



## **RESIDENCE HELD IN TRUST** **For Use With FL-20 and FL-CPL**

Refer to Declarations or Supplemental Declarations if information is not shown on this endorsement.

We provide coverage under this endorsement subject to the *terms* of *your* policy.

### **SCHEDULE**

Trust Name and Address:

Trustee Name(s) and Address(es):

### **WHAT WE COVER**

This endorsement modifies *your* policy with respect to the Trust and Trustee(s) named in the Schedule.

### **DEFINITIONS**

1. **Insured**-In all policy forms where it appears, the definition of *insured* is amended to include:
  - a. The Trustee(s) named in the Schedule for:
    - 1) Coverage A-**Residence** and Coverage B-Related Private Structures On The Premises; and
    - 2) Coverage L-Personal Liability and Coverage M-Medical Payments To Others, but only for **bodily injury or property damage** arising out of the ownership, maintenance or use of the **insured premises** defined in 3.a. below.

However, this amended definition applies only with respect to the Trustee's duties as a Trustee of the Trust named in the Schedule.
2. **Business**-In all policy forms where it appears, the definition of **business** is amended to include:
  - a. **Business** does not include activities performed by the Trustee(s) named in the Schedule in connection with their fiduciary duty to administer the Trust named in the Schedule.
3. **Insured Premises**- In all policy forms where it appears, the definition of **insured premises** is deleted and replaced with the following:
  - a. The following real property, but only if legal title to the real property is held in trust with respect to the Trust named in the Schedule:
    - 1) Described Location:
      - a) If there is a one to four family house described in the Declarations, the **insured premises** means that house, related private structures, and grounds at that location;
      - b) If there is a townhouse or row house described in the Declarations, the **insured premises** means that townhouse or row house, related private structures and grounds used or occupied exclusively by **your** household for residential purposes at that location;
      - c) If there is a one or two family mobile home described in the Declarations, the **insured premises** mean that mobile home, related private structures and grounds at that location; or
      - d) If there is a condominium unit, cooperative, apartment or rental premises described in the Declarations, the **insured premises** mean the parts of the described location which are used or occupied exclusively by **your** household for residential purposes.
    - 2) Sections a) through f) below only apply to Coverage L-Personal Liability and Coverage M-Medical Payments To Others.
      - a) Other premises listed in the Declarations;
      - b) The portion of any residential premises acquired by **you** for **your** occupancy during the policy period;
      - c) Vacant land (other than **farm** land) owned by an **insured** including land on which a **residence** is being constructed for the personal use of an **insured**;
      - d) Individual or family cemetery lots and burial vaults;

- e) Any premises used by **you** in connection with the Described Location in 1) above; and
  - f) Approaches and access ways immediately adjoining the **insured premises**.
- b. For Coverage L-Personal Liability and Coverage M-Medical Payments To Others only, **insured premises** also include the following:
- 1) Vacant land (other than **farm** land) rented to an **insured** including land on which a **residence** is being constructed for the personal use of an **insured**; and
  - 2) The portion of any residential premises, not owned by an **insured**, while temporarily occupied by an **insured**.

## EXCLUSIONS

The following additional exclusions apply to Coverage L-Personal Liability and Coverage M-Medical Payments To Others.

This policy does not apply to:

- 1. **Bodily injury** or **property damage** arising out of any act or decision or failure to act or decide by any Trustee in administering the Trust or any breach of fiduciary duty by a Trustee.
- 2. **Bodily injury to you**, an **insured** or Trustee who qualifies as an **insured** as defined in this endorsement. Coverage does not apply for claims made or suits brought against that **insured** or for any person acting on their behalf, to repay or share damages with another person, who may be obligated to pay damages because of **bodily injury** to that **insured**.
- 3. **Personal injury to you**, an **insured** or Trustee who qualifies as an **insured** as defined in this endorsement when the **Personal Injury** Endorsement is made part of this policy. Coverage does not apply for claims made or suits brought against that **insured** or for any person acting on their behalf, to repay or share damages with another person, who may be obligated to pay damages because of **personal injury** to that **insured**.

## ADDITIONAL POLICY CONDITIONS

The following are added to the Policy Conditions contained in **your** policy.

- 1. If this policy is canceled, notice shall also be sent to the Trustee(s) named in the Schedule.
- 2. If this policy is not renewed by **us**, notice shall also be sent to the Trustee(s) named in the Schedule.
- 3. As often as **we** reasonably request, **we** must be provided with Trust documents for the Trust named in the Schedule. The Trust documents must be provided to **us** within 10 ten days from the date of **our** request.
- 4. **We** must be notified promptly of any of the following changes related to the Trust named in the Schedule:
  - a. The name and address of the Trust;
  - b. The Trustee(s) of the Trust, including an addition of Trustee(s) or removal of Trustee(s);
  - c. The mailing address of any Trustee(s);
  - d. Termination of the Trust;
  - e. Death or disability of a Trustee(s); or
  - f. The grantor (settlor or trustor) of the Trust discontinues living at the **insured premises**.

All other **terms** and conditions remain unchanged.