

Policy Number: 46 SBA AU6BKP

Policy Period: 10/14/2024 to 10/14/2025

Named Insured and Mailing Address:

Stonefield Homes, LLC, 5001 L B J FWY STE 850, DALLAS, TX 75244-6156

Policy Change Number: 001

**Policy Change Effective Date:** 10/14/2024, Effective hour is the same as stated in the

Declarations Page of the Policy.

Insurer:

Hartford Underwriters Insurance Company, a property and casualty company of The

Hartford

One Hartford Plaza, Hartford, CT 06155

Name of Agent/Broker:

SWINGLE COLLINS & ASSOCIATES 13760 NOEL ROAD SUITE 600

DALLAS, TX 75240

Code: 46462454

## **Coverage Parts Affected:**

Property Common

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

As a result of the changes described herein, there is a return premium in the amount of:

\$249

\*Price is subject to fees and surcharges

Countersigned by:

Susan S. Castaneda

09/19/2024

Authorized Representative

Date

Form SC 00 06 10 18 Page 1 of 2

Process Date: 09/19/2024 © 2018, The Hartford Policy Expiration Date: 10/14/2025

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Location 1, Building 1 has been revised to revise the following:

Business Personal Property (BPP) Limit changes from \$484,000 to \$400,000.

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SC 00 06 10 18	POLICY CHANGE	Common

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SP 30 29 10 18	ELECTRONIC DATA	Property
SP 30 30 10 18	INTERRUPTION OF COMPUTER OPERATIONS	Property



# **ELECTRONIC DATA**

This endorsement modifies insurance provided under the following:

#### SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

## A. The following is added to Paragraph A.6., Coverage Extensions:

### **Electronic Data**

- (1) We will pay for the cost to replace or restore your "electronic data" or "electronic data" of others which is in your care, custody or control which has been destroyed or corrupted, or access to such "electronic data" has been prevented, by a:
  - (a) Covered Cause of Loss; or
  - **(b)** "Computer" virus, malware, harmful code or similar instruction introduced into or enacted on a "computer" system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

### (2) Valuation

- (a) Loss or damage to "electronic data" will be valued at the actual, reasonable and necessary costs you incur to restore or replace the "electronic data". But we will not pay the cost or expenses you incur to:
  - (i) Identify or remediate any errors or vulnerabilities or to update, restore, replace, upgrade, maintain or improve any "computer" or computer system;
  - (ii) Update, replace, restore or improve any "electronic data" to a level beyond the condition in which it existed immediately preceding the loss or damage; or
  - (iii) Duplicate research that led to the development of your "electronic data" or any proprietary or confidential information or intellectual property in any form.
- **(b)** To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.
- (c) If you recover from a licenser, lessor or any other party for loss or damage to "electronic data", our loss payment to you will be reduced by the amount of such recovery.
- (3) Paragraph 1.j., Electronic Vandalism or Corruption of "Electronic Data" or Corruption of "Computer(s)", of Section B., EXCLUSIONS, does not apply to the coverage provided in Paragraph (1)(b) of this Coverage Extension.
- (4) We will not pay for:
  - (a) Loss or damage caused by or resulting from manipulation of a "computer" system (including "electronic data") by any "employee", including a temporary or leased "employee", or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system;
  - **(b)** Loss or damage caused by theft, observation, publication, unauthorized access to or loss of confidentially of your "electronic data" or "electronic data" of others in your care, custody or control.
- (5) This Coverage Extension does not apply to your "stock" of prepackaged software, or to "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.
- **(6)** The most we will pay for all occurrences in any one "policy year" under this Coverage Extension is the Limit of Insurance shown in the Declarations for Electronic Data.
  - If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that "policy year". With respect to an occurrence which begins in one "policy year" and continues or results in additional loss or damage in a subsequent

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



"policy year(s)", all loss or damage is deemed to be sustained in the "policy year" in which the occurrence began.

- **B.** The following definition is added to Section **G.**, **PROPERTY DEFINITIONS**:
  - "Policy year" means the period of time that:
  - a. Begins with the inception or anniversary date of this Coverage Part; and
  - **b.** Ends at the expiration or at the next anniversary date of this Coverage Part.



