

AMENDATORY ENDORSEMENT ALABAMA

1. Under Perils Excluded, Criminal, Fraudulent, Dishonest, Or Illegal Acts, if applicable, is amended to include the following:

However, if the loss is caused by an act of abuse, as defined by Alabama statute, committed by or at the direction of an insured, this exclusion will not apply to an otherwise covered loss suffered by another insured, who is the subject of the abuse, and who did not cooperate with or contribute to the act that caused the loss. The innocent insured must either: file a complaint under the Alabama Protection From Abuse Act against the abuser, and not voluntarily dismiss the complaint, or seek a warrant for the abuser's arrest for the act causing the loss and cooperate in the prosecution of the abuser.

Subject to all other "terms" of this policy, "our" payment to an insured who did not cooperate in or contribute to the act that caused the loss may be limited to that person's insurable interest in the property, less any payment made to a mortgagee or other party with a legal secured interest in the property.

2. Under Other Conditions, Subrogation is amended to include the following:

An innocent insured who is the subject of abuse, as defined by Alabama statute, cannot waive his or her right to recover. "We" retain all rights set forth by this Subrogation condition with regard to "our" right to recover, up to the amount "we" pay, for loss caused by an act of abuse.

3. In all coverage forms except Cold Storage Locker Coverage, Contingent Cargo Coverage, Motor Truck Cargo Legal Liability Coverage, Riggers' Legal Liability Coverage, and Warehouse Legal Liability Coverage, under Other Conditions, Suit Against Us is deleted and replaced by the following:

Suit Against Us -- No one may bring a legal action against "us" under this coverage unless:

- a. all of the "terms" of this coverage have been complied with; and
- b. the suit has been brought within the time period prescribed by law for the commencement of such action.