**ENDORSEMENT**

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

# This endorsement, effective 12:01 a.m. forms a part of Policy

# No. issued to by

**TEXAS CHANGES**

This endorsement modifies insurance provided under the following:

PREMIER CAUSES OF LOSS SECTION–COUNTRY CLUB PREMIER PROPERTY COVERAGE FORM

**A.** The following coverages are added to **E. Additional Coverage – Equipment Breakdown**:

**1.** Defense

If a claim or “suit” is brought against you alleging that you are liable for damage to property of another in your care, custody or control that was directly caused by an “accident” to “covered equipment” we will either:

**a.** Settle the claim or “suit”; or

**b.** Defend you against the claim or “suit” but keep for ourselves the right to settle it at any point.

**2.** Supplementary Payments

We will pay, with respect to any claim or “suit” we defend:

**a.** All expenses we incur;

**b.** The cost of bonds to release attachments, but only for bond amounts within the Limit of Insurance. We do not have to furnish these bonds;

**c.** All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or **“**suit”, including actual loss of earnings up to $100 a day because of time off from work;

**d.** All costs taxed against you in any “suit” we defend;

**e.** Pre-judgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer; and

**f.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the Limit of Insurance shown in the Declarations or any Supplemental Declarations.

These payments will not reduce the Limit of Insurance.

**B.** As respects **E.** **Additional Coverage - Equipment Breakdown** only, the following are added:

**1.** Legal Action Against Us:

No one may bring a legal action against us under this coverage section unless:

**a.** There has been full compliance with all the terms of this coverage section;

**b.** The action is brought within two years and one day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action; and

**c.** We agree in writing that you have an obligation to pay for damage to Covered Propertyof others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this policy to bring us into an action to determine your liability.

**2.** Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of an obligation under this coverage section.

**C.** With respect to **E.** **Additional Coverage - Equipment Breakdown** only, the following Definition is added:

“Suit” means a civil proceeding and includes:

**1.** An arbitration proceeding in which damages are claimed and to which you must submit or do submit with our consent; or

**2.** Any other alternative dispute resolution proceeding in which damages are claimed and to which you submit with our consent.

All other terms and conditions of the policy remain the same.

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Authorized Representative