Gemara compares this to a bride leaving her Huppah for another man. That’s why the Midrash says they made 13 calves, one for each Shevet, because they weren’t united.

The Poskim discuss whether we can make forms of lions, calves etc. as a Shul decoration and the like, and if a Shul already has such items is it permissible to remove them or is it a form of desecration.

Hacham Ovadia in *Yehave Daat* writes that, while only a carved-out form of a man and not a drawing is a problem of crafting a form which is akin to *Avodah Zara*, still the *Ohr Zarua* writes that drawings in a Shul can distract people from the Tefilla. Accordingly, the *Maharam M’Rottenburg* writes that one shouldn’t draw pictures in the Siddur. *Maran* in his *Teshuvot Avkat Rochel* and the *Hida* both strongly condemn having elaborate pictures and drawings in a Shul, that can distract people from the Tefilla. It goes without saying that one shouldn’t bring a phone into a *Bet Keneset*.

Furthermore, Hacham Ovadia writes that it is not called an act of desecration to the Shul to take these designs away because it is meant to rectify the *Kavana*. He cites the *Tzvi Tiferet* who says that even sewing special designs unto the *Parochet* or *Sefer Torah* can be a distraction. [He cites the *Nehar Afarsemon* who jokingly

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GENERAL HALACHA

KOSHER KEURIG:

Dipping the Keurig Machine and Other Sensitive Electric Appliances

Reviewed by Rav Mordechai Lebar, Rosh Kollel Link Los Angeles and Posek for the SHC



A staple in the modern day work place, the Keurig coffee machine is a source of delight and relaxation from the day-to-day stress of the office. Having brewed coffee in a matter of seconds without a lingering mess is a modern marvel, which, with all of its metal components, leaves many observant Jews marveling about another point: is one required to dip it in a Mikve before usage?

TEVILLAT KELIM

The Torah mandates that a Jew's utensils used in food preparation [provided they actually come in contact with food] must be immersed in a proper Mikve. The Mishna states that this includes pots that are used for heating water. As such, it would seem that a Jewish owned Keurig brewer would require immersion prior to use.

The problem however, is that these machines generally have a computer chip that would get destroyed if immersed in water, rendering it useless (and voiding the warranty). This leaves us with the difficult decision of giving up this advantageous machine altogether, or finding some other solution.

DOES A KEURIG REALLY NEED TEVILLA?

We must first clarify whether or not a Keurig machine really needs *Tevilla*. The Torah only enumerates metal utensils in the obligation of *Tevilla*, and the rabbinic ordinance includes glass utensils as well. Plastic is customarily not dipped. In general, the components of the Keurig machine that actually come in contact with the water are almost entirely plastic – with the exception of the two pins that puncture the coffee packet, and an internal met-

al bowl that actually heats the water. Since, however, those metal parts are intrinsic to the preparation and come in contact with the water, many *Poskim* maintain that the entire machine is considered to be of a material that needs *Tevilla*.

Another consideration is that the Keurig machine needs electricity to function, which requires a connection to an outlet at all times. Therefore, some *Poskim* suggest that we can consider it to be attached to the ground. Utensils that are attached to the ground are generally exempt from *Tevilla*. However, it is very difficult to rely on this for two reasons. Firstly, many early *Poskim* are of the opinion that attaching a utensil to the ground does not absolve the obligation to dip it whatsoever. Secondly, many *Poskim* consider it extremely unreasonable to think that plugging in an appliance would be considered attaching it to the ground.

WHEN THERE IS NO SOLUTION

A different line of reasoning contends that since the machine cannot be immersed without breaking it, that itself absolves one from doing so. There are two ways to understand this leniency. One is, that this shouldn't be any different than any other positive *Mitzva*, of which one who is an "Oness" [lit. coerced] is exempt. For instance, we find that someone whose *Tzitzit* tear on *Shabbat* may continue wearing them for the duration of the day because they cannot be repaired anyway on *Shabbat*. However, this proof is refutable, as we only allow wearing the *Tzitzit* while one is in a public domain. As soon as a private domain is reached, he must remove them, despite his inability to repair them until after *Shabbat*.

