

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LIMITED WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW COVERAGE – NEW YORK

## SCHEDULE

Limited Water Back-up And Sump Discharge Or Overflow Coverage Limit Of Liability: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

### A. Section I – Property Coverages

#### E. Additional Coverages

The following coverage is added:

#### Limited Water Back-up And Sump Discharge Or Overflow Coverage

We will pay up to the Limit Of Liability shown in the Schedule for direct physical loss, not caused by the negligence of an "insured" other than an insured minor or unemancipated child, to property covered under Section I caused by water, or waterborne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:
  - a. Sump, sump pump; or
  - b. Related equipment;

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

This coverage does not increase the limits of liability for Coverage A, B, C or D stated in the Declarations.

### B. Section I – Perils Insured Against

With respect to the coverage provided under this endorsement, Paragraphs:

- A.2.c.(5)(b) in Form HO 00 03;
- A.2.d.(2) in Form HO 00 05;
- 2.i.(2) in Endorsement HO 23 35;
- 3.i.(2) in Endorsement HO 23 19; and

2.c.(5)(b) in Endorsement HO 23 25;

are replaced by the following:

Latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;

### C. Section I – Exclusions

With respect to the coverage provided under this endorsement:

1. The **Water** Exclusion is replaced by the following:

#### Water

This means water which backs up through sewers or drains, or overflows or is discharged from a sump, sump pump or related equipment, as a direct or indirect result of:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- c. Waterborne material carried or otherwise moved by any of the water referred to in Paragraphs C.1.a. and C.1.b. of this exclusion.

This exclusion applies regardless of whether any of the above, in Paragraphs C.1.a. through C.1.c., is caused by an act of nature or is otherwise caused.

This exclusion applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in Paragraphs **C.1.a.** through **C.1.c.**, is covered.

**2. The Power Failure Exclusion does not apply.**  
All other provisions of this Policy apply.