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

н6207

1st Edition

Under **DEFINITIONS**, item 18. **Water** is deleted in its entirety and replaced by the following:

18. **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 19. **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 - Personal Property,** item 14. is deleted in its entirety and replaced by the following:

14. 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:

- Loss or damage 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 - Personal Property.
- 2. Direct loss to personal property if caused by fire or explosion resulting from water damage.

We never, under any circumstances, cover rust, mold, fungus, or wet or dry rot, even if resulting from exceptions 1 or 2 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 personal property. Such loss is not covered by this policy.

EXAMPLE 2:

Water which has backed up through sewers or drains, or **water** below ground level causes loss to 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,** rust, mold, fungus, or wet or dry rot are never covered under this policy, however caused.

Under **SECTION I - LOSSES NOT INSURED,** the following item, item 12. Rust, mold, fungus, or wet or dry rot, is added:

12. 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.

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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