

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SPECIAL PROVISIONS – ILLINOIS**

### **DEFINITIONS**

Paragraph **A.** is replaced by the following:

**A.** In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and:

1. The spouse; or
2. A party who, with the "named insured", has entered into a civil union recognized under Illinois law;

if a resident of the same household.

"We", "us" and "our" refer to the company providing this insurance.

### **SECTION I – EXCLUSIONS**

Paragraph **8. Intentional Loss** is replaced by the following:

#### **8. Intentional Loss**

**a.** Intentional loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

**b.** However, this exclusion will not apply to deny payment to an innocent co-"insured" who did not cooperate in or contribute to the creation of the loss if:

- (1) Such loss arose out of a pattern of criminal domestic violence; and
- (2) The perpetrator of the loss is criminally prosecuted for the act causing the loss.

**c.** If we pay a claim pursuant to Paragraph **8.b.**, our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the limit of liability.

(This is Exclusion **A.8.** in Forms **HO 00 03** and **HO 00 05.**)

### **SECTION I – CONDITIONS**

The second paragraph of **F. Appraisal** is replaced by the following:

1. Each party will pay its own appraiser and bear the other expenses of the appraisal and umpire equally, except as provided in **2.** below.
2. We will pay your appraiser's fee and the umpire's appraisal fee, if the following conditions exist:
  - a.** You demanded the appraisal; and
  - b.** The full amount of loss, as set by your appraiser, is agreed to by our appraiser or by the umpire.

Paragraph **H. Suit Against Us** is replaced by the following:

#### **H. Suit Against Us**

No action can be brought against us unless there has been full compliance with all of the terms under Section **I** of the policy and the action is started within two years after the date of loss.

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

Paragraph **J. Loss Payment** is replaced by the following:

#### **J. Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 30 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

Paragraph **R. Concealment Or Fraud** is replaced by the following:

**R. Concealment Or Fraud**

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to this insurance.

With respect to the application for, or policy of, insurance, this condition does not apply once the policy has been in effect for one year or one policy period, whichever is less. Notwithstanding the limitation in this paragraph, we may cancel or nonrenew this policy in accordance with the terms of Sections **I And II – Conditions C. Cancellation and D. Nonrenewal.**

(This is Condition **Q.** in Form **HO 00 04.**)

**SECTION II – LIABILITY COVERAGES**

**A. Coverage E – Personal Liability**, Paragraph **1.** is replaced by the following:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable; and

**SECTION II – EXCLUSIONS**

Paragraph **E.6. Communicable Disease** is replaced by the following:

**6. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of disease by an "insured" through sexual contact.

Paragraph **E.7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse** is replaced by the following:

**7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

An "insured" who inflicts, or directs another person to inflict, upon any person, sexual molestation, corporal punishment or physical or mental abuse which results in "bodily injury" or "property damage".

**F. Coverage E – Personal Liability**

Paragraph **F.6.** is replaced by the following:

6. "Bodily injury" to you or an "insured" as defined under Definition **5.a.** or **b.**
  - a. This exclusion also applies to any claim made or suit brought against you or an "insured" to:
    - (1) Repay; or

- (2) Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured".

- b. With respect to a loss arising from any "motor vehicle" covered under this policy, this Exclusion **F.6.** does not apply:

- (1) To the maintenance or use of such "motor vehicle" by an "insured" other than an "insured" as defined under Definition **5.a.** or **b.**; or

- (2) When a third party acquires a right of contribution against an "insured".

**SECTION II – CONDITIONS**

**C. Duties After "Occurrence"**

Paragraph **4.d.** is replaced by the following:

- d. To secure and give evidence;

Paragraph **J. Concealment Or Fraud** is replaced by the following:

**J. Concealment Or Fraud**

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to this insurance.

With respect to the application for, or policy of, insurance, this condition does not apply once the policy has been in effect for one year or one policy period, whichever is less. Notwithstanding the limitation in this paragraph, we may cancel or nonrenew this policy in accordance with the terms of Sections **I And II – Conditions C. Cancellation and D. Nonrenewal.**

**SECTIONS I AND II – CONDITIONS**

**C. Cancellation**

Paragraph **2.** is replaced by the following:

2. We may cancel this policy as provided in this condition. The cancellation notice, together with our reason for cancellation, will be mailed to you at your last mailing address known to us, and we will obtain a certificate of mailing. Proof of mailing will be sufficient proof of notice.

Notification of cancellation will also be sent to the named insured's broker, if known, or agent of record, if known, and to the mortgagee or lienholder listed on the policy.

- a. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason.
- b. When this policy has been in effect for 60 days or more, or if it is a renewal with us, we may cancel:
  - (1) For nonpayment of premium;
  - (2) If this policy was obtained by misrepresentation or fraud; or
  - (3) For any act which measurably increases the risk originally accepted.
- c. If we cancel for nonpayment of premium, we will let you know of our action at least 10 days before cancellation takes effect. If we cancel for a reason other than nonpayment of premium, we will let you know of our intention at least 30 days before cancellation takes effect.

Paragraph **D. Nonrenewal** is replaced by the following:

**D. Nonrenewal**

- 1. We may elect not to renew this policy at its expiration date or, in the case of a policy written for an indefinite term, at its anniversary date. We will notify you of our intention not to renew, and of our reason for nonrenewal, at least 30 days before the expiration or anniversary date.
- 2. The nonrenewal shall not become effective until at least 30 days from the proof of mailing date of the notice to the named insured.
- 3. If we offer renewal and you fail to pay the renewal premium before the expiration date of this policy, this policy will terminate upon 10 days' notice to you.
- 4. If insurance has been issued to you and has been in effect with us for five or more years, we will not exercise our right to nonrenewal unless:
  - a. The policy was obtained through misrepresentation or fraud;

- b. The risk originally accepted has measurably increased; or
- c. You have received 60 days' notice of our intention not to renew.

- 5. We will mail the notice to you at your last mailing address known to us, and we shall obtain a certificate of mailing. Proof of mailing will be sufficient proof of notice.

Notification of nonrenewal will also be sent to the named insured's broker, if known, or agent of record, if known, and the last known mortgagee or lienholder.

Paragraph **G. Death** is replaced by the following:

**G. Death**

If any person named in the Declarations or:

- 1. The spouse, if a resident of the same household; or
- 2. A party who, with the "named insured", has entered into a civil union recognized under Illinois law, if a resident of the same household;

dies, the following apply:

- 1. We insure the legal representative of the deceased, but only with respect to the premises and property of the deceased covered under the policy at the time of death; and
- 2. "Insured" includes:
  - a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
  - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

All other provisions of this policy apply.