

AMENDATORY ENDORSEMENT INDIANA

1. Under Exclusions, item z. is deleted and replaced by the following:
 - z. "bodily injury" to a person, including a "domestic employee", if:
 - 1) the "insured" has a workers' compensation policy covering the injury; or
 - 2) benefits are payable or are required to be provided by an "insured" because of the existence, application, or enforcement of any provisions of any workers' compensation, non-occupational disability, occupational disease, 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, non-occupational disability, occupational disease, 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:
- 1) "you"; or

- 2) a person who is either:
 - a) "your" relative and a resident of "your" household; or
 - b) under the age of 21, residing in "your" household, and in "your" care or in the care of "your" resident relative;

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:
 - 1) "you"; or
 - 2) a person who is either:
 - a) "your" relative and a resident of "your" household; or
 - b) under the age of 21, residing in "your" household, and in "your" care or in the care of "your" resident relative.

UM 0429 07 13