

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART I - PROPERTY

A. The following exclusion and related provisions are added to Part I – Property, paragraph **B.2.**, Exclusions.

Innocent Coinsured

a. We will not pay for loss or damage arising out of any act committed:

- (1) By or at the direction of any insured; and
- (2) With the intent to cause a loss.

b. However, this exclusion will not apply to deny coverage to an innocent coinsured when the loss or damage is otherwise covered under this policy and is proximately related to and in furtherance of an abusive act by an insured who is a family or household member. Such coverage will be provided only if the innocent coinsured:

- (1) Provides evidence of the abuse to us, to demonstrate that the loss is abuse-related; and
- (2) For the act causing the loss, either:
 - (a) Files a complaint under the Protection From Abuse Act against the abuser, and does not voluntarily dismiss the complaint; or
 - (b) Seeks a warrant for the abuser's arrest and cooperates in the prosecution of the abuser.

c. If we pay a claim pursuant to paragraph **b.** above, our payment to the innocent coinsured is limited to that insured's legal 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 Insurance.

B. The following paragraph is added to Part I – Property, paragraph **F.**, Property General Conditions, sub-paragraph **5.**, Transfer Of Rights Of Recovery Against Others To Us.

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

C. For the purposes of this endorsement, Part I – Property, paragraph **E.**, Loss Conditions – Property, sub-paragraph **4.**, Legal Action Against Us, is deleted in its entirety and replaced with the following sub-paragraph.

4. No one may bring a legal action against us under this Coverage Part unless:

- a.** There has been full compliance with all of the terms of this Coverage Part, and
- b.** The action is brought within the time limitations prescribed by Alabama law.

All other terms and conditions of this policy remain unchanged.