

## WATER BACK UP AND SUMP OVERFLOW OR DISCHARGE

(Entries required to complete the Schedule will be shown below or on the "declarations".)

### Schedule

**Water Back Up And Sump Overflow Or Discharge Limit** \$ \_\_\_\_\_

**Water Back Up And Sump Overflow Or Discharge Deductible** \$ \_\_\_\_\_

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

The most "we" pay per occurrence for such direct physical loss is the "limit" shown in the Schedule above. This does not increase the "limits" that apply to the property covered, nor does it increase the "limit" that applies to Coverage D, if provided by this policy.

### PROPERTY COVERAGES

1. The following is added under Incidental Coverages:

#### Water Back Up And Sump Overflow Or Discharge

- a. "We" pay for direct physical loss to covered property caused by water or matter present in or carried or otherwise moved by water that:

- 1) originates from within a building on the "described location" and backs up through such building's sewers or drains; or
- 2) overflows or otherwise discharges from:
  - a) a sump, sump pump, or related equipment; or
  - b) any other type of system designed to remove subsurface water that is drained from the foundation area;

even if such overflow or discharge results from mechanical breakdown or power failure.

- b. However, this coverage does not apply to:

- 1) loss caused by "your" negligence or the negligence of any other insured; or
- 2) loss to:
  - a) a sump, sump pump, or related equipment; or
  - b) any other type of system designed to remove subsurface water that is drained from the foundation area;

that is caused by mechanical breakdown or power failure.

2. Any policy exclusion for loss caused by mechanical breakdown is deleted, but only to the extent that coverage for loss caused by mechanical breakdown is provided under the Incidental Coverage for Water Back Up And Sump Overflow Or Discharge added by this endorsement.
3. With respect to the coverage provided by this endorsement, under General Exclusions, Power Failure does not apply.

4. With respect to the coverage provided by this endorsement, under General Exclusions, Water is deleted and replaced by the following:

**I. Water**

1) "We" do not pay for loss caused by water that backs up through sewers or drains, or water that overflows otherwise discharges from a sump, sump pump, or related equipment or any other type of system designed to remove subsurface water that is drained from the foundation area, as a direct or indirect result of:

- a) flood;
- b) surface water;
- c) waves, including but not limited to tidal wave and tsunami;
- d) tides;
- e) tidal water;
- f) overflow of any body of water; or
- g) spray from I.1)a) through I.1)f) above;

whether driven by wind or not.

This includes, but is not limited to, tidal surge, storm surge, and storm tide.

2) "We" do not pay for loss caused by water that:

- a) backs up through sewers or drains; or
- b) overflows or otherwise discharges from:
  - (1) a sump, sump pump, or related equipment; or
  - (2) any other type of system designed to remove subsurface water that is drained from the foundation area;

as a direct or indirect result of water below the surface of the ground. This includes but is not limited to

water that exerts pressure on, or seeps, leaks, or flows through or into, a building, sidewalk, driveway, patio, foundation, swimming pool, or other structure.

3) "We" do not pay for loss caused by matter present in or carried or otherwise moved by water described in I.1) and I.2) above.

4) The exclusions set forth in I.1) through I.3) above:

a) apply regardless of the cause of the excluded event, whether such cause is a natural cause, a man-made cause, or a combination of natural and man-made causes; and

b) apply to, but are not limited to, water and matter present in or carried or otherwise moved by water, whether driven by wind or not, that:

- (1) overtops;
- (2) escapes from;
- (3) is released from; or
- (4) is otherwise discharged from;

a dam, levee, dike, floodgate, or other device or feature designed or used to retain, contain, or control water.

5) "We" do pay for direct loss to covered property caused by fire or explosion resulting from an event excluded in I.1) through I.3) above.

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## HOW MUCH WE PAY FOR LOSS

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With respect to the coverage provided by this endorsement, item 2., Deductible, is deleted and replaced by the following:

**Deductible** -- "We" pay only that part of the total of all loss payable that is greater than the deductible shown in the Schedule above.

The deductible applies:

a. per occurrence; and

b. separately at each covered location.

No other deductible applies to this coverage.

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**DP 3508 05 19**