



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS - INDIANA

### DEFINITIONS

The following definitions are added:

9. "**Fungi**" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by **fungi**.

10. "**Motorized Vehicle**" means a self-propelled land or amphibious vehicle regardless of method of surface contact. This includes parts and equipment. This does not include vehicles that are designed and used to assist the handicapped or are not required to be licensed for road use.

11. "**Motorized Vehicle Registration**" means any licensing, fees, registration or other process that must be completed with any governmental entity that is required by any ordinance, statute or regulation. **Motorized Vehicle Registration** is not limited to registration of **motorized vehicles** for use on the public highways, and includes any and all fees, licensing and/or registration of **motorized vehicles** pursuant to applicable law.

### SECTION I - PROPERTY COVERAGES

#### COVERAGE C - Personal Property

##### Property Not Covered

Under Item 3., paragraph 3 is deleted and replaced by the following:

**We** do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. Used solely to service an **insured's** residence; or
- b. Designed for assisting the handicapped;

#### COVERAGE D - Loss Of Use

The first paragraph is deleted and replaced by the following:

The limit of liability for Coverage D is the actual loss sustained within 12 months from the date of the loss for 1. and 2. below:

Item 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 the Additional Living Expense, meaning any necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living.

Payment 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 settle elsewhere.

Item 3. is deleted and the following paragraph is added:

If a civil authority prohibits **you** from the use of the **residence premises** as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, **we** cover the Additional Living Expense and Fair Rental Value loss as provided under 1. and 2. above for no more than two weeks.

The paragraph "The periods of time under 1., 2. and 3. above are not limited by expiration of this policy." is deleted and replaced by the following:

The periods of time for all the above are not limited by expiration of this policy.

**SECTION I - ADDITIONAL COVERAGES**

4. **Fire Department Service Charge.** The first sentence is deleted and replaced by the following:

**We** will pay up to \$2,500 for **your** liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against.

11. **Ordinance or Law.** The following Paragraph is added to c.(2):

This exception applies whether or not the irritant or contaminant has any function with respect to **your** property or **business**.

(This is Additional Coverage 10. in **our** Premier Condominium Owners Policy. This does not apply to **our** Premier Select Policy.)

**SECTION I - PERILS INSURED AGAINST**

For Premier and Premier Plus policies, under **Coverage A - Dwelling and Coverage B - Other Structures**, item 2.e (3) is deleted and replaced by the following:

(3) Smog, rust or other corrosion, **fungi**, mold, wet or dry rot;

If this endorsement is attached to **our** Premier or Premier Plus Policy or **our** Premier Condominium Owners Policy with either CO 17 31 or CO 17 32 or both, then the following is added to Paragraph 2.e.(5) in **our** Premier and Premier Plus Policy, Paragraph 3.d.(5) on CO 17 31 and Paragraph 2.e.(5) on CO 17 32;

In this provision, any reference to pollutants applies whether or not the irritant or contaminant has any function with respect to **your** property or **business**.

**SECTION I - EXCLUSIONS**

1. **Ordinance or Law.** The following Paragraph is added:

This exclusion applies whether or not the property has been physically damaged, or whether or not the irritant or contaminant has any function with respect to **your** property or **business**.

Item 9. is added as follows:

9. **We** do not insure for loss, by a covered peril, that alters the physical appearance of the **metal roof covering** but does not result in the penetration of water through the **metal roof covering** or does not result in the failure of the **metal roof covering** to perform its intended function of keeping out the elements over an extended period of time.

**Metal roof covering** means the metal roofing material exposed to the weather, the underlayments applied for moisture protection and all flashings required in the replacement of a **metal roof covering**.

**We** do insure for loss, by a covered peril, to **metal roof coverings** that will allow the penetration of water through the **metal roof covering** or that results in the failure of the **metal roof covering** to perform its intended function of keeping out the elements over an extended period of time.

(This is exclusion 3. for Premier and Premier Plus policies.)

**SECTION I - CONDITIONS**

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

8. **Suit Against Us.**

No action can be brought unless the policy provisions have been fully complied with and the action is started within two years after the date of loss.

## 12. Mortgage Clause

Item b. is deleted and replaced by the following:

- b. Pays any premium due under this policy when notified if **you** have neglected to pay the premium;  
and

## SECTION II - EXCLUSIONS

Under 1. **Coverage E - Personal Liability and Coverage F - Medical Payments to Others**, Exclusion f. is deleted and replaced by the following and Exclusions m. and n. are added:

- f. Arising out of:
  - (1) The ownership, maintenance, use, loading or unloading of any **motorized vehicles** or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an **insured**.
  - (2) The entrustment by an **insured** of any **motorized vehicles** or any other motorized land conveyance to any person; or
  - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a vehicle or conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.
- (2) A motorized land conveyance designed for recreational use off public roads that is not subject to any **motorized vehicle registration** and;
  - (a) Not owned by an **insured**; or
  - (b) Owned by an **insured** and on an **insured location**;
- (3) A motorized golf cart when used to play golf on a golf course;
- (4) A vehicle or conveyance that is not subject to any **motorized vehicle registration** which is:
  - (a) Used to service an **insured's** residence;
  - (b) Designed for assisting the handicapped; or
  - (c) In dead storage on an **insured location**;

m. Arising out of the liability assumed by the **insured** under any contract or agreement except any indemnity obligation assumed by the **insured** under a written contract directly relating to the ownership, maintenance or use of the premises.

n. Arising out of the liability for claims made against any **insured** arising out of the sale or transfer of the insured premises or other real estate including but not limited to any claims made against any **insured** for fraud, misrepresentation, failure to disclose or any other claim made against any **insured** arising out of the sale or transfer of real estate.

Under 2. **Coverage E - Personal Liability**, Exclusion a. (3) is added:

(3) For the liability imposed for **punitive damages**, and/or attorney's fees, and/or exemplary damages, and/or damages for aggravating circumstances as may be described in the Wrongful Death Statute. **Punitive Damages** are amounts of money awarded or imposed to punish or to make an example of a wrongdoer.

## SECTION I AND II - CONDITIONS

2. **Concealment or Misrepresentation** is deleted and replaced by the following:

2. **Concealment, Fraud or Misrepresentation.**

a. Under **SECTION I - PROPERTY COVERAGES**, with respect to all **insureds** covered under this policy, **we** provide no coverage for loss under **SECTION I - PROPERTY COVERAGES** if, whether before or after a loss, one or more **insureds** have:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made false statements;

relating to this insurance.

b. Under **SECTION II - LIABILITY COVERAGES**, we do not provide coverage to one or more **insureds** who, whether before or after a loss, have:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made false statements;

relating to this insurance.

**5. Cancellation.**


Paragraph b. (4) is deleted in its entirety.

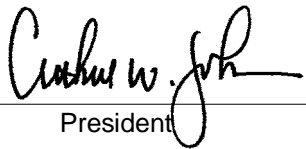
The following condition is added:

**10. 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