A second understanding is that any utensil whose immersion will be ineffective does not need *Tevilla*. The precedent for this is the *Rama* who rules that a utensil owned by a partnership of a Jew and non-Jew is exempt from *Tevilla*. His source is the *Sefer Issur VeHeter*, who explains that since it will remain [partially] a non-Jewish utensil, *Tevilla* (which is in essence to purify it from its previous non-Jewish ownership) will always be ineffective and thus exempt. Based on this, some suggest that if the utensil will break by immersing it, it too will be exempt. However, this comparison is definitely disputable, for while in the case of *Rama* the *Tevilla* would be *Halachically* ineffective, in the case of the Keurig the *Tevilla* would technically be just fine – only that it would render the machine ineffective.

ON CONSIGNMENT

The above discussion leads us to a possible solution, which is to sell a share of the machine to a non-Jew, rendering him a partner and thus gaining the *Heter* mentioned in the *Rama*. Although this seems like a great idea, there are various early *Teshuvot* that discuss utensils that are too big to be dipped, and yet, none offer this seemingly simple solution. The *Aharonim* try to understand why that is. Some present day *Poskim* suggest that even the *Rama* never meant that one may do so *L'Chat'hila* – rather, the *Rama* was only ruling that if one bought a utensil in partnership with a gentile then, by default, they are exempt.

How about taking this loophole a step further – and rather than entering a partnership – let us sell the entire thing to a non-Jew, and borrow it back indefinitely. Certainly, everyone agrees that something belonging to a non-Jew is exempt even *L'Chat'hila*?

Although *Maran* writes that one is permitted to do so if he realized he will not be able to dip his utensils on *Erev Shabbat*, which would imply that it is preferable not to rely on this method if one is able to dip his utensil, nevertheless, in the *Bet Yosef*, *Maran* writes that one may do so even on a weekday, if one does not have a *Mikve*. Hacham Ovadia Yosef זצ"ל compares an electric kettle or other utensils that may get destroyed when dipped in a *Mikve* to this *Heter* of *Maran*, as in both cases one has an extenuating circumstance that prevents him from being able to perform a proper *Tevilla*. [It is important to note that not all electric utensils will get destroyed as a result of being dipped in a *Mikve*. The Keurig's computer chip is the main reason why it cannot survive a *Tevilla*.]

DO IT YOURSELF

There is one other solution that seems to be accepted by all *Poskim*, though it does seem unconventional. That is if the machine would be dismantled or broken to an extent that it cannot be used at all without a professional repair. At that point it is *Halachically* not a *Keli* (vessel) altogether. It would then be repaired or re-assembled by a Jewish technician, thereby regarded to be a Jewish made utensil. A utensil made by a Jew and sold to a Jew [without non-Jewish ownership in between] is certainly exempt from *Tevilla* [not surprisingly, "kosherizing" Keurigs has already become a business in some religious communities!]. On the other hand, since this process is quite complicated both technically and *Halachically*, the "partnership" option mentioned above is the preferable method.

MATTERS OF INTEREST

AVISSAR FAMILY RIBBIT AWARENESS INITIATIVE

USING A BORROWER'S CD OR MP3 PLAYER

Reuven owes Shimon money. May Shimon use Reuven's CD or MP3 player without permission if he knows Reuven lets others use it without permission?

May Shimon take some of Reuven's coffee in the coffee room without permission, if he is sure Reuven doesn't mind?

Shimon may not use the CD or MP3 player without Reuven's knowledge. This is a unique limitation even between friends, aimed at preventing a lender from dominating a borrower. Therefore, *although Reuven would*



definitely allow Shimon to use the CD or MP3 player without permission just as he allows anyone else, nevertheless since Shimon has the status of a lender he is required to ask permission first.

In instances where Reuven has *previously* allowed Shimon to use his CD or MP3 player (*ragil*) without permission, most *Poskim* permit Shimon to use them now even though he currently has the status of a lender. The same would apply to taking coffee without

permission.

In the case of the coffee, aside from the laws of *Ribbit* there is an issue of *Gezela* (theft) according to some *Poskim* (who differentiate between consumption and borrowing) although he knows his friend would let him take.

One should therefore be stringent and ask permission, unless specifically granted permission to take whenever they want.

HALACHOT OF DAILY LIVING

Topics From The Gerald & Karin Feldhamer Ou Kasher Halacha Yomis

Laws related to Berachot

Does the obligation to recite one hundred Berachot apply even on Shabbat?

