

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

SPECIAL PROVISIONS – ILLINOIS

The sections of the policy listed below are amended as specified.

EXCLUSIONS

A. Under Any Of The Coverages is amended as indicated.

Exclusion **10.** is deleted and replaced with the following:

10. “We” do not cover “bodily injury” or “property damage” which results from an act committed by any “insured”:

- a.** In the course of or in the furtherance of any criminal act or crime;
- b.** In the course of or in the furtherance of any:
 - (1)** Offense of a violent nature; or
 - (2)** Physical abuse; or
- c.** If a reasonable person would expect or intend “bodily injury” or “property damage” to result from the act.
This exclusion stated in paragraph **10.c.** applies regardless of whether such “insured” is charged with or convicted of a crime and even if:
 - (1)** The “bodily injury” or “property damage” is of a different kind or degree than was intended or could reasonably be expected to result from the act; or
 - (2)** The “bodily injury” or “property damage” is sustained by a different person than was intended or could reasonably have been expected.

Paragraphs **10.b.** and **10.c.** of this exclusion do not apply if a reasonable person would believe that the “insured” committing the act exercised reasonable force to protect persons or property.

If any paragraph of this exclusion applies to any one “insured” due to the “insured’s” act or omission, coverage is also excluded for all other persons or “insureds” seeking coverage under this policy.

This exclusion does not apply to an “insured” seeking coverage for a claim or suit arising out of an act of sexual molestation or abuse, but only if:

- a.** The “insured” seeking coverage did not actively participate in the act(s) of sexual molestation or abuse; and
- b.** The “insured” did not know of the act(s) of sexual molestation or abuse when occurring.

Exclusion **15.** is deleted and replaced with the following:

15. “We” do not cover “bodily injury”, “property damage”, or “personal injury” arising out of any “communicable disease”.

For purposes of this exclusion, a “communicable disease” means:

- a.** Any disease which can be transmitted by means of any substance or agent from person to person, animal to person, or animal to animal where:
 - 1)** The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
 - 2)** The method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - 3)** The disease, substance or agent can cause or threaten “bodily injury”, illness, emotional distress or damage to human health, animal health, human welfare or “property damage”.

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- b. Diseases, conditions, or illnesses including but not limited to, the following and any variant(s) or mutational strains of: acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV, including but not limited to HIV-1 and HIV-2); human t-cell lymphotropic virus (HTVL, including but not limited to HTVL-I, HTVL-II); any hepatitis virus; severe acute respiratory syndrome (SARS) including but not limited to SARASCoV-2 (the novel coronavirus that caused the coronavirus disease 2019, COVID-19); Middle East Respiratory Syndrome (MERS, including but not limited to MERS-CoV); herpes virus; any venereal disease or sexually transmitted disease, illness or condition; Zika virus, Norovirus; any of the Ebola virus species; Chronic Wasting Disease (CWD); Escherichia coli (E.coli); Influenza (including, but not limited to, all strains and mutations of avian, human or swine flu); Measles, Methicillin-resistant Staphylococcus Aureus (MRSA); Salmonellosis; Legionnaires Disease; Transmissible Spongiform Encephalopathy (TSE) (including, but not limited to, Bovine Spongiform Encephalopathy (BSE or mad cow disease); Creutzfeldt-Jacob Disease (nvCJD) including, but not limited to New Variant Creutzfeldt-Jakob Disease; Gerstmann-StrausslerSchneinker syndrome (GSS); fatal familial insomnia (FFI); Kuru; Tuberculosis, and West Nile Virus.

Exclusion **16**. is deleted and replaced with the following:

16. “We” do not cover any “bodily injury” or mental or emotional injury arising out of any:

- a. Actual, alleged, or threatened sexual molestation or sexual harassment of a person by any “insured”;
- b. Sexual act performed by any “insured”;
- c. Physical abuse; or
- d. Corporal punishment.

This exclusion does not apply to any “insured” who did not actively participate in the acts described above.

CONDITIONS

Under Condition **A. Limits of Liability**, paragraph **4**. is deleted.

Condition **F. Other Insurance – Liability To Public Coverage** is deleted and replaced with the following:

F. Other Insurance – Liability To Public Coverage

If there is other applicable liability insurance for a loss covered by this policy, “we” will pay only “our” share of the loss. “Our” share is determined by totaling the limits of this insurance and all other collectible insurance and finding the percentage of the total which “our” limits represent.

However, if any other policy or policies of primary insurance provides excess coverage for the loss under the terms of another insurance clause, this policy also provides coverage on an excess basis. If the other insurance clauses cancel out, “we” will pay “our” proportionate share of the loss. “Our” share is determined by totaling the limits of this insurance and all other collectible excess insurance and finding the percentage of the total which “our” limits represent.

“We” will not pay an amount in excess of “our” limits of liability.

Condition **G. Concealment Or Misrepresentation** is deleted and replaced with the following:

G. Concealment Or Misrepresentation

“We” may deny coverage if “you” or any “insured” has:

- 1. Concealed or misrepresented any material fact of circumstance; or;
- 2. Made false statements,

whether before or after any loss, “occurrence”, application for coverage, or claim for which coverage is sought under this policy.

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 under **GENERAL POLICY CONDITIONS – C. Cancellation and D. Nonrenewal**.

GENERAL POLICY CONDITIONS

Under Condition **C. Cancellation**, paragraph **2**. is deleted and replaced with 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 the Named Insured shown in the Declarations at the last mailing address known to “us”. Proof of mailing will be sufficient proof of notice.

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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 60 days or less and is not a renewal with "us", "we" may cancel for any reason.
- b. When this policy has been in effect for more than 60 days, 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 the Named Insured 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 the Named Insured know of "our" intention at least 30 days before cancellation takes effect.

Condition **D. Nonrenewal** is deleted and replaced with 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 the Named Insured 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 the Named Insured.
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. The Named Insured received 60 days notice of "our" intention not to renew.
5. "We" will mail the notice to the Named Insured shown in the Declarations at the last mailing address known to "us". 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.

Condition **E. Our Right To Recover Payment** is deleted and replaced with the following:

E. Our Right To Recover Payment

1. "We" have the right to recover a payment made under this policy if:
 - a. "We" make a payment to any "insured" entitled to benefits under this policy; and
 - b. The "insured" has a legal right to recover damages from a third party.

After a payment is made by "us", "you" or the person receiving the payment has no right to file a claim or lawsuit to collect the amount of "our" payment from a third party. "You" or the person receiving a payment under the policy may not hire an attorney on "our" behalf to collect the amount of "our" payment.

"You" or the person receiving a payment under the policy must sign papers and do whatever is necessary to transfer the right to collect the amount of the payment to "us". If "you" or the person receiving a payment under this policy release anyone responsible for causing a loss without "our" written consent, this policy has been breached and "we" may recover from such person the amounts paid by "us". If "you" or the person receiving a payment under this policy recovers damages from a third party, the proceeds of the recovery must be held in trust and "we" must be reimbursed to the extent of "our" payment under the policy.

2. "We" do not have a right to recover a payment made under **ADDITIONAL LIABILITY COVERAGE 3. Damage To Property Of Others** or Coverage **F**.

Condition **K. Automatic Termination** is deleted.

All other terms and conditions of this policy apply.