

INDIANA AMENDATORY ENDORSEMENT

The terms of the policy apply except as changed by this **endorsement**.

DEFINITIONS

Actual cash value is deleted and replaced by the following:

Actual cash value.

- a. This means the value of the covered damaged part of the property at the time of loss, calculated as the estimated cost to repair or replace such property:
 - (1) based on **current construction** costs for property covered under Coverage A – Dwelling and Coverage B – Other **Structures**; or
 - (2) with an item of like kind and quality for property covered under Coverage C – Personal Property;
less a deduction to account for depreciation.
- b. In calculating the **actual cash value**, the components of this estimated cost that are subject to depreciation include, but are not limited to:
 - (1) materials, permits, and any applicable tax;
 - (2) labor, overhead and profit, unless prohibited by the state law of the **insured location**; and
 - (3) any other cost related to repairing or replacing the property.
- c. Depreciation refers to the decrease in the value of the covered damaged part of the property due to, but not limited to, such considerations as:
 - (1) age;
 - (2) condition, including wear and tear or deterioration;
 - (3) remaining useful life; and
 - (4) obsolescence.
- d. The **actual cash value** of the lost or damaged property may be significantly less than its replacement cost.

The following is added:

Innocent coinsured means an individual who:

- a. is an **insured**;
- b. did not have knowledge of, cooperate in, or intentionally contribute to a property loss that was caused or arranged by another individual who is also an **insured** and has either:
 - (1) died; or
 - (2) been charged with a crime based on a court finding that there is probable cause to believe that the individual committed the crime;
in connection with the circumstances that caused the property loss;
- c. signs a sworn affidavit attesting that the individual did not have knowledge of, cooperate in, or intentionally contribute to the property loss; and
- d. cooperates in:
 - (1) the investigation and resolution of the claim for the property loss;

- (2) any police investigation related to the property loss; and
- (3) any criminal prosecution of the individual that caused or arranged the property loss.

Limit is deleted and replaced by the following:

Limit. This means the maximum dollar amount of insurance provided by this policy for a coverage, as shown in the **Declarations** or as otherwise specified in the policy.

When this **endorsement** amends a Homeowners Form or Manufactured Homeowners Form, **uninhabited** is deleted and replaced by the following:

Uninhabited.

- a. This means **you** do not reside at, have moved from, or vacated **your** dwelling on the **residence premises**. This definition does not change regardless of the presence of any personal property that may be on the **residence premises**.
- b. **Uninhabited** does not mean those instances in which:
 - (1) **we** consent in writing to:
 - (a) **your** reason for not residing at, moving from, or vacating **your** dwelling on the **residence premises**; and
 - (b) the steps **you** take to safeguard the **residence premises**; or
 - (2) **you** are temporarily residing away from **your** dwelling on the **residence premises** due to:
 - (a) work related travel;
 - (b) a vacation; or
 - (c) use of a seasonal home; or
 - (3) **your** dwelling on the **residence premises** has never been occupied by any **insured** and is in the process of being newly constructed for the purpose of serving as a residence.

The following Definitions are added:

Low-speed residential maintenance vehicle means:

- a. a riding lawn mower, lawn or garden tractor, snow removal vehicle, or work utility vehicle; or
- b. other type of motor- or engine-propelled land vehicle;

that is not designed for use on public roads, is powered by no more than 50 horsepower or 37 kilowatts, and is capable of going no more than 35 miles per hour.

Pollutant is deleted and replaced by the following:

Pollutant.

- a. This means any contaminant or irritant regardless if it is:
 - (1) man-made or natural;
 - (2) a solid, liquid, gas, compound; or
 - (3) thermal irritant.
- b. This includes but is not limited to:
 - (1) lead, mercury, radon, asbestos, formaldehyde;
 - (2) solvents, alkalies, acids;
 - (3) gasoline, diesel, alcohol, kerosene, heating oil, or any other type of petroleum based or bio-based fuel;

(4) garbage, refuse, other waste, material to be recycled;

(5) any substance any governmental agency lists as a controlled chemical or hazardous substance; or

(6) any irritant or contaminant meeting the criteria in a. or b., regardless of whether it has a function with respect to **your** property or **business**.

c. **Pollutant** does not mean:

- (1) the excretion, secretion, or decomposition of any animal; or
- (2) a contaminant or irritant from a fire.

SECTION I - PROPERTY COVERAGE

When this **endorsement** amends a:

- Homeowners Form or Manufactured Homeowners Form, under item C.;
- Condominium Unit-Owners Form, under item B.; or
- Renters Form, under item A.;

Coverage C – Personal Property

Paragraph 4.a. is deleted and replaced by the following:

- a. \$300 is the total **limit** for physical audio and video media while in or upon any vehicle or watercraft.