Yes. Although on *Shabbat* the *Tefillot* contain fewer *Berachot*, one must still fill the quota of 100 *Berachot*. On Friday night, one recites 11 *Berachot* during *Arvit*, and an additional 47 *Berachot* are recited during *Shaharit*, *Musaf* and *Minha*. One must eat three meals on *Shabbat* which adds an-

other 18 *Berachot* (2= *Al Netilat Yadayim* + *HaMotzi*, 4= *Birkat HaMazon*), and there are few additional *Berachot* recited for *Kiddush*, *HaMapil* (if your custom is to say it with a *Shem U'Malchut*) and after using the restroom. Still, on an average *Shabbat*, one will find themselves about 18 *Berachot* short. Therefore, the *Shulhan Aruch* (OH 290:1) writes that one should eat sweet fruit and smell various fragrant spices to accumulate extra *Berachot* throughout the day. *Bedi'avad* (if one has no choice) one can rely on answering *Amen* to the *Berachot* of *Keriat HaTorah* and *Haftara* (an additional 27 *Berachot*). Getting an *Aliyah* or going up for *Hazzan* can



also help. There is also an opinion that reciting the prayer of "*Ein Kelokenu*", which has in it all the components of a *Beracha*, is equivalent to having recited 12, and some say 20, *Berachot*.

EVENTS AND HAPPENINGS AT THE BET HAVAAD

and ended with a lively Q&A hosted by Rabbi Dovid Grossman, shlit"a. These Halacha seminars provide participants with practical Halachic guidance on contemporary issues in business Halacha.

Sephardic Halacha Center Business Halacha Breakfast

When is it permissible to sue in court? Can you go to an industry arbitration group? Can you send a lawyer's letter threatening a lawsuit? These and other questions were the topic of the recent Business Halacha Breakfast this past Sunday in Shaare Ezra Congregation in Long Branch, NJ. The event began with introductory remarks from Rabbi Yo-sef Kushner, shlit"a, followed by Rabbi Ariel Ovadia, shlit"a,

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ers own corporations. Corporations own themselves. Shareholders, however, have certain rights.”

But the corporation doesn't exist in *Halacha*, under which only people can own things. Given that the corporation exists under *Dina D'Malchuta (the law of the land)*, how does *Halacha* treat it?

Rav Chaim Pinchas Scheinberg ztz"l is reputed to have held that, *Halachically*, what's owned by a corporation is not viewed as having an owner at all. But most *Poskim* rule that it is not logical to view the assets as ownerless, so the shareholders are considered the *Halachic* owners. *Talmidim* of Rav Aharon Kotler ztz"l say in his name that a corporation with majority non-Jewish shareholders is seen as non-Jewish for *Halachic* purposes like *Ribbit*. Rav Shlomo Miller maintains that the case is somewhat akin to that of an animal descended from three *Haya* (undomesticated animal) and one *Behema* (domesticated animal) “grandparents,” which the *P'ri Megadim* rules is treated like a *Haya* in that its *Helev (certain fatty portions forbidden to eat in domesticated animals)* is permitted to eat.

The original article explained Rav Moshe Feinstein's view of corporate shareholders: A share-

holder is not *Halachically* an owner unless he is a major one with a real say in the operation of the company.

Rav Shlomo Miller doesn't fully accept this view, but he is concerned that perhaps a credit union is not legally viewed as an entity independent of its members in the same way as a corporation and is fundamentally just a partnership—which is a valid *Halachic* structure—and for a Jewish partner to lend to or borrow from another Jewish partner is forbidden. He feels that further research into the matter is necessary, including consultation with legal authorities, and that at present one may continue to make payments and take interest from a credit union. However, because the issue is not settled, one should consult with his *Posek*. Some authorities on secular law feel that the defining feature of a corporation is liability protection, which credit unions have, and that this would suggest they are more like corporations.

The Credit Union on the Lower East Side

A reader of the article called to say he had information about the credit union that was the subject of Rav Moshe's *Teshuva*, having discussed the matter with Rav Moshe at the time, and that it was founded by Jewish socialists and had virtually all Jewish members.

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remarked that the lions aren't the ones who have to uphold the ten commandments but rather the people! Hacham Ovadia concludes that although Maran in Shulhan Aruch writes that its permitted, nevertheless the Be'er Moshe writes that L'Chatehila – preferably – one should refrain from such things.

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