

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – INDIANA

The following amendments change the policy. Please read your entire policy for full details about your coverages.

Throughout the policy and endorsements attached to it, minimum limits means the following limits of liability as required by Indiana law, to be provided under a policy of automobile liability insurance:

- A. \$25,000 for each person, subject to \$50,000 for each accident, with respect to “bodily injury”; and
- B. \$25,000 for each accident with respect to “property damage”.

PART F – GENERAL PROVISIONS

Under the **Excess Coverage** provision, item A. is replaced by the following:

- A. Coverage under this policy applies on a primary basis with respect to “your covered auto” only when no other insurance policy applies, and shall be excess to all other insurance, whether that insurance is considered primary, secondary, or excess. If there is other insurance with the same priority as this coverage, we will not pay more than our share of the covered losses or damages. Our share of the covered losses or damages is the proportion that our limit of coverage bears to the total of all applicable limits with the same priority as our coverage. However, any insurance we provide on behalf of an “insured” using “your covered auto” shall first be exhausted.

Under the **Legal Action Against Us** provision, item C. is replaced by the following:

- C. Under **PART D**, suit or action must start within 2 years of the date of loss, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

The **Termination** provision is amended as follows:

Cancellation 3. is replaced by the following:

- 3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium;
 - b. If your driver's license or motor vehicle registration or that of:
 - 1) Any driver who lives with you; or
 - 2) Any driver who customarily uses "your covered auto";
 has been denied, suspended, or revoked or the existence of one of more grounds for such denial, suspension or revocation has become known. This must have occurred:
 - 1) During the policy period; or
 - 2) Since the last anniversary of the original effective date if the policy period is other than one year;
 - c. If you, any driver who lives with you or any driver who customarily uses "your covered auto":
 - 1) Is under treatment for epilepsy or heart disease and did not produce a certificate from a physician testifying such driver's unqualified ability to operate a motor vehicle safely; or
 - 2) Uses drugs or alcoholic beverages to excess;
 - d. For fraud, willful misrepresentation, or concealment on the part of any insured in respect to a material fact or circumstance relating to the issuance or continuance of this policy or relating to a loss;
 - e. For violation of any terms or conditions of this policy;
 - f. If the place of residence of the insured or the state of registration or license of a "your covered auto" is changed to a state or country in which we are not licensed; or
 - g. For any other reason permitted by state law.

The **Transfer of Your Interest in This Policy** provision is amended as follows:

Paragraph B. is replaced by the following:

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- A. Coverage will only be provided until the end of the policy period, except as provided below.
- B. For loss or damage incurred after June 30, 2025, the deceased Named Insured's insurable interest will be transferred to the surviving spouse or legal representative described above.
 - 1. If the policy expiration date is less than 60 days after the death of the Named Insured, coverage will be provided for the later of either:"
 - a. 30 days after the Named Insured's death; or
 - b. The policy expiration date.
 - 2. If a new policy is obtained to cover the insurable interest of the surviving spouse or legal representative, coverage under this policy will no longer apply once that policy becomes effective.

Coverage transferred after the death of the Named Insured is subject to all policy provisions.

The following provision is added:

NOTICE

Your notice to our authorized agent shall be deemed to be notice to us.

All other policy provisions apply.