

AMENDATORY ENDORSEMENT INDIANA

1. Under Exclusions, Exclusions That Apply To Bodily Injury And/Or Property Damage, item 12. is deleted and replaced by the following:

12. "We" do not pay for "bodily injury" if benefits are:
- a. provided by the "insured" under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law; or
 - b. required to be provided by the "insured" because of the existence, application, or enforcement of any provisions of any workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law, including any provision imposing liability on the "insured" for failure to obtain a certificate attesting to the compliance by any contractor with any workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.

2. Under What You Must Do In Case Of Loss, item 2. is amended by the following addition:

Notice given by "you" or on "your" behalf to "our" authorized agent is considered notice to "us". Sufficient details must be provided to enable "us" to properly identify "you". However, such notice does not change or waive any other "terms" of this policy.

3. Under Excess Insurance, item 1. is deleted and replaced by the following:

1. Other Insurance

- a. The insurance provided by this policy is excess over "underlying insurance", whether or not valid and collectible.

Except as stated in items c. and d. of this Other Insurance provision, the insurance provided by this policy is also excess over any valid and collectible primary insurance, other than "underlying insurance", available to the "insured".

If there is no "underlying insurance" or other valid and collectible primary insurance available to the "insured" with respect to an "occurrence" or offense to which the insurance provided by this policy applies, then this insurance will apply as excess over the Retained Limit shown on the "declarations", except when:

- 1) the "underlying insurer" is bankrupt or insolvent as stated below under item 3., Bankruptcy of Underlying Insurer; or
 - 2) "you" fail to maintain "underlying insurance" as stated under Condition 8., Maintenance of Underlying Insurance.
- b. The insurance provided by this policy is excess over any other valid and collectible umbrella or excess insurance available to the "insured", except:
- 1) with respect to other insurance that is specifically purchased by the "insured" as excess insurance over the insurance provided by this policy; or
 - 2) as stated in items c. and d. of this Other Insurance provision.

- c. With respect to an "occurrence" arising out of the use of a motor vehicle described in item e. of this Other Insurance provision by an "insured", other than "you" or, when the Commercial Umbrella Liability Coverage "terms" have been extended by endorsement to apply to liability arising out of the "insured's" personal or non-business activities:
- 1) the person or persons named as the insured under the terms of the personal liability coverage provided by "underlying insurance"; or
 - 2) a person who is either:
 - a) a relative of a person described in 1) above and a resident of such person's household; or
 - b) under the age of 21, residing in the household of a person described in 1) above, and in the care of a person described in 1) or 2)a) above;
- this policy will be considered primary with respect to any other insurance available to the "insured".
- d. With respect to "bodily injury" suffered by a passenger in an "occurrence" arising out of the use of a motor vehicle described in item e. of this Other Insurance provision by the owner of that motor vehicle, this policy will be considered primary with respect to any other insurance available to the passenger.
- e. The "terms" of items c. and d. of this Other Insurance provision apply only with respect to a motor vehicle that is subject to motor vehicle registration or designed for use on public roads and that is owned by "you" or, when the Commercial Umbrella Liability Coverage "terms" have been extended by endorsement to apply to liability arising out of the "insured's" personal or non-business activities:
- 1) the person or persons named as the insured under the terms of the personal liability coverage provided by "underlying insurance"; or
 - 2) a person who is either:
 - a) a relative of a person described in 1) above and a resident of such person's household; or
 - b) under the age of 21, residing in the household of a person described in 1) above, and in the care of a person described in 1) or 2)a) above.
4. Under Conditions, Cancellation And Nonrenewal is deleted and replaced by the following:
- Cancellation And Nonrenewal** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.
- "We" may cancel or not renew this policy by written notice to "you" at the address shown on the "declarations". Proof of delivery or mailing is sufficient proof of notice.
- During the first 90 days this policy is in effect, "we" may cancel for any reason.
- If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before cancellation is effective.
- If "we" cancel this policy due to fraud or material misrepresentation, "we" will give "you" notice at least 20 days before cancellation is effective.
- If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days before cancellation is effective.

After this policy has been in effect for more than 90 days, or if it is a renewal of a policy issued by "us", "we" may cancel only for the following reasons:

- a. the premium has not been paid when due;
- b. there has been a substantial change in the scale of the risk covered by the policy;
- c. "you" have perpetrated a fraud or material misrepresentation upon "us";
- d. "you" have failed to comply with reasonable safety recommendations; or
- e. reinsurance of the risk associated with the policy has been cancelled.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before cancellation is effective.

If "we" cancel this policy due to fraud or material misrepresentation, "we" will give "you" notice at least 20 days before cancellation is effective.

If "we" cancel this policy for reasons b., d., or e. above after it has been in effect for more than 90 days, "we" will give "you" notice at least 45 days before cancellation is effective.

If "we" do not renew this policy, "we" will give "you" notice at least 45 days before:

- a. the expiration date of the policy if the coverage is provided for one year or less; or
- b. the anniversary date of the policy if the coverage provided is for more than one year.

"Your" return premium, if any, will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.