



POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL BUSINESS PERSONAL PROPERTY FLOATER COVERAGE - TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All terms, conditions, and definitions of the Commercial General Liability Form and the following terms, conditions, and definitions apply to this Coverage. Words and phrases that appear in quotes are defined in the Commercial General Liability Form or this Endorsement and are given their defined meaning.

SCHEDULE

Limit of Insurance (per "occurrence")	Deductible (per "occurrence")
\$<XXXXX>	\$<XXXX>
Away from premises sublimit: \$<XXXXX>	

A. The following is added to **SECTION I – COVERAGES:**

COVERAGE D – SUPPLEMENTAL BUSINESS PERSONAL PROPERTY

1. Insuring Agreement

a. We will pay for direct physical loss of or damage to Covered Property caused by an "occurrence" during the policy period.

b. Covered Property

Covered Property means the following, if used primarily in connection with your business activities:

- (1) computer hardware capable of accepting information, processing it according to a plan, and producing the desired results (including desktop and laptop computers, electronic tablets and mobile phones), as well as related peripheral equipment, including printers, video display monitors, modems, surge protectors, keyboards, routers, and servers;

- (2) air conditioning and fire protection equipment used exclusively in computer operations;
- (3) telephone systems and their component parts that you own; and
- (4) all other business personal property of yours.

c. Property Not Covered

Covered Property does not include:

- (1) Automobiles, motor trucks, tractors, trailers, or other vehicles, whether or not licensed for use on public roads.
- (2) Aircraft, drones, or watercraft (including motors, equipment, and accessories);
- (3) Money or securities;
- (4) Real property, land (whether resurfaced with stone, gravel, or another similar layer, including land on which the property is located), water, crops, or lawns;

- (5) Outdoor fences, radio, or television antennas (including satellite dishes) and their lead-in wiring, masts, or towers, signs, trees, shrubs, or plants;
- (6) "Electronic data";
- (7) Plans, blueprints, designs, or specifications;
- (8) Property while waterborne, except while in transit on ferries operating on the navigable waters of the Continental United States and Canada (other than to or from Alaska);
- (9) Property while under water or while being used in underground mining, tunneling, or similar operations;
- (10) Property that you loan, lease, or rent to others;
- (11) Contraband or property in the course of illegal transportation or trade;
- (12) Animals;
- (13) Tools, small equipment, and clothing belonging to your employees; or
- (14) Spare parts that are specifically designed and intended for use in the maintenance and operation of Covered Property.

2. Exclusions

This insurance does not apply to, and we will not pay for loss or damage caused directly or indirectly by or resulting from, any of the following.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Earthquake

But if earthquake results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Endorsement.

b. Governmental Action

Seizure, confiscation, destruction, or quarantine of property by order of any governmental or civil authority.

But we will pay for loss or damage caused by or resulting from acts of destruction by the governmental or civil authority to prevent the spread of fire if such fire would be covered under this Endorsement.

c. Nuclear Hazard

Nuclear reaction, nuclear radiation, or radioactive contamination, however caused.

But if nuclear reaction, nuclear radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Endorsement.

d. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents;
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) The discharge of a nuclear weapon.

e. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); or
- (2) Waterborne material carried or otherwise moved by any of the water referred to in subpart (1).
- (3) continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture, or vapor, that occurs over a period of 14 days or more.

This exclusion applies regardless of whether any of the above is caused by an act of nature or other cause.

But if any of the above in subparts (1) and (2) results in fire, explosion, or theft, we will pay for the direct loss or damage caused by that fire, explosion, or theft if these causes of loss would be covered under this Endorsement.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

f. Cyber Incidents

- (1) any unauthorized access to or use of any computer system, including "electronic data";

- (2) any malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system, including "electronic data," and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, or prevent or restrict access to or the use of any part of any computer system (including "electronic data") or otherwise disrupt its normal functioning or operation;
- (3) any denial of service attack which disrupts, prevents, or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation; or
- (4) any threat, hoax, or demand relating to subparts (1), (2), or (3) above.

