

ENDORSEMENT AMENDING DEFINITIONS, SECTION I - LOSSES INSURED
AND SECTION I - LOSSES NOT INSURED

H4162
1st Edition

Under **DEFINITIONS**, item 19. **Water** is deleted in its entirety and replaced by the following:

19. **Water** - means water (H₂O) alone, whether frozen or not or any liquid or sludge which contains **water**, whether or not combined with other chemicals or impurities. It includes, but is not limited to, snow, sleet, slush, ice, dampness, vapor, condensation, moisture, steam and humidity.

Under **DEFINITIONS**, item 20. **Water damage**, the following paragraph is added:

(e) **water** which seeps, leaks, drips, escapes or is released out of any plumbing, heating or air conditioning system, or from within a household appliance, other than a sudden and accidental release of **water**.

Under **SECTION I - LOSSES INSURED, Coverage C - Landlords Personal Property**, item 13. is deleted in its entirety and replaced by the following:

13. Sudden and accidental discharge or overflow of **water** from within a plumbing, heating or air conditioning system, or from within a household appliance.

This peril does not include loss:

- a. to the system or appliance from which the **water** escaped;
- b. caused by or resulting from freezing;
- c. to personal property on the **residence premises** when the sudden and accidental discharge or overflow occurs away from the **residence premises**;
- d. caused by sudden and accidental discharge or overflow from roof gutters, downspouts, sump-pumps, sump-pump wells, leach fields, seepage pits, septic tanks, drainage channels or any other device used to drain **water** away from the **residence premises**.

Under **SECTION I - LOSSES NOT INSURED**, item 2. **Water damage** is deleted in its entirety and replaced by the following:

2. **Water Damage.**

Acts or omissions of **persons** can cause, contribute to or aggravate **water damage**. Also **water damage** can occur naturally to cause loss or combine with acts or omissions of **persons** to cause loss. Whenever **water damage** occurs, the resulting loss is always excluded under this policy, however caused; except we do cover:

1. Direct physical loss to the dwelling or separate structures caused by **water damage** resulting from build-up of ice on portions of the roof or roof gutters;
2. Loss or damage to the interior of any dwelling or separate structures, or to personal property inside the dwelling or separate structures caused by **water damage** if the dwelling or separate structures first sustain loss or damage caused by a peril described under **SECTION I - LOSSES INSURED - Coverage - C - Landlords Personal Property**;
3. Direct loss to the dwelling or separate structures or personal property if caused by fire or lightning resulting from **water damage**;
4. Direct physical loss to the dwelling from **water damage** if directly caused by a covered loss by fire or lightning.

We never, under any circumstances, cover rust, mold, fungus, or wet or dry rot, except as provided in exception 3 and 4 above.

The following examples are set forth to help you understand this exclusion and are not meant to be all-inclusive.

EXAMPLE 1:

Rain **water** collects on or soaks into the ground surface. Because of faulty design, construction or maintenance of the **residence premises**, your neighbor's property or **water** diversion devices, the **water** causes loss to the dwelling, separate structures, or personal property. Such loss is not covered by this policy.

EXAMPLE 2:

A pipe under your sink breaks suddenly and accidentally, and **water** damages your wallpaper, wall-to-wall carpeting and **landlord's personal property**. The **water** also gets under the dwelling or separate structures causing **earth movement** which results in cracking of the foundation and walls. The loss to the wallpaper, wall-to-wall carpeting and **landlord's personal property** is covered, but the loss to the foundation and walls is not covered by this policy

EXAMPLE 3:

Water which has backed up through sewers or drains, or **water** below ground level causes loss to the dwelling, separate structures or personal property. Such loss is not covered by this policy, regardless of the cause or causes of such **water damage**.

Under **SECTION I - LOSSES NOT INSURED**, item 4. is deleted in its entirety and replaced with the following:

4. Faulty, inadequate or defective planning, zoning, development, surveying, siting, design, specifications, workmanship, construction, grading, compaction, maintenance, repairs, or materials, whether used in construction, remodeling, maintenance or repair of part of or all of any property (including land, structures or any improvements) whether on or off the **residence premises**. However, we do cover ensuing loss by fire, explosion or sudden and accidental discharge of **water**. **Earth movement** is never covered under this policy, however caused. Rust, mold, fungus, or wet or dry rot are covered under this policy only if such rust, mold, fungus or wet or dry rot is a direct loss to the dwelling from a covered loss by fire or lightning.

Under **SECTION I - LOSSES NOT INSURED**, item 13. is deleted in its entirety and replaced by the following :

13.

- a. wear and tear, marring, deterioration;
- b. mechanical breakdown;
- c. birds, insects, vermin, rodents, or domestic animals;
- d. smog, smoke from agricultural smudging or industrial operations;
- e. release, discharge or dispersal of contaminants, pollutants, insecticides, or hazardous gasses or chemicals;
- f. any settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
- g. pressure from or presence of (1) any trees, shrubs, plants or lawn, or (2) any root system from any trees, shrubs, plants or lawn;
- h. soil conditions, including but not limited to corrosion, erosion, chemicals, compounds, elements, suspensions or gels in the soil or the formation of crystals in the soil.

If any of the perils listed in a-h above cause **water** to escape suddenly and accidentally from a plumbing, heating, or air conditioning system or household appliance, we cover loss not otherwise excluded to the dwelling or separate structure caused by **water**. If loss is caused by **water** not otherwise excluded, we will cover the cost of tearing out and replacing any part of the dwelling or separate structure necessary to repair the system or appliance. We do not cover the system or appliance from which the **water** escaped.

If any of the perils listed in a-h above cause a fire or explosion, we cover direct loss by such fire or explosion.

Earth Movement is never covered under this policy, however caused.

Under **SECTION I - LOSSES NOT INSURED**, the following item, item 15. Rust, mold, fungus, or wet or dry rot, is added:

15. Rust, mold, fungus, or wet or dry rot.

Acts or omissions of **persons** can cause, contribute to or aggravate rust, mold, fungus, or wet or dry rot. Also, rust, mold, fungus, or wet or dry rot can occur naturally to cause a loss or combine with acts or omissions of **persons** to cause loss. Whenever rust, mold, fungus, or wet or dry rot occurs, the rust, mold, fungus, or wet or dry rot and any resulting loss is always excluded under this policy, however caused, except we do cover direct loss to the dwelling caused by a covered fire or lightning loss.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

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