

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL COMPUTER COVERAGE – TEXAS

DEFINITIONS

With respect to the coverage provided by this endorsement, "computer equipment" means:

1. Computer hardware, software, operating systems or networks; and
2. Other electronic parts, equipment or systems solely designed for use with or connected to equipment in 1. above.

SECTION I – PERILS INSURED AGAINST

With respect to "computer equipment" defined above, the Perils Insured Against which apply to **Coverage C – Personal Property** are replaced by the following:

1. We cover an "insured's" "computer equipment", as defined in this endorsement, against direct physical loss.
2. We do not insure, however, for loss:
 - a. Excluded under Section I – Exclusions.
 - b. Caused by:
 - (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:
 - (a) Maintain heat in the building; or
 - (b) Shut off the water supply and drain all systems and appliances of water;However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.
 - (2) Theft in or to a dwelling under construction, until the dwelling is finished and occupied;

- (3) Constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or from within a household appliance;
- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (5) Dampness of atmosphere or extremes of temperature unless the direct cause of loss is:
 - (a) Rain or snow; or
 - (b) Sleet or hail;
- (6) Refinishing, renovating or repairing property;
- (7) Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft of all types, including their:
 - (a) Trailers;
 - (b) Furnishings;
 - (c) Equipment; and
 - (d) Outboard engines or motors;
- (8) Acts or decisions, including the failure to act or decide, of any:
 - (a) Person or group; or
 - (b) Organization or governmental body.However, any ensuing loss not excluded or excepted in this policy is covered;
- (9) Any of the following:
 - (a) Wear and tear, marring, deterioration;
 - (b) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;

- (c) Smog, rust or other corrosion, wet or dry rot;
- (d) Smoke from:
 - (i) Agricultural smudging; or
 - (ii) Industrial operations;
- (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the Perils Insured Against that would apply under Coverage **C** of the policy form if this endorsement were not attached to the policy form.
 Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of:
 - (i) Pavements or patios;
 - (ii) Footings or foundations;
 - (iii) Walls or floors;
 - (iv) Roofs or ceilings; or
 - (v) Bulkheads;
- (g) Birds, rodents or insects;
- (h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals; or
- (i) Animals owned or kept by an "insured".

Exception To b.(9)

Unless the loss is otherwise excluded, we cover loss to "computer equipment" resulting from an accidental discharge or overflow of water or steam from within a:

- (i) Storm drain or water, steam or sewer pipe off the "residence premises"; or
- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

Section I – Water Exclusion Paragraphs **a.** and **c.**, that apply to surface water and water below the surface of the ground, do not apply to loss by water covered under **b.(9)** above.

With respect to the precluded perils in **2.b.(1)** through **(3)** and **b.(9)**, any ensuing loss not precluded by any other provision in this policy is covered.

SPECIAL CONDITIONS

The coverage provided by this endorsement does not:

1. Increase the Coverage **C** Limit Of Liability;
2. Modify the Coverage **C** Special Limits Of Liability; or
3. Modify any provision that applies to Coverage **C** Property Not Covered.

All other provisions of this policy apply.