



**SAMPLE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS - INDIANA

### DEFINITIONS

The following definitions are added:

**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 PROPERTY IS COVERED SUBJECT TO INDIVIDUAL LIMITS OF LIABILITY - COVERAGE C

Provision 11. is deleted in our Premier Select Policy.

For Premier Homeowners, Premier Plus Homeowners, Premier Renters and Premier Condominium Owners Policies, Provision 12. is deleted and replaced by the following:

12. a. \$10,000 for loss by **theft** of tools, not used in **business**, from the **residence premises**.
- b. \$2,500 for loss by **theft** of tools, not used in **business**, while located away from the **residence premises**.

### WHAT PROPERTY IS NOT COVERED - COVERAGE C

Provision 5. is deleted and replaced by the following:

5. Aircraft and parts. Aircraft means any contrivance used or designed for navigation of or flight in the air, except model aircraft of the hobby variety (including airplanes, helicopters, or drones) not used or designed to carry people or cargo.

### WHAT PROPERTY IS COVERED - COVERAGE D

For Premier Homeowners, Premier Plus Homeowners and Premier Select Policies, Provision 1. is deleted and replaced by the following:

1. If a loss covered under this Section makes that part of the **residence premises** where **you** reside not fit to live in, **we** cover, at **your** choice, either of the following. However, if the **residence premises** is not **your** dwelling where **you** reside on a regular, continuous and permanent basis, **we** will not provide the option under paragraph b. below.
  - a. Additional Living Expense, meaning any necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living; or
  - b. Fair Rental Value, meaning the fair rental value of that part of the **residence premises** where **you** reside less any expenses that do not continue while the premises is not fit to live in.
 Payment under a. and b. will be for the shortest time required to repair or replace the damage or, if **you** permanently relocate, the shortest time required for **your** household to permanently relocate elsewhere.

For Premier Renters and Premier Condominium Owners Policies, Provision 1. is deleted and replaced by the following:

1. If a loss covered under this Section to covered property or the building containing the property, makes the **residence premises** not fit to live in, **we** cover, at **your** choice, either of the following. However, if the **residence premises** is not **your** dwelling where **you** reside on a regular, continuous and permanent basis, **we** will not provide the option under paragraph b. below.
  - a. Additional Living Expense, meaning any necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living; or

b. Fair Rental Value, meaning the fair rental value of that part of the **residence premises** where **you** reside less any expenses that do not continue while the premises is not fit to live in.

Payment under a. and b. will be for the shortest time required to repair or replace the damage or, if **you** permanently relocate, the shortest time required for **your** household to permanently relocate elsewhere.

Provision 2. is deleted and replaced by the following:

2. Actual loss of rental income while that part of the **residence premises** that is actually rented or leased to others is unfit to live in. **Our** payment shall be reduced by the expenses that do not continue while the rented part of the **residence premises** is unfit to live in.

Payment shall be for the shortest time required to repair or replace the damage or, if **you** permanently relocate, the shortest time required to establish **your** household elsewhere.

Provision 3. is deleted and replaced by the following:

3. If a civil authority prohibits **you** from occupying the **residence premises** as a result of direct damage to neighboring property by a cause of loss covered under SECTION I, **we** will pay any reasonable and necessary increase in living expenses as described under 1. above, and actual loss of rental income as described under 2. above for a period not exceeding two weeks and shall not exceed \$2,500 while occupancy is prohibited. A \$500 deductible will apply.

## OTHER COVERAGES - SECTION I

Provision 12. **FUNGI, WET OR DRY ROT, OR BACTERIA** is deleted.

This is provision 10. in our Premier Select Policy.

This is provision 11. in our Premier Renters Policy.

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

Provision 1.b.(3) is deleted and replaced by the following:

1. b. (3) Requiring or regulating the **remediation** of **fungi**, wet rot, dry rot, or bacteria.

