

AMENDATORY ENDORSEMENT ILLINOIS

1. Under Definitions, item b. of Pollutants is deleted.
2. Under Coverage Extensions, Defense Costs, if applicable, is amended as follows:
 - a. Paragraph a. Coverage is deleted and replaced by the following:
 - a. **Coverage** -- "We" have the right and duty to defend any "suit" brought against "you" as a result of damage to covered property caused by a covered loss. "We" may investigate and settle a claim or "suit".
 - b. Under paragraph d., item 4) is deleted and replaced by the following:
 - 4) expenses that "you" incur for expert testimony or court-ordered arbitration or mediation;
 - c. The following paragraph is added:

The expenses "we" incur under Defense Costs will not reduce the applicable "limit" for coverage described under Property Covered.
3. Under Perils Excluded, Criminal, Fraudulent, Dishonest, Or Illegal 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 another insured who did not cooperate in or contribute to the act that caused the loss.

Subject to the "terms" under How Much We Pay 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 the claimant's
4. Under Other 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; or
 - b. engaged in fraudulent conduct or sworn falsely with respect to this insurance or the subject thereof.
5. Under Other 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.
6. In all coverage forms except Cold Storage Locker Coverage, Contingent Cargo Coverage, Motor Truck Cargo Legal Liability Coverage, Riggers' Legal Liability Coverage, and Warehouse Legal Liability Coverage, under Other 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.