

AMENDATORY ENDORSEMENT TEXAS

This mandatory endorsement must be attached to all Texas policies.

1. Under Definitions, the following definition is added:

"Business day" means a day other than Saturday, Sunday, or a holiday recognized by the state of Texas.

2. Under Definitions, if applicable, the definition of "pollutants" is deleted and replaced by the following:

"Pollutant" means:

- a. any solid, liquid, gaseous, or thermal irritant or contaminant;
 - b. electromagnetic (visible or invisible) or sound emission; or
 - c. waste, including materials to be disposed of as well as recycled, reclaimed, or reconditioned.
3. Under What Must Be Done In Case Of Loss, Notice is deleted and replaced by the following:

Notice -- "You" must promptly notify "us" or "our" agent in the event of a loss. The notice must be in writing. "You" must promptly notify the police if the loss may have been the result of a violation of the law.

4. Under What Must Be Done In Case Of Loss, You Must Protect Property is deleted and replaced by the following:

You Must Protect Property -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.

- a. **Payment Of Reasonable Costs** -- "We" will pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against. "You" must keep an accurate record of such costs.
- b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.

5. Under What Must Be Done In Case Of Loss, Proof Of Loss is deleted and replaced by the following:

Proof Of Loss -- Upon request, "you" must send "us" a signed, sworn proof of loss within 91 days of the request on a form supplied by "us".

"We" must request a signed, sworn proof of loss within 15 days after receipt of "your" written notice or "we" waive "our" right to require a proof of loss. Such waiver will not waive "our" other rights under this policy.

- a. This proof of loss will state, to "your" best knowledge and belief:
 - 1) the time and cause of loss;
 - 2) "your" interest and all other's interest in the property involved including all liens on the property;
 - 3) other insurance which may cover the loss;
 - 4) the actual cash value of each item of property and the amount of loss to each item; and
 - 5) if applicable, the name of the occupant and the occupancy of the building at the time of the loss.

- b. If this policy provides replacement cost coverage and "you" elect to make a claim under the "terms" of the replacement cost provision, this proof of loss will also state, to "your" best knowledge and belief:
- 1) the replacement cost of the described property; and
 - 2) the full cost of repair or replacement of loss without deduction for depreciation.
6. In the Data Compromise Coverage form under What Must Be Done In Case Of A Personal Data Compromise, Sworn Statement is deleted and replaced by the following:
- Sworn Statement** -- "You" must send "us", within 91 days after "our" request, a signed, sworn statement. "We" will provide "you" with the necessary forms.
7. Under What Must Be Done In Case Of Loss, Examination is deleted and replaced by the following:
- Examination** -- As often as "we" may reasonably require, "you" must submit to examination under oath and sign and swear to it.
8. Under What Must Be Done In Case Of Loss, Records is amended to include the following:
- "You" will not be required, as a condition of settling a claim, to produce "your" federal income tax returns unless:
- a. "you" have been ordered to produce such tax returns by a court; or
 - b. the claim involves:
 - 1) a fire loss; or
 - 2) a loss of profits or income.
9. Under What Must Be Done In Case Of Loss, Damaged Property is deleted and replaced by the following:
- Damaged Property** -- As often as "we" may reasonably require, "you" must permit "us" to have access to the damaged property before it is disposed of or repaired.
10. Under Loss Payment, the following provision is added:
- Acceptance Or Rejection Of Claim** --
- a. Within 15 days after "we" receive written notice of claim, "we" must:
 - 1) acknowledge receipt of the claim; if the acknowledgment of the claim is not in writing, "we" will keep a record of the date, method, and content of the acknowledgment;
 - 2) begin any investigation of the claim; and
 - 3) specify the information "you" must provide in accordance with the "terms" of the Proof Of Loss condition.
 - b. "We" may request more information, if during the investigation of the claim such additional information is necessary.
 - c. After "we" receive the information requested, "we" must notify "you" in writing whether the claim will be paid or has been denied or whether more information is necessary:
 - 1) within 15 business days; or
 - 2) within 30 days if "we" have reason to believe the loss resulted from arson.
 - d. If "we" do not approve payment of the claim or require more time for processing the claim, "we" must:
 - 1) give the reasons for denying the claim; or

- 2) give the reasons "we" require more time to process the claim. But, "we" must either approve or deny the claim within 45 days after requesting more time.
11. Under Loss Payment, Your Losses, Conditions For Payment Of Loss is deleted and replaced by the following:
- Conditions For Payment Of Loss** -- If "we" notify "you" that payment of the claim or part of the claim will be made, "we" must make payment within five "business days" after "our" notification to "you".
- If payment of the claim or part of the claim requires the performance of an act by "you", "we" must make payment within five "business days" after the date "you" perform the act.
12. Under Other Conditions, the following condition is added:
- Catastrophe Claims** -- If a claim results from a weather related catastrophe or a major natural disaster, each claim handling deadline shown under What Must Be Done In Case Of Loss and Loss Payment is extended for an additional 15 days.
- Catastrophe or Major Natural Disaster means a weather related event which:
- a. is declared a disaster under the Texas Disaster Act of 1975; or
 - b. is determined to be a catastrophe by the Texas Department of Insurance.
13. 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, paragraph b. of Suit Against Us is deleted and replaced by the following:
- b. the suit has been brought within two years and one day from the date the cause of action first accrues.
14. In the Data Compromise Coverage form under Other Conditions, paragraph b. of Legal Action Against Us is deleted and replaced by the following:
- b. the suit has been brought within two years and one day after the cause of action first accrues.