Paragraph 6.c.(1) is deleted and replaced by the following:

- (1) a motor- or engine-propelled land vehicle that is not designed for use on public roads and is:
 - (a) designed and used to assist the handicapped;
 - (b) a scale model not capable of carrying any cargo or a person;
 - (c) an electric motor-propelled child's riding toy capable of going no more than 20 miles per hour;

(d) a **low-speed residential maintenance vehicle** designed and used primarily to service the **residence premises**.

Paragraph 6.f. is deleted and replaced by the following:

- f. digitally stored property of any type including but not limited to data, documents, publications, apparel, art, music, videos, interactive media, or images. However, **we** do cover the physical commercially prerecorded audio and video media storage devices including discs, films, records, cards, and tapes readily available on the current market.

The following is added to paragraph 6.:

virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency, or any other type of electronic currency.

The following is added to Coverage D - Loss Of Use:
No deductible applies to this Coverage.

SECTION I - EXCLUSIONS

The Intentional Act Exclusion is deleted and replaced by the following:

Intentional Act

This means any loss arising out of any act any **insured** commits or conspires to commit with the intent to cause any loss even if the actual loss is different from what was intended or expected.

However, this exclusion will not apply to an **innocent coinsured**. **We** will not deny, exclude or limit payment of a claim made by an **innocent coinsured** for coverage of a property loss to the dwelling on the **residence premises** of the **innocent coinsured** unless the denial, exclusion, or limitation of payment is otherwise allowed by law and applied to the **innocent coinsured** in the same manner and to the same extent

as it is applied to all other **insureds**, regardless of whether an **insured** is an **innocent coinsured**.

If the final settlement of a property loss is greater than sixty percent (60%) of the available insurance proceeds applicable to the loss, **we** will pay the following on a claim involving an **innocent coinsured**:

- a. the actual cost of repair or replacement of the property that is the subject of the claim if the actual cost of repair or replacement is less than or equal to the applicable **limit**; or
- b. the **limit** if the actual cost of repair or replacement of the property is greater than the **limit**.

However, **we** will not pay:

- a. an amount that is greater than the amount applicable to the part of the damaged property to

- which the **innocent coinsured** is entitled under a decree of dissolution of marriage between the **innocent coinsured** and the individual that caused or arranged the property loss.
- an amount that exceeds the **innocent coinsured's** ownership interest in the property less any amount paid or payable to a mortgagee or another lienholder with a secured interest in the property.
 - any other **insured** for the part of the loss paid or payable to the **innocent coinsured**.

The Pollution Exclusion is deleted and replaced by the following:

Pollution.

- This means any actual, alleged, or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry, or migration of any **pollutant** from any source and any cost except as in Section I – Additional Coverage.

SECTION I - ADDITIONAL COVERAGE

When this **endorsement** amends a Homeowners Form or Manufactured Homeowners Form, paragraph 10.b., (paragraph 11.b. for Manufactured Homeowners Form) Outdoor Trees, Shrubs, Lawn, And Other Plants is deleted and replaced by the following:

- We** also pay for the reasonable and necessary expense **you** incur to remove the debris of any fallen tree from the **residence premises** when:
 - such tree:
 - causes damage to a covered building;
 - blocks a driveway in such a way that a car or truck can not enter or leave the **residence premises**; or
 - blocks a ramp or device designed to assist handicapped people in such a way that a handicapped person can not enter or leave **your dwelling**;

and

- the tree falls due to one of the following Perils:
 - Windstorm Or Hail;
 - Weight Of Ice, Snow, Or Sleet; or
 - Falling Objects.

The **limit** to remove the debris of all fallen trees from the **residence premises** is \$1,000. The **limit** to remove the debris from any one fallen tree from the **residence premises** is \$500.

When this **endorsement** amends a Manufactured Homeowners Form, the following is added to paragraph 11.b., Outdoor Trees, Shrubs, Lawn, And Other Plants:

We may, at **our** option, include any owner of the land on which the **residence premises** is located as a loss payee on any payment under this Coverage if the **residence premises** is located on land leased to **you**.

- This includes any cost or expense to:
 - abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of; or
 - in any way respond to, or assess the effects of; any **pollutant** from any source.

When this **endorsement** amends a Homeowners Form or Manufactured Homeowners Form:

Theft While **Uninhabited** is deleted and replaced by the following:

Theft While **Uninhabited**.

This Exclusion applies when:

- your** dwelling has been **uninhabited** for more than 30 consecutive days before the loss; or
- your residence premises** has never been occupied by any **insured** and is in the process of being newly constructed for the purpose of serving as a residence.

