

ENDORSEMENT NO. HO-401

Sudden and Accidental Discharge, Eruption, Overflow or Release of Water or Steam

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

FOR AN ADDITIONAL PREMIUM, THIS ENDORSEMENT AMENDS THE TEXAS FAIR PLAN TENANT POLICY AND TEXAS FAIR PLAN CONDOMINIUM POLICY FORM AS SET FORTH BELOW

**SECTION I – PERILS INSURED AGAINST;
SECTION I – EXCLUSIONS; AND
SECTION II – EXCLUSIONS**

THIS ENDORSEMENT AMENDS THE TEXAS FAIR PLAN TENANT POLICY AND TEXAS FAIR PLAN CONDOMINIUM POLICY FORM IN **SECTION I – PERILS INSURED AGAINST**, BY ADDING THE FOLLOWING PERIL TO:

COVERAGE B (PERSONAL PROPERTY)

9. Sudden and Accidental Discharge, Eruption, Overflow or Release of Water or Steam from:

- a. within any portion of any plumbing system that is above the surface of the ground and above and outside the slab or foundation;
- b. within any portion of any heating or air conditioning system that is above the surface of the ground and above and outside the slab or foundation;
- c. within any portion of any automatic fire protection system that is above the surface of the ground and above and outside the slab or foundation; or
- d. within any household appliance.

The Extensions of Coverage for Loss of Use under **Section I – Property Coverage** do not apply to a loss from this Peril.

A loss from this Peril includes the reasonable cost of tearing out and replacing that part of the dwelling structure, excluding a slab, foundation or foundation fill material, actually necessary to repair or replace the system or appliance. But this does not include loss to the system or appliance from which the water or steam escaped.

Our total **LIMIT OF LIABILITY** is \$5,000 for any and all loss(es) caused by Peril 9 during the policy period stated on the declarations page, for the COVERAGE B (PERSONAL PROPERTY). This total limit of liability is the most we will pay for any and all loss(es) caused by Peril 9 regardless of the number of losses that occur during the policy period stated on the declarations page. Each payment for a loss for this peril during the policy period will reduce this \$5,000 limit of liability by the amount of each such payment for the remainder of the policy period. This is not additional insurance and does not increase the COVERAGE B (PERSONAL PROPERTY) limit of liability.

ALL EXCLUSIONS CONTAINED IN **SECTION I – EXCLUSIONS** APPLY TO THE COVERAGE PROVIDED BY THIS ENDORSEMENT IN ADDITION, EXCLUSIONS 9 THROUGH 14 ARE ADDED FOR THE PURPOSE OF APPLYING TO THE COVERAGE PROVIDED BY THIS ENDORSEMENT.

9. Water Damage

We do not cover loss caused directly or indirectly by or resulting from:

- a. water or waterborne material which backs up through sewers or drains or which leaks or overflows from sewers, drain lines, drains, a sump, a sump pump, or similar equipment designed to drain water or waterborne material away from the **residence premises**;
- b. water below the surface of the ground, including water which exerts pressure on or seeps or leaks from within a below ground wastewater or plumbing system, or water that exerts pressure on, or that seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, spa or other structure;
- c. constant, repeated or intermittent discharge, seepage, leakage, collection, overflow or release of water or steam from any source, including but not limited to any pipe joint, plumbing fixture, shower stall, shower bath, bathtub, bathtub installation, drain line, drain pan, air conditioning overflow pan, duct work, or appliance;
- d. dampness of atmosphere or condensation;
- e. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - i. Fence, pavement, patio or swimming pool or spa;
 - ii. Slab or foundation, including foundation piers or foundation beams, retaining walls, or bulkhead; or
 - iii. Pier, wharf or dock; or
- f. discharge, eruption, overflow or release of water or steam:
 - i. From within any portion of a plumbing or automatic fire protective sprinkler system that is either:
 - (a) Below the surface of the ground, or
 - (b) Within or below the slab or foundation; or
 - ii. From within any portion of a heating or air conditioning system that is either:
 - (c) Below the surface of the ground; or
 - (d) Within or below the slab or foundation.

