

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. mental or emotional injury, suffering, or distress that does not result from physical injury;
- c. corporal punishment; 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, "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 recycled, reclaimed, or reconditioned, as well as disposed of.

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

3. Under Exclusions the following exclusion is added:

This policy does not provide coverage for any person who actively participates in any actual, alleged, or threatened act of sexual molestation or physical abuse. However, "we" will defend an accused "insured" until it is determined by a court of competent jurisdiction or an alternative dispute resolution method that the accused "insured" was an active participant in such an act.

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

Cancellation and Nonrenewal -- "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 or not renew this policy by mailing written notice to "you" at the last mailing address known to "us". Proof of mailing is sufficient proof of notice. "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.

During the first 60 days this policy is in effect, "we" may cancel for any reason.

After 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 only at the anniversary date unless:

- 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 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 give "you" notice at least ten days before cancellation is effective.

If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days before cancellation is effective.

If "we" do not renew this policy, "we" will give "you" notice at least 30 days before nonrenewal is effective.

"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.

- 5. 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.