

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

## **FIDUCIARIES – FIDUCIARY INTEREST**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance applies to "bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of the ownership, maintenance or use, including all related operations, of property in any trust, guardianship or estate for which you are acting in a fiduciary or representative capacity, subject to the following additional provisions:

**A. Section II – Who Is An Insured** is amended to include as an insured each of the following to the extent set forth below:

1. Any co-fiduciary or co-representative of yours with respect to acts or omissions as such;
2. Any person or organization legally responsible with respect to your acts or omissions in a fiduciary or representative capacity; and
3. Any beneficiary, devisee, legatee, ward, heir or distributee of the trust, guardianship or estate, and any co-owner or life tenant of the property, with respect to acts or omissions as such.

However, the insurance, as afforded to any person or organization described in Paragraphs 1., 2. or 3. above, or to any person or organization while acting as your real estate manager, does not apply:

- a. To any "executive officer" or "employee" with respect to "bodily injury" to another "executive officer" or "employee" of the same employer or while performing his or her duties related to the conduct of your business;
- b. With respect to property or operations you designate in a written notice stating that this insurance is not required for such property or operations. The written notice must be given to us within 30 days after your knowledge of commencement of a fiduciary or representative relationship.

**B.** This insurance does not apply to "bodily injury" or "property damage" which occurs, or "personal and advertising injury" arising out of an offense which began, before you first had the right or duty to act in a fiduciary or representative capacity with respect to the pertinent property in such trust, guardianship or estate.

**C.** Property in any trust, guardianship or estate for which you are acting in a fiduciary or representative capacity will be deemed to be property owned by you.

**D.** Exclusion **j.(2)** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

j. "Property damage" to:

- (2) Premises you or the person or organization you succeed or represent, have sold, given away or abandoned, if the "property damage" arises out of any part of those premises;

**E.** Exclusion **I.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

- I. "Property damage" to "your work" or work performed by or on behalf of the person or organization succeeded or represented by you and arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf, or on behalf of the person or organization succeeded or represented by you, by a subcontractor.

**F. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

This condition does not entitle us to the right to exoneration or reimbursement from property with respect to which you have a fiduciary relationship.

**G. The definition of "your product" in the Definitions Section is replaced by the following:**

"Your product"

**a. Means:**

**(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

**(a)** You;

**(b)** Others trading under your name; or

**(c)** The person or organization you succeed or represent; or

**(d)** A person or organization whose business or assets you have acquired; and

**(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

**(2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.