10. Settling, Cracking, Bulging, Shrinkage, Or Expansion.

We do not cover loss caused directly or indirectly by or resulting from settling, cracking, bulging, shrinkage, or expansion of foundations, foundation piers, foundation beams, slabs, walls, floors, ceilings, roof structures, walks drives, curbs, fences, retaining walls, bulkheads, spas, or swimming pools, regardless of the cause.

11. Outdoor Equipment, Fences, Driveways, Walks, Lawns, Trees, Shrubs And Plants Or Retaining Walls And Bulkheads.

We do not cover loss caused directly or indirectly to the following:

- a. driveways, walks, lawns, trees, shrubs and plants or retaining walls and bulkheads not a part of the building;
- b. outdoor equipment or fences.

12. Earth Movement.

We do not cover loss caused directly or indirectly by or resulting from earthquake, earth movement, landslide, subsidence or earth sinking, or the rising, shifting, expansion, contraction, settling or movement of surface or subsurface soils, regardless of the cause.

13. Wear And Tear, Inherent Vice, Rust, Deterioration, Decay, Rats, Mice, Vermin, Termites, Moths or Other Insects, Contamination, Neglect, Improper Maintenance, Failure To Make Proper Repairs, Failure To Make Timely Repairs.

We do not cover loss caused directly or indirectly by or resulting from:

- a. rust, decay, wear and tear, deterioration or loss caused by any quality in property that causes it to damage or destroy itself;
- b. rats, mice, vermin, termites, moths or other insects;

- c. contamination; or
- d. neglect, improper maintenance, the failure to make proper repairs or the failure to make timely repairs.
- e. freezing or thawing, unless you used reasonable care to:
 - i. Maintain the heat in the building; or
 - ii. Shut off the water supply and drain the system or appliance of water while the **residence premises** is vacant, unoccupied or being constructed.

14. Planning, Zoning, Construction Or Maintenance.

We do not cover loss caused directly or indirectly by or resulting from 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 or all of any property (including land, structures or any improvements) whether on or off the **insured location**.

ALL EXCLUSIONS CONTAINED IN **SECTION II – EXCLUSIONS** APPLY TO THE COVERAGE PROVIDED BY THIS ENDORSEMENT. IN ADDITION, THE FOLLOWING EXCLUSIONS ARE ADDED TO SECTION II – EXCLUSIONS FOR THE PURPOSE OF APPLYING TO BODILY INJURY OR PROPERTY DAMAGE ARISING FROM DISCHARGE, ERUPTION, OVERFLOW OR RELEASE OF WATER OR STEAM FROM WITHIN ANY PLUMBING, HEATING, AIR CONDITIONING OR AUTOMATIC FIRE PROTECTION SYSTEM, OR HOUSEHOLD APPLIANCE.

- p. **bodily injury** or **property damage** arising out of, caused by, contributed to, aggravated by or resulting from, whether directly or indirectly by mold, fungi, bacteria or other microbes, or wet or dry rot.

Coverage does not exist for:

- (1) the cost of testing, monitoring, assessing, abating, mitigating, removing, remediating or disposing of mold, fungi, bacteria or other microbes, or wet or dry rot;
- (2) any supervision, instruction, disclosures, or failures to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, aggravated by or resulting from, whether directly or indirectly by mold, fungi, bacteria or other microbes, or wet or dry rot, or the activities described in subpart 1. (m) (1) above; and
- (3) any obligation to share with, indemnify, or repay another who must pay damages because of **bodily injury** or **property damage** of the type described in the Exclusion. This applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

- q. **bodily injury** or **property damage**:

Arising out of the sale or transfer of real property, including but not limited to the following:

- 1. known or unknown property or structural defects;
- 2. known or hidden defects in the plumbing, heating, air conditioning or electrical systems;
- 3. known or unknown soil conditions or drainage problems;
- 4. concealment or misrepresentation of any known defects;
- 5. failure to repair known or unknown defects; or
- 6. failure to disclose prior or existing loss, damage or conditions described in Section I – Exclusions.

All other policy provisions and exclusions apply.