

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – HAWAII CHANGES

This endorsement modifies insurance provided under the following:

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

A. The following is added to the Concealment, Misrepresentation or Fraud Condition:

However, a misrepresentation in an application for this insurance policy, or in negotiations for this insurance policy, shall not be grounds for voiding the policy, but shall prevent recovery under this insurance if such misrepresentation:

1. Was made with actual intent to deceive; or
2. Materially affects either the acceptance of the risk or the hazard assumed by us.

B. The following exclusion and related provisions are added to the Exclusions section of the Causes of Loss Form and to any Coverage Form or policy to which a Causes of Loss Form is not attached:

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 if such loss is caused by an act of domestic abuse by another insured under the policy, and the insured making claim:
 - a. Files a police report and cooperates with any law enforcement investigation relating to the act of domestic abuse; and
 - b. Did not cooperate in or contribute to the creation of the loss.
3. If we pay a claim pursuant to paragraph **B.2.** above, our payment to the insured is limited to that insured's insurable 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.

C. The following is added to the Transfer Of Rights Of Recovery Against Others To Us Common Policy Condition:

If we pay an insured, who is a victim of domestic abuse, for a loss caused by an act of domestic abuse, the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the domestic abuse.

D. As used in this endorsement domestic abuse means:

1. Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members;
2. Sexual assault of one family or household member by another;
3. Stalking of one family or household member by another family or household member; or
4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member.

All other terms and conditions of this policy remain unchanged.