

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – INNOCENT CO-INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE FORM
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART I - PROPERTY

- A.** The following paragraphs are added to **B.**, Exclusions, of the Cause of Loss form attached to the Commercial Property Coverage Form and to **B.**, Exclusions, of Part I – Property, of the Environmental Services Businessowners Coverage Form.

Innocent Co-insured

1. We will not pay for loss or damage arising out of any act committed:
 - a. By or at the direction of any insured; and
 - b. With the intent to cause a loss.
2. However, this exclusion will not apply to deny coverage to an innocent co-insured victim of domestic abuse who did not cooperate in or contribute to the creation of the loss provided that the loss is otherwise covered under this policy and is proximately related to an in furtherance of domestic abuse.
3. If we pay a claim pursuant to paragraph **A.2.** of this endorsement, our payment to the insured is limited to the extent of that person's interest in the property. In no event will we pay more than the Limit Of Insurance.

- B.** The following paragraph is added to the Transfer Of Rights Of Recovery Against Others To Us condition, shown in the Commercial Property Conditions that is attached to the Commercial Property Coverage Form, and also shown in the Property General Conditions of the Environmental Services Businessowners Coverage Form, Part I – Property.

If we pay an innocent co-insured victim of domestic abuse for loss arising out of an act of domestic abuse by another insured, the rights of the innocent co-insured to recover damages from the perpetrator of the domestic abuse are transferred to us to the extent of our payment. Following the loss, the innocent co-insured may not waive such rights to recover against the perpetrator of the domestic abuse.

For the purposes of this endorsement, domestic abuse means attempting to cause or intentionally, knowingly or recklessly causing damage to property for the purpose of intimidating or attempting to control the behavior of another person, including a minor.

All other terms and conditions of this policy remain unchanged.