

AMENDATORY ENDORSEMENT ILLINOIS

The following provisions amend forms FL-1, FL-2, and FL-3:

1. The reference to words that have special meaning is deleted and replaced by:

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.
2. Under Definitions, the meaning of the words "you" and "your" is revised to mean the person, persons, or organization named as the insured on the declarations.
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 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, 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.

7. 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".

8. 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".

9. 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.

10. 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.

The following provisions amend form GL 0605:

11. Under Definitions, item b. of the definition of "pollutant" is deleted.
12. Under Exclusions That Apply to Bodily Injury, Property Damage, And/Or Personal Injury, the last paragraph of item 8. is deleted and replaced by the following:
- However, this exclusion does not apply to "bodily injury", "personal injury", or "property damage" that results from the heat, smoke, or fumes of a fire on an "insured premises" that becomes uncontrollable or breaks out from where it was intended to be.
13. Under Exclusions That Apply to Bodily Injury, Property Damage, And/Or Personal Injury, item 12. is deleted.

14. Under 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.

The following Common Policy Conditions apply to the coverage provided by this policy. (Under forms FL-1, FL-2, and FL-3, Conditions that address Assignment; Cancellation and Nonrenewal; Change, Modification, or Waiver of Policy Terms; and Inspection are replaced by the Conditions that follow.)

15. **Assignment** -- This policy may not be assigned without "our" written consent.
16. **Cancellation** -- "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 this policy by mailing "our" written notice of cancellation to "you" and any mortgagee or lienholder at the last mailing address known to "us". "Our" notice will include the reason or reasons for cancellation. "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 "we" cancel this policy for nonpayment of premium, "we" will mail the notice at least ten days before the effective date of the cancellation.

If "we" cancel this policy for any other reason during the first 60 days that it is in effect, "we" will mail the notice of cancellation at least 30 days prior to the effective date of the cancellation.

If "we" cancel this policy for any other reason after it has been in effect for more than 60 days, "we" will mail the notice of cancellation at least 60 days prior to the effective date of the cancellation.

If this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us" effective immediately, "we" may cancel this policy only if one or more of the following reasons apply:

- a. nonpayment of premium;
- b. the policy was obtained by misrepresentation or fraud; or
- c. there has been an act that measurably increases the risk originally accepted.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

17. **Nonrenewal** -- If "we" decide not to renew this policy, "we" will mail "our" notice of nonrenewal to "you" at least 60 days before the end of the policy period.

"Our" notice will include the reasons for nonrenewal. "We" will also mail a copy of the notice to "your" broker, if known, or to the agent of record and any mortgagee or lienholder at the last mailing address known to "us". Proof of mailing is sufficient proof of notice.

18. **Renewal** -- If "we" decide to renew this policy with premium increases of 30% or higher, or impose changes in deductible or coverage that materially alter the policy, "we" will mail or deliver to "you" written notice of such increase or change in deductible or coverage at least 60 days prior to the renewal or anniversary date. "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. The 60-day prior notice because of premium increase is not necessary where increases exceeding 30% are due to changed conditions or increased or broadened coverage initiated by "you".

19. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.

20. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.

21. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.