

AMENDATORY ENDORSEMENT TEXAS

1. Under What To Do If You Have A Loss, the paragraph is deleted and replaced by the following:

If you have a loss to property covered by this policy, you must:

- (1) If the loss is a theft, notify the campus or local police immediately upon discovery of the loss.
- (2) Report the loss to us or our agent as soon as possible. We or our agent will supply you with a Loss Report form which you must complete.
- (3) Do everything possible to protect your property from further loss.
- (4) Separate the damaged property from the undamaged property.
- (5) Show to us or our representative the damaged property and any records, such as sales receipts, which you have to prove your loss.
- (6) Allow us to question you under oath about your claim and you must be willing to sign a copy of your answers to our questions.
- (7) Send us or our agent a sworn **Proof of Loss Statement** within 91 days of the request. This statement gives us the details of damaged property.

Our duties in the event of loss are as follows:

- a. Within 15 days after we receive your written notice of claim, we must:

- 1) acknowledge receipt of the claim. If our acknowledgment of the claim is not in writing, we will keep a record of the date, method, and content of our acknowledgment;
- 2) begin any investigations of the claim; and
- 3) specify the information you must provide in accordance with What Must Be Done In Case Of Loss.

We may request more information, if during the investigation of the claim such additional information is necessary.

- b. After we receive the information we request, we must notify you in writing whether your claim will be paid or has been denied or whether more information is needed:

- 1) within 15 business days; or
- 2) within 30 days if we have reason to believe the loss resulted from arson.

If we notify you that payment of the claim or part of the claim will be made, we must make payment within five "business days" after our notification to you.

- c. If we do not approve payment of your claim or need more time for processing your claim, we must:

- 1) give the reasons for denying your claim; or
- 2) give the reasons we require more time to process your claim. But, we must either approve or deny your claim within 45 days after requesting more time.

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2. Under If You Sue Us, the section is amended to allow insured in Texas 2 (two) years from the inception of the loss to bring suit against us.

3. Under If We Disagree, the paragraph is deleted and replaced by the following:

If you and we do not agree on the amount of your loss, the following procedure will be used:

- (1) When appraisal has been requested by one party, both parties will mutually consent to the appraisal proceedings.
- (2) One of us will make a written request for appraisal within 60 days after our receipt of a signed, sworn proof of loss, for an appraisal of the loss.
- (3) Each of us will select an appraiser and decide upon a time and place for the appraisal. Each of us will notify the other of the appraiser's identity within 20 days of receipt of the written demand for appraisal.
- (4) The appraisers will select an impartial umpire. If they cannot agree on an umpire within 15 days, a judge of a court of record in the state of Texas will be asked to select the umpire.
- (5) The appraisers will each figure the loss according to the terms of the policy. If they do not agree, they will submit their figures to the umpire. An agreement among two of the three will decide the amount of the loss. You will pay your appraiser and we will pay ours. We will equally divide the cost of the umpire. The appraisers and umpire cannot deny you or us any rights we have under this policy.

4. The Cancellation condition is amended by the following addition:

We may not cancel or refuse to renew this policy solely because you are an elected official.

5. The Nonrenewal condition is amended by the following addition:

We may not cancel or refuse to renew this policy solely because you are an elected official.