

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SPECIAL PROVISIONS – INDIANA**

### **SECTION I – PROPERTY COVERAGES**

#### **E. Additional Coverages**

##### **11. Ordinance Or Law**

Paragraph **c.** is replaced by the following:

**c.** We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exception 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 is added to Paragraph **c.**:

This Exclusion **1.c.** applies whether or not the irritant or contaminant has any function with respect to your property or "business".

### **SECTION II – EXCLUSIONS**

#### **F. Coverage E – Personal Liability**

Paragraph **4.** is replaced by the following:

4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law.

This Exclusion **F.4.** also applies to "bodily injury" to any person eligible to receive any benefits required to be provided by an "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor or subcontractor a certificate from the workers' compensation board showing that the contractor or subcontractor has complied with the applicable workers' compensation insurance requirements;

#### **G. Coverage F – Medical Payments To Others**

Paragraph **2.** is replaced by the following:

2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law.

This Exclusion **G.2.** also applies to "bodily injury" to any person eligible to receive benefits required to be provided by an "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor or subcontractor a certificate from the workers' compensation board showing that the contractor or subcontractor has complied with the applicable workers' compensation insurance requirements;

### **SECTIONS I AND II – CONDITIONS**

#### **C. Cancellation paragraph 2. is replaced with:**

2. We may cancel this policy by mailing or delivering to the named insured at the last known address of the named insured notice of cancellation at least:
  - a. Ten (10) days before cancelling the policy for nonpayment of premium.
  - b. When this policy has been in effect for 60 days or less, and is not a renewal with us, we may cancel for any reason.



- c. When this policy has been in effect for more than 60 days or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons;
- d. Evidence of incendiary by the owner, occupant or Agent acting on his behalf;
- e. Buildings with at least sixty (60) percent of the rental units in the building unoccupied or a least twenty-five (25) percent of said unoccupied units are left unprotected against trespass. A rental unit will be deemed to be unprotected against trespass when an entrance door to such unit (or an exterior door to a hall, stairway or other common passage leading to such unit) is open, missing, unlocked, or unsecured or when a window in such unit which is accessible to entry is not protected against unauthorized entry.
- f. Upon discovering the building is vacant or unoccupied during the policy period. (Except actually in the course of construction or repair and which are properly secured against unauthorized entry and buildings for which we have a fully completed vacancy questionnaire on each building.
- g. Buildings which have characteristics of ownership, conditions, occupancy, or maintenance which may be in violation of public policy or increase in hazard.
- h. Buildings which are in danger of collapse because of serious structural conditions, or buildings which are in a state of disrepair as to be dilapidated.
- i. Buildings on which, because of their physical conditions there is an outstanding order to vacate, an outstanding demolition order of which have been declared unsafe in accordance with applicable law.
- j. Fire damage exists and the insured has stated or such time has elapsed as clearly indicates that the damage will not be repaired.
- k. Following a fire, permanent repairs following satisfactory adjustment of loss have not been commenced within sixty (60) days.
- l. Property has been abandoned or there has been removal of undamaged salvageable items from the building and the insured can give no reasonable explanation for such removal.  
unauthorized entry.
- m. Utilities such as electric, gas or water services have been disconnected and the insured has failed to pay his account for such services within 120 days or real estate taxes have not been paid for a two-year period after the taxes have become delinquent (real estate taxes shall not be deemed to be delinquent for this purpose even if they are due and constitute a lien, so long as a grace period remains under local law during which such taxes may be paid without penalty).
- n. Where reliable information that good cause exists to believe that the building will be burned for the purpose of collecting insurance on the property.
- o. Conviction or unresolved indictment by a named insured or loss payee or any other person having a financial interest in the property of the crime of arson or a crime involving a purpose to defraud an insurance company.
- p. Where the building has been subject to more than two (2) fires, each loss amounting to at least \$500 or one percent of the insurance in force, whichever is greater, in any 12- month period; or more than three (3) such fires in any 24-month period
- q. When this policy has been in effect for 60days or more, or at any time if it is a renewal with us, we may cancel:

- (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
- (2) If the risk has changed substantially since the policy was issued. This can be done by letting you know at least 20 days before the date cancellation takes effect.

**Condition D. Nonrenewal is replaced by the following:**

**D. Nonrenewal**

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 20 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

The following condition is added:

**H. Notice To Agent**

Your notice to our agent will be deemed to be notice to us. All other provisions of this policy apply.