SECTION I - ADDITIONAL COVERAGE

When this **endorsement** amends a Condominium Unit-Owners Form, paragraph 10.b., Outdoor Trees, Shrubs, Lawn, And Other Plants is deleted and replaced by the following:

- We** also pay for the reasonable and necessary expense **you** incur to remove the debris of any fallen tree from the **residence premises** when:
 - such tree:
 - causes damage to the **condo unit**;
 - blocks a driveway in such a way that a car or truck can not enter or leave the **residence premises**; or
 - blocks a ramp or device designed to assist handicapped people in such a way that a handicapped person can not enter or leave the **condo unit**;
- and
- the tree falls due to one of the following Perils:
 - Windstorm Or Hail;
 - Weight Of Ice, Snow, Or Sleet; or
 - Falling Objects.

The **limit** to remove the debris of all fallen trees from the **residence premises** is \$1,000. The **limit** to remove the debris of any one fallen tree from the **residence premises** is \$500.

When this **endorsement** amends a Renters Form, paragraph 11.b., Outdoor Trees, Shrubs, Lawn, And Other Plants is deleted and replaced by the following:

- We** also pay for the reasonable and necessary expense **you** incur to remove the debris of any fallen tree from the **residence premises** when:
 - such tree:
 - causes damage to the **housing unit**;

- (b) blocks a driveway in such a way that a car or truck can not enter or leave the **residence premises**; or
(c) blocks a ramp or device designed to assist handicapped people in such a way that a handicapped person can not enter or leave the **housing unit**;

and

- (2) the tree falls due to one of the following Perils:
(a) Windstorm Or Hail;
(b) Weight Of Ice, Snow, Or Sleet; or
(c) Falling Objects.

The **limit** to remove the debris of all fallen trees from the **residence premises** is \$1,000. The **limit** to remove the debris of any one fallen tree from the **residence premises** is \$500.

The following Additional Coverage is added:

Pollutant Testing.

- a. This means the cost for an initial inspection, test, sample, or analysis to determine the presence of any **pollutant** prior to the removal, replacement, or repair of damaged property. This Coverage only applies if **we** confirm that property damage is due to a loss covered under Section I of this policy.
- b. This does not mean any cost or expense to:
 - (1) abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of; or
 - (2) in any way respond to, or assess the effects of; any **pollutant**, regardless of whether it was identified by the inspection, test, sample, or analysis.

SECTION I - CONDITIONS

When this policy is a Condominium Unit-Owners Form, the following is added to paragraph g. of the Deductible Condition:

However, **we** will apply a deductible to any loss caused by earthquake, regardless of whether **you** or the **condo association** have purchased optional earthquake coverage.

Suit Against **Us** is deleted and replaced by the following:

Suit Against Us.

We may not be sued unless there has been full compliance with all the terms of this policy. Suit must be brought within 24 months after the date of loss.

SECTION I - HOW WE SETTLE LOSSES

When this **endorsement** amends a Homeowners Form, paragraphs A.8., B.3., B.4.a., and B.4.b. are deleted.

The paragraph following B.4.b. is deleted and replaced by the following:

However, Loss Settlement For Roofing System described above in B.1. and B.2. does not apply when **we** determine that **your** dwelling or other **structure** is a total loss. Loss Settlement, described above in A.1. through A.4. and A.6., will apply to the roofing system covering such dwelling or other **structure**.

When this **endorsement** amends a Manufactured Homeowners Form, paragraphs A.5., B.3., B.4.a., and B.4.b. are deleted.

The paragraph following B.4.b. is deleted and replaced by the following:

However, Loss Settlement For Roofing System described above in B.1. and B.2. does not apply when **we** determine that **your** dwelling or other **structure** is a total loss. Loss Settlement, described above in A.1. and A.3, will apply to the roofing system covering such dwelling or other **structure**.

When this **endorsement** amends a Condominium Unit-Owners Form, paragraph A.7. is deleted.

When this **endorsement** amends a Homeowners Form, Manufactured Homeowners Form, Condominium Unit-Owners Form, or Renters Form, paragraph D.2.c.(3) (paragraph B.2.c.(3) for Condominium Unit-Owners Form and paragraph 2.c.(3) for Renters Form) is deleted and replaced by the following:

- (3) physical audio and video media; or

When this **endorsement** amends a Homeowners Form, Condominium Unit-Owners Form, or Manufactured Homeowners Form, the following paragraph is deleted:

Loss Settlement For All Covered Property:

1. **We** will not pay to refinish, repair, or replace any undamaged property that does not match new materials used to refinish, repair, or replace damaged property. However, this will not apply if **we** determine that **we** can not make a reasonable match.

and is replaced by the following:

Loss Settlement For All Covered Property:

1. **We** will not pay to refinish, repair, or replace any undamaged property that does not match new materials used to refinish, repair, or replace damaged property.