But if any event described in subparts (1), (2), or (3) above results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Endorsement.

g. Electrical, Magnetic, or Electromagnetic Energy

Electrical, magnetic, or electromagnetic energy, including but not limited to solar flares, that damages, disturbs, disrupts, or otherwise interferes with any: (1) electrical or electronic wire, device, appliance, system, or network; or (2) device, appliance, system, or network utilizing cellular or satellite technology.

h. Utility Services

The failure of power, communication, water, or other utility service, however caused, if the failure: (i) originates away from the location of the Covered Property; or (ii) involves equipment used to supply the utility service to the location from a source away from the location. Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Damage or loss caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

Communication services include but are not limited to services relating to internet access or access to any electronic, cellular, or satellite network.

i. Exposed Property

Rain, snow, ice, or sleet to personal property in the open.

j. Economic Loss

Delay, loss of use, loss of market, business interruption, economic loss or damage, or any other consequential loss.

k. Missing Property

Missing property where: (1) the only proof of loss is the unexplained or mysterious disappearance of such property; (2) the shortage of property is discovered upon taking inventory; or (3) there is no physical evidence to show what happened to the property.

l. Wear and Tear

Wear and tear, marring, scratching, deterioration, depreciation, mechanical breakdown, contamination, corrosion, rust, dampness, cold, heat, hidden or latent defect, or any quality, fault, or weakness in the property that causes it to damage or destroy itself.

m. Voluntary Parting

Voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

n. Unauthorized Instruction

Unauthorized instructions to transfer property to any person or place.

o. Neglect to Preserve Property

Neglect of an insured to use all reasonable means to save and preserve property from further damage at or after the time of loss.

p. Pollutants

The release, discharge, seepage, migration, dispersal, or escape of "pollutants."

q. Collapse

Collapse, including any of the following conditions of property or any part of property:

- (1) an abrupt falling down or caving in;
- (2) loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) any cracking, bulging, sagging, bending, leaning, settling, shrinking, or expansion.

But if collapse results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Endorsement.

r. Fraud and Dishonesty

Criminal, fraudulent, dishonest or illegal acts (including theft) committed by:

- (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees or authorized representatives;
- (2) A manager or a member if you are a limited liability company; or
- (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

B. The following is added to SECTION III – LIMITS OF INSURANCE:

If you have first paid the deductible stated in the Schedule, we will pay the following amounts up to the Limit of Insurance stated in the Schedule. Loss or damage to Covered Property away from the premises is subject to the sublimit shown in the Schedule, which is part of, and not in addition to, the Limit of Insurance shown in the Schedule.

- 1. For loss or damage to Covered Property you own, we will pay the lesser of:
 - a. the cost to repair the Covered Property; or
 - b. the “replacement cost” of the Covered Property.
- 2. For loss or damage to Covered Property you do not own that is in your care, custody or control, we will pay the least of:
 - a. the cost to repair the Covered Property;
 - b. the “replacement cost” of the Covered Property; or
 - c. the amount for which you are legally liable for the Covered Property.

If the lowest amount is “replacement cost,” we will pay the “actual cash value” as of the date of loss and then pay the difference between “actual cash value” and “replacement cost” if you replace the Covered Property within one year from the date of the “occurrence”.

C. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

- a. Claims Handling Within 15 days after we receive written notice of claim, we will:
 - (1) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim 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) Request a signed, sworn proof of loss, specific the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.
- b. We will notify you in writing as to whether:
 - (1) The claim or part of the claim will be paid;
 - (2) The claim or part of the claim has been denied, and inform you of the reasons for denial;
 - (3) More information is necessary; or
 - (4) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provided notification, as described in **b.(1)** through **b.(4)** above, within:

- (1) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or
- (2) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

- c. We will pay for covered loss or damage within five business days after:
 - (1) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

However, if payment of the claim or party of the claim is conditioned on your compliance with any terms of this policy, we will make payment within five business days after the date you have complied with such terms.

D. The following definitions are added to SECTION V – DEFINITIONS:

“Actual cash value” means the fair market value of the lost or damaged property as of the date of the “occurrence” taking into account deterioration, depreciation, and obsolescence.

“Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

“Replacement cost” means the cost to replace lost or damaged property with property of like kind, quality, and utility, without deduction for deterioration, depreciation, or obsolescence. Replacement cost will be valued as of the date of the “occurrence.”