

# Special Personal Property Coverage – Texas

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## AGREEMENT

We agree to provide the special personal property coverage in this endorsement with the understanding that:

1. You occupy the "residence premises" which contains the covered property; and
2. Such residence is not rented or sublet to another.

## SECTION I – PROPERTY COVERAGES

### A. Coverage C – Personal Property

#### 3. Special Limits Of Liability

Categories e., f. and g. are replaced by the following:

- e. \$2,500 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
- f. \$2,500 for loss by theft, misplacing or losing of firearms and related equipment.
- g. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

This provision does not apply if the Enhanced Coverage Endorsement is attached to this policy.

### C. Additional Coverages

With respect to Coverage C, Paragraph 8. Collapse is deleted.

## SECTION I – PERILS INSURED AGAINST

This section is replaced by the following:

We insure against direct physical loss to property described in Coverage C.

We do not insure, however, for loss:

1. Excluded under Section I – Exclusions;
2. Caused by:
  - a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:
    - (1) Maintain heat in the building; or

- (2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
  - (1) Fence, pavement, patio or swimming pool;
  - (2) Footing, foundation, bulkhead, wall or any other structure or device that supports all or part of a building or other structure; or
  - (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
  - (4) Pier, wharf or dock;
- c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- d. Constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or from within a household appliance.
- e. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

There is coverage for breakage of the property by or resulting from:

- (1) Fire, lightning, windstorm, hail;
- (2) Smoke, other than smoke from:
  - (a) Agricultural smudging; or
  - (b) Industrial operations;
- (3) Explosion, riot, civil commotion;

- (4) Aircraft, vehicles, vandalism and malicious mischief;
- (5) Collapse of a building or any part of a building;
- (6) Water not otherwise excluded;
- (7) Theft or attempted theft; or
- (8) Sudden and accidental tearing apart, cracking, burning or bulging of:
  - (a) A steam or hot water heating system;
  - (b) An air conditioning or automatic fire protective sprinkler system; or
  - (c) An appliance for heating water;
- f. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is:
  - (1) Rain or snow; or
  - (2) Sleet or hail;
- g. Refinishing, renovating or repairing property other than:
  - (1) Watches or jewelry; or
  - (2) Furs;
- h. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their:
  - (1) Trailers;
  - (2) Furnishings;
  - (3) Equipment; and
  - (4) Outboard engines or motors;
- i. Acts or decisions, including the failure to act or decide, of any:
  - (1) Person or group; or
  - (2) Organization or governmental body; or
- j. Any of the following:
  - (1) Wear and tear, marring, deterioration;
  - (2) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
  - (3) Smog, rust or other corrosion, wet or dry rot;
  - (4) Smoke, from:
    - (a) Agricultural smudging; or
    - (b) Industrial operations;
  - (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or

more of the Perils Insured Against that would apply under Coverage **C** of the policy form if this endorsement were not attached to the policy form.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of:
  - (a) Pavements or patios;
  - (b) Footings or foundations;
  - (c) Walls or floors;
  - (d) Roofs or ceilings; or
  - (e) Bulkheads;
- (7) Birds, rodents or insects;
- (8) Nesting or infestation, or discharge or release of waste products or secretions, by any animals; or
- (9) Animals owned or kept by an "insured".

**Exception To 2.j.**

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage **C** resulting from an accidental discharge or overflow of water or steam from within a:

- (a) Storm drain, or water, steam or sewer pipe, off the "residence premises"; or
- (b) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

Section **1** – Exclusion **3**. Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground, do not apply to loss by water covered under Paragraphs **2.d.** and **2.j.** above.

Under Paragraphs **2.a.** through **2.d.**, **2.i.** and **2.j.** above, any ensuing loss to property described in Coverage **C** not precluded by any other provision in this policy is covered.

**SECTION I – EXCLUSIONS**

**3. Water**

The following paragraphs are added:

This exclusion does not apply to property described in Coverage **C** that is away from a premises or location owned, rented, occupied or controlled by an "insured".

This exclusion applies to property described in Coverage **C** that is on a premises or location owned, rented, occupied or controlled by an "insured" even if weather conditions contribute in any way to produce the loss.

All other provisions of this policy apply.