# INTERRUPTION OF COMPUTER OPERATIONS

This endorsement modifies insurance provided under the following:

### SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

## A. The following is added to Paragraph A.6., Coverage Extensions:

## **Interruption Of Computer Operations**

- (1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur during the "computer operations period of restoration" due to a suspension of your "computer operations" caused by destruction or corruption of, or inability to access, retrieve, or process your "electronic data" or "electronic data" of others in your care, custody or control due to a:
  - (a) Covered Cause of Loss; or
  - **(b)** "Computer" virus, malware, harmful code or similar instruction introduced into or enacted on your "computer" system (including "electronic data") or connected network, or a "computer" system or connected network of others in your care, custody or control, designed to damage or destroy such systems or disrupt their normal operation.
- (2) Business Income means the:
  - (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if "computer operations" had not been interrupted, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and
  - **(b)** Continuing normal operating expenses incurred, including payroll expenses.
- (3) Payroll expenses include:
  - (a) Payroll;
  - (b) Employee benefits; if directly related to payroll;
  - (c) FICA payments you pay;
  - (d) Union dues you pay; and
  - (e) Workers' compensation premiums.
- (4) Extra Expense means expense incurred:
  - (a) To avoid or minimize the interruption of business and to continue "computer operations"; or
  - **(b)** To minimize the interruption of business if you cannot continue "computer" operations"; or to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension.
- (5) Extra Expense does not apply to:
  - (a) Any deficiencies in insuring Building or Business Personal Property; or
  - (b) Any expense related to any recall of products you manufacture, handle or distribute.
- **(6)** With respect to the coverage provided in this Coverage Extension, suspension means the partial slowdown or complete cessation of your "computer operations".
- (7) We will deduct from the total Extra Expense to be paid:
  - (a) The salvage value that remains of any property bought for temporary use during the "computer operations period of restoration", once "computer operations" are resumed; and
  - **(b)** Any Extra Expense that is paid for by other insurance.

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- (8) You must resume all or part of your "computer operations" as quickly as possible. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "computer operations", in whole, or in part, by using any other available means to continue your "computer operations".
- (9) We will not pay for any loss of Business Income or incurred Extra Expense related to:
  - (a) An interruption related to manipulation of a "computer" system (including "electronic data") by any "employee", including a temporary or leased "employee", or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.
  - **(b)** Theft, observation, publication, unauthorized access to or loss of confidentially of your "electronic data" or "electronic data" of others in your care, custody or control.
  - **(c)** Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the interruption of "computer operations", we will cover such loss that affects your Business Income during the "computer operations period of restoration".
  - (d) Any other consequential loss.
- (10) Paragraph 1.j., Electronic Vandalism or Corruption of "Electronic Data" or Corruption of "Computer(s)", of Section B., EXCLUSIONS, does not apply to the coverage provided in Paragraph (1)(b) of this Coverage Extension.
- (11) This Coverage Extension does not apply when the suspension of your "computer operations" involves only "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.
- (12)A waiting period may apply; however, no other deductible applies to this Coverage Extension.
- (13) The most we will pay for all occurrences in any one "policy year" under this Coverage Extension is the Limit of Insurance shown in the Declarations for Interruption Of Computer Operations.

If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that "policy year". With respect to an occurrence which begins in one "policy year" and continues or results in additional loss or damage in a subsequent "policy year(s)", all loss or damage is deemed to be sustained in the "policy year" in which the occurrence began.

- **B.** The following changes are made to Section **G.**, **PROPERTY DEFINITIONS**:
  - **1.** The following definition is added:
    - "Computer operations" means the use of your "computer" or "computers" or others in your care, custody or control that enables you to conduct your business activities whether such "computer" is located at or away from the "scheduled premises".
  - **2.** The following definition is added:

"Computer operations period of restoration" means:

- a. The period of time that:
  - (1) Begins:
    - (a) The number of hours stated in the Declarations after the destruction or corruption of "electronic data" for Business Income Coverage; or
    - **(b)** Immediately upon (or after) the destruction or corruption of "electronic data" for Extra Expense Coverage;

and;

- (2) Ends on the earlier of:
  - (a) The date when the "electronic data" should be replaced or restored with reasonable speed and similar quality; or
  - (b) The exhaustion of the number of consecutive months as shown in the Declarations.

The expiration date of this Policy will not cut short the "computer operations period of restoration".

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- **3.** The following definition is added:
  - "Policy year" means the period of time that:
  - a. Begins with the inception or anniversary date of this Coverage Part; and
  - **b.** Ends at the expiration or at the next anniversary date of this Coverage Part.