Provision 1.c.(2) is deleted and replaced by the following:

1. c. (2) water or water-borne material or any liquid or semi-liquid substance which backs up through sewers or drains or which overflows from a sump pump, sump pump well, sewage holding tank, septic system or any other device designed to remove water or water-borne material or any liquid or semi-liquid substance from the **residence premises**;

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

1. k. **FUNGI, WET OR DRY ROT OR BACTERIA**, meaning any loss or cost resulting from, arising out of, caused by, consisting of, or related to, **fungi**, wet or dry rot, or bacteria. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

This is provision 1.j. in our Premier Select Policy.

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. l. in **our** Premier Select Policy.

For Premier Homeowners Policies, provision 2. e. (2) is deleted and replaced by the following:

2. e. (2) continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;

For Premier Plus Homeowners Policies, provision 2. d. (2) is deleted and replaced by the following:

2. d. (2) continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;

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 siting;
  - (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.

## CONDITIONS - SECTION I

Provision 2. Deductible is deleted and replaced with the following:

2. Deductible  
**We** will pay only when a loss covered under SECTION I or an expense covered under OTHER COVERAGES - SECTION I exceeds the deductible shown in the declarations or as shown in the policy, and then **we** will pay only the amount exceeding the deductible.

The deductible shall apply to all losses except losses paid under the following provisions of OTHER COVERAGES - SECTION I:

3. FIRE DEPARTMENT SERVICE CHARGE
5. LOCKS
9. REFRIGERATED FOOD SPOILAGE
10. CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY

With respect to any one loss, if two or more deductibles under this policy apply to the loss, only the highest deductible amount will apply.

5. LOCKS is 4. in our Premier Select Policy and is not available in our Premier Renters Policy.  
10. CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY is 9. in our Premier Select Policy and our Premier Renters Policy.

Provisions 17. and 18. are added as follows:

17. **Our Right to Inspect**

**We** reserve the right to conduct inspections of **your residence premises** upon reasonable notice as often as **we** deem reasonably necessary. **We** may conduct inspections to determine insurability and the premiums to be charged. **You** must permit inspections and cooperate with **us** during the inspection process.

This is provision 16. in our Premier Renters Policy and our Premier Select Policy.

18. **Your Duty to Notify Us of Increase in Value**

**You** must notify **us** within 30 calendar days prior to completion of:

- a. the remodeling of or any addition to the dwelling covered under COVERAGE A; or
- b. the construction of new buildings or remodeling of or addition to existing buildings covered under COVERAGE B;

that will increase the cost to replace the buildings covered under COVERAGE A and COVERAGE B by \$15,000 or more.

This is provision 17. in our Premier Renters Policy and our Premier Select Policy.

## 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. h. is deleted and replaced by the following:

1. h. **Bodily injury** or **property damage** arising out of the ownership, maintenance, use, loading or unloading of aircraft, meaning any contrivance used or designed for navigation of or flight in the air.

This exclusion does not apply to model aircraft of the hobby variety (including airplanes, helicopters, or drones) not used or designed to carry people or cargo.

However, **we** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of a model aircraft of the hobby variety (including airplanes, helicopters, or drones) that:

- (1) interferes with or results in a collision with any aircraft;
- (2) interferes with the rendering of any emergency services or the duties of any firefighter, law enforcement, or emergency personnel; or
- (3) violates any federal, state, or local law, ordinance or regulation.

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

1. i. **Bodily injury** or **property damage** arising out of any **insured's**:
  - (1) entrustment to any other person;
  - (2) vicarious parental liability, whether or not imposed by law, for the actions of a child or minor relating to the operation, maintenance, loading or unloading; or
  - (3) supervision of any other person in the operation, maintenance, loading or unloading; of any **motorized vehicle**, including trailers of any type, or any watercraft or aircraft for which liability is excluded under 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, Alapaha Blue Blood Bulldog 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, Alapaha Blue Blood Bulldog 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

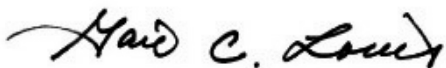
The following provisions are added:

### NOTICE TO AGENT

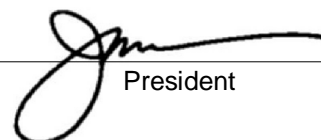
**Your** notice to **our** agent will be deemed to be notice to **us**.

All other provisions of this policy apply.

AUTO CLUB FAMILY INSURANCE COMPANY



Secretary



President