

AMENDATORY ENDORSEMENT ILLINOIS

1. Under Definitions, "bodily injury" is deleted and replaced by the following:

"Bodily injury" means bodily harm to a person and includes sickness, disease, or death. This also includes required care and loss of services.

"Bodily injury" does not mean bodily harm, sickness, disease, or death that arises out of:

- a. the transmission of a communicable disease (A communicable disease is defined as a disease which is caused by parasites, bacteria, viruses, or organisms and is readily transmitted from person to person, directly through human secretions.);
- b. the active participation of any person in an actual, alleged, or threatened act of sexual molestation;
- c. mental or emotional injury, suffering, or distress that does not result from physical injury; or
- d. the use, sale, manufacture, delivery, transfer, or possession by any person of Controlled Substances as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812, including any amendments. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic or hallucinogenic drugs. However, this does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

2. Under Definitions, definition of "pollutant" is deleted and replaced by the following:

"Pollutant" means any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of, as well as recycled, reclaimed, or reconditioned. "Pollutant" does not include a product designed for household use and used by an "insured" to clean or maintain the insured premises.

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

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

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

- a. the premium has not been paid when due;
- b. the policy was obtained through a material misrepresentation;
- c. any "insured" has violated any of the "terms" and conditions of the policy;

- d. the risk originally accepted has measurably increased;
- e. certification of the Director of the loss of reinsurance by the insurer which provided coverage to "us" for all or a substantial part of the underlying risk insured; or
- f. a determination by the Director that the continuation of the policy could place "us" in violation of the insurance laws of this state.

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

If "we" cancel for any reason other than nonpayment of premium, "we" will mail the cancellation notice at least 30 days before the effective date of cancellation.

"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.

- 4. Under Conditions, the following condition is added:

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 at the last mailing address known to "us". Proof of mailing is sufficient proof of notice.

- 5. Under Conditions, the following condition is added:

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 notification because of premium increase is not necessary where increases exceeding 30% are due to changed conditions or increased or broadened coverage initiated by "you".

- 6. 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.

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