



RESIDENCE HELD IN TRUST

For Use With Homeowners Policies

Refer to 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 for the *insured premises* held in trust and listed in the Declarations or Supplemental Declarations.

WHO IS AN INSURED

1. The definition of *insured* is amended to include:
 - a. The Trustee(s) named in the Schedule for Coverage A-Residence, Coverage B-Related Private Structures on the Premises, Coverage L-Personal Liability and Coverage M-Medical Payments To Others. With respect to Coverage L-Personal Liability and Coverage M-Medical Payments to Others, coverage provided by this endorsement is only applicable to *bodily injury* or *property damage* arising out of the ownership, maintenance or use of the *insured premises*. The coverage provided by this endorsement applies only with respect to the Trustee's duties as a Trustee of the Trust named in the Schedule.

ADDITIONAL DEFINITIONS

The following definitions are deleted from *your* policy and replaced as follows in this endorsement:

1. **Business** means a trade, profession, or other occupation including farming, all whether full, part time or on an occasional basis. **Business** shall include an activity engaged in for money, compensation or services that exceeds \$2,500 in value per year. **Business** shall not include:
 - a. Volunteer activities for which no money is received by the *insured* except payment or reimbursement of expenses;
 - b. Provision of home day care activities for which no compensation is received except a mutual exchange of services;
 - c. The rendering of home day care services to a relative of the *insured*; or
 - d. Activities performed by the Trustee(s) named in the Schedule in connection with their fiduciary duty to administer the Trust named in the Schedule.
2. **Insured Premises** means:
 - a. The following real property, but only if legal title to the real property is held in Trust by the Trustee(s) named in the Schedule:
 - 1) Described Location:
 - a) If *you* reside in the 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 *you* reside in the 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 *you* reside in the one or two family manufactured home described in the Declarations, the

insured premises means that manufactured home, related private structures and grounds at that location.

- d) If ***you*** reside in the condominium unit, cooperative, apartment or rented premises described in the Declarations, the ***insured premises*** means the parts of the described location which are used or occupied exclusively by ***your*** household for residential purposes.
- 2) For Personal Liability and Medical Payments to Others only, ***insured premises*** also include the following:
 - a) Other premises listed in the Declarations;
 - b) The portion of any residential premises acquired 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; or
 - f) Approaches and access ways immediately adjoining the ***insured premises***.
- b. The portion of any residential premises not owned by an ***insured***, while temporarily occupied by an ***insured***;
- c. That part of any premises occasionally rented to an ***insured*** for other than ***business*** purposes; and
- d. 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***.

ADDITIONAL EXCLUSIONS – LIABILITY COVERAGES

The following additional exclusions apply to this endorsement:

1. ***We*** do not pay for ***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. ***We*** do not pay for ***bodily injury*** or ***property damage*** to a Trustee. Coverage does not apply for claims made or suits brought against a Trustee under this endorsement, or for any person acting on their behalf to repay or share damages with another person, who is obligated to pay damages because of ***bodily injury*** or ***property damage*** to that ***insured***.
3. ***We*** do not pay for ***personal injury*** to a Trustee when such coverage is applicable to this policy. Coverage does not apply for claims made or suits brought against a Trustee, or for any person acting on their behalf to repay or share damages with another person, who is obligated to pay damages because of ***personal injury*** to that ***insured***.

ADDITIONAL POLICY CONDITIONS

The following are added to the Policy Conditions contained in this 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 ***residence***.

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