

**TEXAS HOMEOWNERS AMENDATORY ENDORSEMENT
ADDITIONAL PERILS COVERAGE
(Use with Form HO-A)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For an additional premium, we insure direct loss to property described in Coverage A (Dwelling) and Coverage B (Personal Property) caused by perils listed below. But we **do not cover** loss that is excluded in the **EXCLUSIONS** section of this endorsement or in the **EXCLUSIONS** section of this policy.

1. Sudden and accidental discharge or overflow of water or steam from within any portion of a plumbing system that is above the surface of the ground and is above and outside the slab or foundation, or from an air conditioning system that is above the surface of the ground and is above and outside the slab or foundation, or from within a household appliance.

A loss from this peril includes the cost of tearing out and replacing that part of the building, excluding the slab or foundation, necessary to repair or replace the system or appliance, but this does not include loss to the system or appliance from which the water escaped.

We **do not cover** sudden and accidental discharge or overflow of water or steam from within any portion of a plumbing system or air conditioning system that is either below the surface of the ground or is within or below the slab or foundation.

We **do not cover** loss caused by constant, repeated, or intermittent discharge, seepage, leakage, overflow, or release of water or steam.

We **do not cover** loss caused by or resulting from flood, surface waters, waves, tidal water or tidal waves, overflow of streams or other bodies of water or spray from any of these whether or not driven by wind. We do cover an ensuing loss by theft or attempted theft or any act or attempted act of stealing.

We **do not cover** loss caused by water below the surface of the ground, including water which exerts pressure or seeps or leaks through a building, foundation, foundation pier, foundation beam, slab wall, floor, ceiling, roof structure, walk, drive, curb, fence, retaining wall, bulkhead, spa, swimming pool or other structure.

2. Sudden and accidental tearing apart, cracking, burning, or bulging of steam or hot water heating or storage systems in a building(s). The loss must be caused by the pressure of water or steam in the system or the deficiency of water or steam in the system. This does not include loss to the steam or hot water heating or storage systems.

3. Fall of trees or limbs, including felling, topping, or trimming.
4. Objects falling from the weight of ice, snow, or sleet.
5. Collapse of building or any part of the building.
6. We insure, up to \$5,000, for direct physical loss, not caused by the negligence of an "insured" to property covered under Section I caused by water, or water-borne material, which:
 - a. Backs up through sewers or drains; or
 - b. Overflows or is discharged from a:
 - i. Sump, sump pump; or
 - ii. Related equipment;

Even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverage A, B, or Loss of use Coverage stated in the declarations.

We **do not cover** flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind.

We **do not cover** water, or water-borne material, which:

- a. backs up through sewers or drains; or
- b. Overflows or is discharged from a sump, sump pump or related equipment;

as a direct or indirect result of flood.

We do not coverage water, or water-borne material, below the surface of the ground, including water which:

- a. Exerts pressure on; or
- b. Seeps or leaks through;

a building, sidewalk, driveway, foundation, swimming pool or other structure; caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire or explosion resulting from water damage is covered.

EXCLUSIONS. The exclusions in Section I – Exclusions in the policy apply to the additional perils provided in this endorsement. The following exclusions

apply to the additional perils provided in this endorsement.

We do not cover:

1. loss either consisting of, or caused directly or indirectly by earthquake, earth movement, landslide, subsidence or earth sinking, or the rising, shifting, expansion, contraction, settling, or movement of surface or subsurface soils.
2. loss either consisting of, caused by, contributed to, aggravated by, or resulting from wear and tear, inherent vice, deterioration, dampness of atmosphere, condensation or extremes of temperature.
3. loss either consisting of, caused by, contributed to, aggravated by, or resulting from rust, mold, fungus, bacteria, or wet or dry rot. Whenever rust, mold, fungus, bacteria, or wet or dry rot occurs, the rust, mold, fungus, bacteria, or wet or dry rot and any resulting loss, is always excluded under this policy, however caused.
4. loss either consisting of, caused by, contributed to, aggravated 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. Whenever 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 occurs, the loss is always excluded under this policy, however caused.
5. loss resulting from freezing while the building is unoccupied unless you have used reasonable care to:
 - a. maintain heat in the building; or
 - b. shut off the water supply and drain the plumbing, heating, and air conditioning systems of water.
6. loss to outdoor equipment, spas, swimming pools, fences, driveways, walks, lawns, trees, shrubs, and plants, or retaining walls and bulkheads not a part of the building.
7. loss either consisting of, caused by, contributed to, aggravated 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**.

However, any loss that ensues that is not otherwise excluded is covered.