

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA 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.

Acts of Domestic Violence

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 an insured's claim for an otherwise covered property loss under this policy if such loss is caused by an act of domestic violence by another insured under this policy and the insured making this claim:
 - (a) Did not cooperate in or contribute to the creation of the loss; and
 - (b) Cooperates in any investigation relating to the loss.

We may apply reasonable standards of proof for such claims.
3. If we pay a claim pursuant to **A. 2.**, of this endorsement, our payment to the insured is limited to that insured's insurable interest in the property as reduced by any payments we first made to a mortgagee or other party with a 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 insured for loss described in paragraph **A.2.**, the rights of the insured to recover damages from the perpetrator of domestic violence are transferred to us to the extent of our payment. Following the loss, the insured may not waive such rights to recover against the perpetrator of the domestic violence.

C. For the purposes of this endorsement and the coverages provided by Part I - Property, Part III – Common Policy Conditions, paragraph **C.** Concealment, Misrepresentation Or Fraud, is deleted in its entirety and replaced with the following paragraph.

C. Concealment, Misrepresentation or Fraud

We will not pay for any loss or damage in any case involving misrepresentations, omissions, concealment of facts or incorrect statements:

1. That are fraudulent;
2. That are material either to the acceptance of the risk, or to the hazard assumed by us; and
3. Where, if the true facts had been known to us as required either by the application for the policy or otherwise, we in good faith would either:
 - a. Not have issued the policy;
 - b. Not have issued the policy in as large an amount; or
 - c. Not have provided coverage with respect to the hazard resulting in the loss.

All other terms and conditions of this policy remain unchanged.