

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

WILDFIRE – SUPPLEMENTARY PAYMENTS WITHIN THE LIMITS OF INSURANCE – TEXAS

NOTICE: AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS SHALL REDUCE AND MAY EXHAUST THE LIMITS OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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 we have used up the applicable limit of insurance in the payment of judgments, settlements and/or Supplementary Payments 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.

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 we have used up the applicable limit of insurance in the payment of judgments, settlements and/or Supplementary Payments 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**.

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 shall reduce and are not in addition to the limits of insurance.

D. For the purposes of this endorsement, **SECTION III – LIMITS OF INSURANCE** is amended as follows:

1. Paragraph **2.** is deleted and replaced with the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical Expenses under Coverage **C**;
 - b. Damages under Coverage **A** except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
 - c. Damages under Coverage **B**; and
 - d. Supplementary Payments for a claim or “suit” caused by, arising out of, or resulting directly or indirectly from a “wildfire”.
2. Paragraph **4.** is deleted and replaced with the following:
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages and/or Supplementary Payments for a claim or “suit” caused by, arising out of, or resulting directly or indirectly from a “wildfire” because of all “personal and advertising injury” sustained by any one person or organization.
3. Paragraph **5.** is deleted and replaced with the following:
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- a. Damages under Coverage **A**;
 - b. Medical Expenses under Coverage **C**; and
 - c. Supplementary Payments for a claim or “suit” caused by, arising out of, or resulting, directly or indirectly from a “wildfire”
because of all “bodily injury” and “property damage” arising out of any one “occurrence”.

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

“Wildfire” means any wildland fire, forest fire, brush fire, vegetation fire, grass fire, peat fire, bushfire, hill fire desert fire, veld fire, escaped prescribed fires, or escaped wildland fire, which may (but is not required to) also consume houses, buildings or other structures and agricultural resources.

“Wildfire” includes all risks associated with or resulting from such fire(s), including smoke, heat, soot or fumes.

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

Authorized Representative