

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SPECIAL PROVISIONS – ALABAMA**

Throughout this policy, the following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of covered property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

### **SECTION I – EXCLUSIONS**

**8. Intentional Loss** is deleted and replaced by the following:

#### **8. Intentional Loss**

We do not provide coverage for any loss arising out of any act committed by or at the direction of an "insured" with the intent to cause a loss. However, if you commit an act with the intent to cause a loss, we will provide coverage to an innocent "insured" victim of domestic abuse, as defined in the "Domestic Abuse Insurance Protection Act", to the extent of that person's interest in the property when the damage is proximately related to and in furtherance of domestic abuse.

(This is Exclusion **A.8.** in Form **HO 00 03.**)

### **SECTIONS I AND II – CONDITIONS**

**F. Subrogation** is deleted and replaced by the following:

#### **F. Subrogation**

An "insured" may waive in writing before a loss all rights of recovery against any person. However, this waiver does not apply if an "insured" is an innocent victim of domestic abuse as defined in the "Domestic Abuse Insurance Protection Act". In this case, we shall be subrogated to the rights of the innocent "insured" claimant to recover for any losses we paid for property damages.

In all other cases, if an "insured" has not waived in writing before a loss all rights of recovery against any person, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

All other provisions of this policy apply.