SECTION II - EXCLUSIONS

Aggression is deleted and replaced by the following:

Aggression.

This includes any aggressive activity, harassment, or bullying by any **insured**, by any means.

When this **endorsement** amends a Homeowners Form, Condominium Unit-Owners Form, or Renters Form, paragraph A.15.c.(5) Motor- Or Engine-Propelled Land Vehicle is deleted and replaced by the following:

- (5) a **low-speed residential maintenance vehicle** designed and used primarily to service the **residence premises**; or

When this **endorsement** amends a Manufactured Homeowners Form, paragraph A.16.c.(5) Motor- Or Engine-Propelled Land Vehicle is deleted and replaced by the following:

- (5) a **low-speed residential maintenance vehicle** designed and used primarily to service the **residence premises**; or

SECTION II – ADDITIONAL COVERAGE

Paragraph 1.d., Claim And Defense Expenses is deleted and replaced by the following:

- d. prejudgment interest awarded against any **insured** on the part of the judgment that **we** are obligated to pay. However, **we** will not pay any such interest which accrues after such time that **we** make an offer to pay **our limit**, including when that offer to

pay is an offer to settle a claim in return for a release; and

Emergency First Aid is deleted.

SECTION II - CONDITIONS

Paragraph 3.g., Duties is deleted and replaced by the following:

- g. not assume any liability, incur any expense, or make any payment related to an **occurrence**;

GENERAL CONDITIONS

Assignment is deleted and replaced by the following:

Assignment.

Any assignment of any interest in this policy, without **our** written consent is expressly prohibited. This includes, but is not limited to, the assignment of any right, benefit, interest, obligation, or claim under this policy, whether in whole or in part, pre-loss or post-loss.

The following condition is added:

Cancellation.

- a. **You** may cancel this policy at any time by returning it to **us** or advising **us** of the current or future date when it should be cancelled. Any premium refund due **you** will be issued within 30 days of the date **we** receive notice of cancellation.
- b. **We** may cancel this policy by notifying the named **insured** shown in the **Declarations** in writing of the date cancellation takes effect. The cancellation notice will be mailed to the named **insured's** last address known to **us**. This notice will include the actual reasons for cancellation. Mailing of this notice will be subject to the laws of the state of Indiana. Like notice will also be mailed to any person or entity listed in the policy as having a right to such notice. If **we** cancel this policy, any

premium refund due **you** will be issued within 5 business days of the date cancellation takes effect. Cancellation by **us** may only be for the following reasons:

- (1) When **you** have not paid the premium, whether payable to **us** or to **our** agent or under any finance or credit plan, **we** may cancel at any time by notifying the named **insured** shown in the **Declarations** at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason other than nonpayment by notifying the named **insured** shown in the **Declarations** at least 30 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel if:
 - (a) there has been fraud or material misrepresentation made by or with the knowledge of the named **insured** in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
 - (b) **we** discover willful or reckless acts or omissions on the part of the named

- insured** that increase a hazard insured against;
- (c) there is a change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed;
 - (d) there is a violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to the **insured location**, or the occupancy of the **insured location**, that substantially increases any hazard insured against;
 - (e) the insurance commissioner determines that the continuation of the policy would place **us** in violation of the insurance laws of Indiana; or
 - (f) real property taxes owing on the **insured property** have been delinquent for two (2) or more years and continue to be delinquent at the time notice of cancellation is issued.
- We may do this by notifying the named **insured** shown in the **Declarations** at least 30 days before the date cancellation takes effect.
- (4) When this policy is written for a period longer than one year, we may cancel for any reason not prohibited by law at anniversary by notifying the named **insured** shown in the **Declarations** at least 30 days before the date cancellation takes effect.
 - c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

All other terms remain unchanged.

The following Condition is added:
Nonrenewal.

We may elect not to renew this policy. If we elect not to renew, we will provide written notice to the named **insured** shown in the **Declarations** at least 30 days before the expiration date of this policy. The nonrenewal notice will be mailed to the named **insured's** last address known to us. This notice will include the actual reasons for nonrenewal. Mailing of this notice will be subject to the laws of the state of Indiana. Like notice will also be mailed to any person or entity listed in the policy as having a right to such notice. However, we will not elect not to renew this policy on the basis that an **insured** has been an **innocent coinsured**.

The following Condition is added:
Notice to Agent.

Your notice to our agent will be deemed to be notice to us.

The following is added to the Our Recovery Rights Condition:

If we pay an **innocent coinsured** for a loss, the rights of the **innocent coinsured** to recover against the perpetrator are transferred to us to the extent of our payment. Following the loss, the **innocent coinsured** may not waive such rights to recover against the perpetrator.