# SPECIAL PROVISIONS - INDIANA

#### **DEFINITIONS**

The following definitions are added:

surance

Aggression - means hostile or destructive behavior or actions.

Bullying - means the activity of repeated, aggressive behavior intended, or which can reasonably be expected, to hurt another person, physically or mentally.

Cyberbullying - means the use of technology, such as the internet or text messaging, to post derogatory or hateful material about another.

## WHAT LOSSES ARE NOT COVERED - EXCLUSIONS - SECTION I

Provision 1. m. is added as follows:

1. m. We do not insure for loss, by a cause of loss identified under WHAT LOSSES ARE COVERED, that alters the physical appearance of a tile or slate roof but does not result in the penetration of water through the tile or slate roof or does not result in the failure of the tile or slate roof to perform its intended function of keeping out the elements over an extended period of time.

We do insure for loss, by a cause of loss identified under WHAT LOSSES ARE COVERED, to a tile or slate roof that will allow the penetration of water through the tile or slate roof or that results in the failure of the tile or slate roof to perform its intended function of keeping out the elements over an extended period of time.

This is provision 1. I. in **our** Premier Select Policy.

For Premier Plus Homeowners Policies, provisions 2. e., f. and g. are added as follows:

- 2. e. WEATHER CONDITIONS.
  - f. ACTS OR DECISIONS, including the failure to act or decide, whether intentional or unintentional, or whether negligent, wrongful or without fault, of any person, group, organization or governmental body, whether an **insured** or not.

This provision does not apply to an **insured's** acts or decisions, including the failure to act or decide, excluded under provision 1., sections d. and h. above.

- g. FAULTY, DEFECTIVE OR INADEQUATE:
  - (1) planning, zoning, development, surveying or sitting;
  - (2) establishment or enforcement of building codes or standards for construction or materials;
  - (3) design, specifications, construction, renovation, remodeling, repair, grading, compaction or workmanship:
  - (4) materials, parts or equipment used in construction, renovation, remodeling, repair, grading or compaction; or
  - (5) maintenance;

of part or all of any property whether on or off the **residence premises**. This exclusion does not apply to the use of defective materials or methods for which coverage is afforded under section f. of provision 11. ABRUPT COLLAPSE of OTHER COVERAGES - SECTION I.

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## WHAT LOSSES ARE COVERED - COVERAGE F - SECTION II

For Premier Plus Homeowners Policies, the first paragraph is deleted and replaced by the following:

**We** will pay reasonable expenses actually incurred for necessary medical and funeral services because of **bodily injury** sustained as a result of an accident to which this coverage applies. **We** will pay only for services actually incurred and reported to **us** within 3 years from the accident date. This coverage does not apply to **you** or regular residents of **your** household except **residence employees.** 

#### WHAT LOSSES ARE NOT COVERED - EXCLUSIONS - SECTION II

Provision 1.n. is deleted and replaced by the following:

- 1. n. **Bodily injury** or **property damage** arising out of the ownership of, custody of, or care for the following pure or mixed breed dogs:
  - (1) any pit bull type of dog (which may be known as American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier, Miniature Bull Terrier, American Bulldog, Dogo Argentino or Alpha Blue Bulldog);
  - (2) Rottweiler;
  - (3) Akita (which may be known as a Japanese Akita or an Akita Inu); or
  - (4) Canary Dog (which may be known as a Presa Canario or a Perro de Presa Canario).

Provision 2. j. is added as follows:

2. j. **Bodily injury**, **property damage**, or **personal injury** arising out of **bullying**, **cyberbullying** or **aggression**.

#### **ADDITIONAL PAYMENTS - SECTION II**

Provision 3. DAMAGE TO PROPERTY OF OTHERS, item h. is deleted and replaced by the following:

- 3. h. Arising out of the ownership of, custody of, or the care for the following pure or mixed breed dogs:
  - (1) any pit bull type of dog (which may be known as American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier, Miniature Bull Terrier, American Bulldog, Dogo Argentino or Alpha Blue Bulldog);
  - (2) Rottweiler;
  - (3) Akita (which may be known as a Japanese Akita or an Akita Inu); or
  - (4) Canary Dog (which may be known as a Presa Canario or a Perro de Presa Canario).

### **SECTION III - GENERAL PROVISIONS**

The following condition is added:

#### NOTICE TO AGENT

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

All other provisions of this policy apply.

**AUTO CLUB FAMILY INSURANCE COMPANY** 

President

Secretary

Yand C. Louis

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