

7 World Trade Center, 250 Greenwich Street 33<sup>rd</sup> Floor, New York, NY 10007

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### ILLINOIS AMENDATORY ENDORSEMENT

This Rider is attached to and made part of the “policy” as of the Policy Effective Date shown in the Policy’s Application effective February 1, 2016. It is subject to all the provisions, limitations and exclusions of the “policy” except as this Rider specifically modifies them.

The “policy” is amended as follows:

1. The following **COMPLAINTS** provision is added to the “policy”.

Should the “insured” have general complaints regarding this insurance, such “insured” may submit a complaint in writing to the following address:

Illinois Division of Insurance  
Consumer Division  
Springfield, Illinois 62767

2. The **FILING A CLAIM** section is amended by the addition of the following paragraph:

“We” shall affirm or deny liability on claims within a reasonable time and shall offer payment within 30 days after affirmation of liability, if the amount of the claim is determined and not in dispute. For those portions of the claim which are not in dispute, “we” shall tender payment within said 30 days. If settlement of a claim is less than the amount claimed, or if the claim is denied, “we” shall provide to the “insured” a reasonable written explanation of the basis of the lower offer or denial within 30 days after the investigation and determination of liability is completed. This explanation shall describe the “policy” definition, limitation, exclusion or condition upon which denial was based. Notice of Availability of the Department of Insurance shall accompany this explanation.

3. Item 4 in SECTION V – **CONDITIONS, Concealment, Misrepresentation or Fraud** is amended to read:

This “policy” will be void if “you” intentionally conceal or misrepresent a material fact concerning obtaining coverage under this “policy”. In addition, “we” will deny a claim under this “policy” if “you” intentionally conceal or misrepresent a material fact concerning:

- a. An “identity theft event”;
- b. “Your” interest in any property involved in a “loss”; or
- c. A “loss” under this “policy”.

Such material misstatement must be stated in the application, other document attached to this “policy”, or claim form and must have been made with the actual intent to deceive or materially affect either the acceptance of the risk or the hazard assumed by the company.

4. Item 8 in SECTION V – **CONDITIONS, Legal Action Against “Us”** is amended to read:

No legal action may be brought or made against “us” under the “policy” unless:

- a. There has been full compliance with all of the terms of the “policy”; and
- b. The action is brought within two years after the date on which an “identity theft event” occurred.

The running of such period is tolled from the date proof of loss is filed, in whatever form is required by the “policy”, until the date the claim is denied in whole or in part.

5. Items 2 and 3 in SECTION VIII – **CANCELLATION, TERMINATION AND NON-RENEWAL** are amended to read:

2. If “we” cancel or non-renew this “policy,” “we” will mail written notice to “you” at the last known mailing address “we” have in “our” records. The notice will include the effective date of such cancellation or non-renewal. Proof of mailing shall be sufficient proof of notice.
3. During the first sixty (60) days that the “policy” is in force, “we” may cancel this “policy” for any reason by mailing to “you” written notice at least:
  - a. Fifteen (15) days before the effective date of cancellation if “we” cancel for nonpayment of premium; or
  - b. Thirty (30) days before the effective date of cancellation, if “we” cancel for any other cause.

After the “policy” has been in effect for sixty (60) days, “we” may cancel for the following reasons only:

- a. Nonpayment of premium;
- b. The “policy” was obtained through a material misrepresentation;
- c. Any “insured” violated any of the terms and conditions of the “policy”;
- d. The risk originally accepted has measurably increased;
- e. Certification to the Director of Insurance 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 of Insurance that the continuation of the policy could place “us” in violation of the insurance laws of this State.

At our sole and absolute discretion, “we” may extend this “policy” on the same terms and rates beyond the expiration date set forth in the Declarations for such period as is necessary for “us” to comply with this paragraph.

The “policy period” will end on the effective date specified in the cancellation or non- renewal notice.

There are no other changes to the “policy”.