

## AMENDATORY ENDORSEMENT ILLINOIS

1. In forms FL-1, FL-2, and FL-3, under Definitions, Pollutant is amended to include the following:

"Pollutant" does not include a product designed for household use and used by an insured to clean or maintain the insured premises.

2. In form FL-6 only, under Definitions, item b. of the definition of "pollutant" is deleted.
3. Any provision in this policy that addresses loss caused by Vandalism is amended to change any reference to 30 days to 60 days with respect to loss by fire that results from vandalism.
4. Under General Exclusions, Intentional Acts is amended to include the following:

However, if the loss is caused by an act arising out of a pattern of criminal domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the loss, this exclusion does not apply to an otherwise covered loss suffered by an insured who did not cooperate in or contribute to the act that caused the loss.

Subject to the "terms" under How Much We Pay For Loss Or Claim and all other "terms" of this policy, "our" payment to an insured who did not cooperate in or contribute to the act that caused the loss may be limited to that person's insurable interest in the property, less any payment made to a mortgagee or other party with a legal secured interest in the property

5. Under Policy Conditions, Appraisal is amended to include the following:

If "you" request an appraisal related to a loss to covered one- to four-family residential real or personal property, and the full amount of the appraised loss is upheld by agreement of the appraisers or umpire, "we" will pay the fees incurred for the services of the appraisers and umpire.

6. Under Policy Conditions, Cancellation and Nonrenewal is deleted and replaced by the following:

### **Cancellation and Nonrenewal --**

- a. "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.
- b. "We" may cancel or not renew this policy by written notice to "you" and any mortgagee or lienholder at the last mailing address known to "us". "Our" notice will include the reasons for cancellation or nonrenewal. "We" will also mail a copy of the notice to "your" broker, if known, or to the agent of record. Proof of mailing is sufficient proof of notice.

If this policy has been in effect less than 60 days, "we" may cancel for any reason.

If this policy has been in effect for 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel or not renew only at the anniversary date unless:

- 1) the premium has not been paid when due;
- 2) the policy was obtained through fraud, material misrepresentation, or omission of fact, which if known by "us", would have caused "us" not to issue the policy; or
- 3) there has been a material change or increase in hazard of the risk.

"We" will mail the notice at least ten days before the cancellation is effective if "we" cancel this policy for nonpayment of premium.

If "we" cancel this policy for any other reason, "we" will mail the notice at least 30 days in advance of cancellation.

- c. If "we" do not renew this policy, "we" will mail the notice at least 30 days in advance of nonrenewal.

If "we" have provided this insurance for five or more continuous years, "we" may not refuse to renew or continue this policy unless:

- 1) the policy was obtained by misrepresentation or fraud;
- 2) the risk originally accepted has measurably increased; or
- 3) "we" have given "you" notice at least 60 days before the expiration date.

- d. "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.

7. Under Policy Conditions, Misrepresentation, Concealment, or Fraud is deleted and replaced by the following:

**Misrepresentation, Concealment, or Fraud**

-- "We" do not provide coverage for an insured who has:

- a. willfully concealed or misrepresented:
  - 1) a material fact or circumstance with respect to this insurance; or
  - 2) an insured's interest herein.
- b. engaged in fraudulent conduct or sworn falsely with respect to this insurance or the subject thereof.

This condition does not apply to statements made on the application for coverage after the first renewal of the policy is issued, or after the first annual anniversary of the policy's original inception date.

8. Under Policy Conditions, item b. of Mortgage Clause is deleted and replaced by the following:

- b. If "we" cancel or do not renew this policy, "we" will notify the mortgagee using the same "terms" as the cancellation or nonrenewal notice "we" provide to "you".

9. Under Policy Conditions, item b. of Secured Party Coverage is deleted and replaced by the following:

- b. If "we" cancel or do not renew this policy, "we" will notify the secured party using the same "terms" as the cancellation or nonrenewal notice "we" provide to "you".

10. In form FL-6 only, under Other Conditions -- Coverages E, F, And G the last paragraph of Mortgage, Secured Party Clause is deleted and replaced by the following

If "we" cancel or do not renew this policy, "we" will notify the mortgagee or secured party using the same "terms" as the cancellation or nonrenewal notice "we" provide to "you".

11. Under Policy Conditions, Suit Against Us is amended to include the following:

However, this period is extended by the number of days between the date proof of loss is submitted and the claim is denied in whole or in part.

12. Under Policy Conditions, Subrogation is amended to include the following:

An innocent insured who is the subject of criminal domestic violence by another insured cannot waive his or her right to recover. "We" retain all rights set forth by this Subrogation condition with regard to "our" right to recover, up to the amount "we" pay, for loss caused by an act of criminal domestic violence.