

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

A. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud committed by an insured ("insured") at any time and relating to a claim under this policy.

B. However, with respect to the Commercial Property and Farm Coverage Parts, Paragraph A. does not apply when a claim is made by an "innocent coinsured", provided:

1. The property loss or damage occurs to the primary residence of the "innocent coinsured" as covered under Building Coverage (for Commercial Property) or Coverage A or B (for Farm).
2. The "final settlement" for the property loss or damage is at least 60% of available insurance proceeds under the policy.

C. The following is added and supersedes any provision to the contrary:

1. Any payment made pursuant to Paragraph B. will be for:
 - a. The actual cost of repair or replacement of the property that is the subject of the claim if the actual cost of repair or replacement is less than or equal to the maximum limit of coverage under the policy; or

- b. The maximum limit of coverage under the policy if the actual cost of repair or replacement of the property that is the subject of the claim is greater than the maximum limit of coverage under the policy.

2. Any payment made pursuant to Paragraph B. is limited to the following:

- a. An "innocent coinsured's" ownership interest in the property, less any payments we make to a mortgagee or other lienholder with a secured interest in the property.
- b. We will not pay another coinsured for any part of the claim for which we have already paid to an "innocent coinsured".
- c. We will not pay an amount that is greater than the amount an "innocent coinsured" is entitled to under a decree of dissolution of marriage between the "innocent coinsured" and an individual described in Paragraphs D.1.a. or b.

D. As used in this endorsement, "innocent coinsured" is an insured ("insured") who:

1. Did not have knowledge of, cooperate in, or intentionally contribute to a property loss or damage that was caused or arranged by another individual who:

Is an insured ("insured") and:

- a. Died in connection with the circumstances that caused the property loss or damage; or
- b. Has been charged with a crime based on a court finding that there is probable cause to believe that the individual committed the crime in connection with the circumstances that caused the property loss or damage;

2. Signs a sworn affidavit attesting that they did not have knowledge of, cooperate in, or intentionally contribute to the property loss or damage; and
 3. Cooperates in the investigation and resolution of the claim for the property loss or damage, any police investigation related to the property loss or damage, and any criminal prosecution of the individual that caused or arranged the property loss or damage.
- E.** As used in this endorsement, "final settlement" is a determination:
1. Of the amount owed by us to an "innocent coinsured" under Building Coverage (for Commercial Property) or Coverage **A** or **B** (for Farm) under the policy and for property loss or damage to the "innocent coinsured's" primary residence; and

2. Made by:
 - a. Acceptance of a proof of loss by us;
 - b. Execution of a release by the "innocent coinsured";
 - c. Acceptance of an arbitration award by the "innocent coinsured" and us; or
 - d. Judgment of a court of competent jurisdiction.

However, "final settlement" does not apply to loss or damage related to contents, personal property, or another loss that is not covered under Building Coverage (for Commercial Property) or Coverage **A** or **B** (for Farm) under this policy.

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