

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.,
Forms a part of Policy No.:

WILDFIRE – SEPARATE LIMITS FOR SUPPLEMENTARY PAYMENTS – OKLAHOMA

NOTICE: AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS FOR A WILDFIRE CLAIM OR SUIT SHALL REDUCE AND MAY EXHAUST THE WILDFIRE SUPPLEMENTARY PAYMENTS LIMITS OF INSURANCE SHOWN IN THE SCHEDULE OF THIS ENDORSEMENT. PLEASE READ ALL THE TERMS OF THIS ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Wildfire Supplementary Payments Limits of Insurance	\$1,000,000 Each Occurrence/Offense \$1,000,000 Aggregate
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With respect to the coverages contemplated under this endorsement, the following applies:

A. SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 1. **Insuring Agreement**, Subparagraph a. is deleted and replaced with the following:

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages and/or Supplementary Payments for a claim or "suit" caused by, arising out of, or resulting directly or indirectly from a "wildfire" is limited as described in Paragraph **D.** of this endorsement and Section **III** – Limits Of Insurance of the Commercial General Liability Coverage Form; and

(2) Our right and duty to defend ends when the following limits have been exhausted:

(a) Applicable limit of insurance in the payment of judgments and/or settlements for a claim or "suit" caused by, arising out of, or resulting directly or indirectly from a "wildfire" under Coverages **A** or **B** or medical expenses under Coverage **C**; or

(b) Wildfire Supplementary Payments Limits of Insurance in the payment of Supplementary Payments for a claim or "suit" caused by, arising out of, or resulting directly or indirectly from a "wildfire". The insured shall be responsible for Supplementary Payments once the Wildfire Supplementary Payments Limits of Insurance shown in the Schedule above is exhausted.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

B. SECTION I – COVERAGES – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 1. **Insuring Agreement**, Subparagraph a. is deleted and replaced with the following:

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “personal and advertising injury” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “personal and advertising injury” to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or “suit” that may result. But:
 - (1) The amount we will pay for damages and/or Supplementary Payments for a claim or “suit” caused by, arising out of, or resulting directly or indirectly from a “wildfire” is limited as described in Paragraph **D**. of this endorsement and Section **III** – Limits Of Insurance of the Commercial General Liability Coverage Form; and
 - (2) Our right and duty to defend ends when the following limits have been exhausted:
 - (a) Applicable limit of insurance in the payment of judgments and/or settlements for a claim or “suit” caused by, arising out of, or resulting directly or indirectly from a “wildfire” under Coverages **A** or **B** or medical expenses under Coverage **C**; or
 - (b) Wildfire Supplementary Payments Limits of Insurance in the payment of Supplementary Payments for a claim or “suit” caused by, arising out of, or resulting directly or indirectly from a “wildfire”. The insured shall be responsible for Supplementary Payments once the Wildfire Supplementary Payments Limits of Insurance shown in the Schedule above is exhausted.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

C. For the purposes of this endorsement, SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

1. The last sentence of Paragraph 1. is deleted and replaced with the following:

These payments will reduce and may exhaust the Wildfire Supplementary Payments Limits of Insurance and are in addition to the limits of insurance of this policy.
2. The final two paragraphs of Paragraph 2.f. are deleted and replaced with the following:

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for “bodily injury” and “property damage” and will be subject to and reduce the Wildfire Supplementary Payments Limits of Insurance shown in the Schedule above.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

 - (1) We have exhausted the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above;
 - (2) We have exhausted the Wildfire Supplementary Payments Limits of Insurance in the payment

of Supplementary Payments for a claim or "suit" caused by, arising out of, or resulting directly or indirectly from a "wildfire"; or

(3) The terms of the agreement described in Paragraph f. above, are no longer met.

D. For the purposes of this endorsement, the following is added to SECTION III – LIMITS OF INSURANCE:

8. The Wildfire Supplementary Payments Aggregate Limit of Insurance shown in the Schedule above is the most we will pay under Coverage A and Coverage B for the sum of all Supplementary Payments for a claim or "suit" caused by, arising out of, or resulting, directly or indirectly from a "wildfire". This limit is in addition to the limits of insurance of this policy.

9. Subject to Paragraph 8. above, the Wildfire Supplementary Payments Each Occurrence/Offense Limit of Insurance shown in the Schedule above is the most we will pay in any one "occurrence" or offense for Supplementary Payments for a claim or "suit" caused by, arising out of, or resulting, directly or indirectly from a "wildfire".

E. For the purposes of this endorsement, SECTION V – DEFINITIONS is amended to include the following:

"Wildfire" means any fire that consumes more than one (1) acre of land in any direction from its point of origin whether its point of origin is inside or outside of a building, other structure, or vehicle.

"Wildfire" includes heat, smoke or fumes from a "Wildfire".

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

Authorized Representative