

**TEXAS DWELLING POLICY AMENDATORY ENDORSEMENT**  
(For use with Texas Dwelling Policy - Form 1)

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

THIS ENDORSEMENT AMENDS THE **TEXAS DWELLING POLICY – FORM 1** BY DELETING **PERILS INSURED AGAINST** AND **GENERAL EXCLUSIONS** IN THEIR ENTIRETY AND BY SUBSTITUTING THE FOLLOWING PROVISIONS:

**PERILS INSURED AGAINST**

We insure for direct physical loss to the covered property caused by a peril listed below unless the loss is excluded in the General Exclusions.

**1. Fire and Lightning.**

**2. Sudden and Accidental Damage from Smoke.**

This peril does not include loss caused by smog or by smoke from industrial or agricultural operations.

**3. Windstorm, Hurricane and Hail.**

- a. Unless specifically insured on the Miscellaneous Property Schedule endorsement, this peril does not include:
  - (1) loss to cloth awnings, greenhouses and their contents, buildings or structures located wholly or partially over water and their contents; or
  - (2) loss to radio and television towers, outside satellite dishes, masts and antennas, including lead-in wiring, wind chargers and windmills.
- b. We do not cover loss caused by windstorm, hurricane, or hail to the inside of a building or personal property contained in a building unless direct force of wind or hail makes an opening in a roof or wall and rain, snow, sand or dust enters through this opening and causes the damage.

**4. Explosion.**

This peril does not include loss caused by or resulting from:

- a. Breakage of water, sewage or steam pipes or any component of a plumbing system.
- b. Freezing of plumbing, heating or air conditioning systems or household appliances.
- c. Discharge, leakage or overflow of water, sewage or steam from within a plumbing, heating or air conditioning system or household appliance.

**5. Aircraft and Vehicles.**

Loss must result from actual physical contact of aircraft or a vehicle not owned by you or operated by you or an occupant of the described location with covered property or with the building containing the covered property.

**6. Riot and Civil Commotion**

**7. Vandalism and Malicious Mischief.**

This peril does not include loss by pilferage, theft, burglary or larceny, but we will be liable for damage to the building covered caused by burglars.

**8. Sudden and Accidental Discharge, Leakage, Overflow or Release of Water or Steam.**

Sudden and accidental discharge, leakage, overflow or release of water or steam from within any portion of a plumbing system that is above the surface of the ground, or from within any portion of a heating or air conditioning system that is above the surface of the ground, or from within a household appliance.

A loss resulting from this peril includes the cost of tearing out and replacing that part of the dwelling structure, 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 or steam escaped.

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

Our limit of liability for any loss caused by this peril is \$10,000.

9. **Fall of trees or limbs, including felling, topping or trimming.**

10. **Objects falling from the weight of ice, snow or sleet.**

11. **Collapse of building or any part of the building.**

This peril does not include 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.

12. **Breakage of glass** which is part of the building including glass in storm doors and storm windows.

**GENERAL EXCLUSIONS**

We do not cover property described under Coverage A (Dwelling) or Coverage B (Personal Property) for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently, or in any sequence to the loss.

1. **Electrical Devices.**

We do not cover loss to electrical devices or wiring caused by electricity other than lightning. We do cover an ensuing loss caused by fire, smoke or explosion.

2. **Water Damage.**

We do not cover water damage, meaning:

- a. flood, surface water, 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 not insure for such loss regardless of the cause of flood, surface water, waves, overflow of streams or other bodies of water.

We do cover an ensuing loss caused by fire, smoke, or explosion;

- b. water which backs up through sewers or drains or which overflows from a sump;
- c. 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;
- d. constant, repeated or intermittent discharge, seepage, leakage, overflow or release of water or steam;

- e. freezing of a plumbing system, whether above or below ground, of a lawn sprinkler or drip system, or automatic fire protective sprinkler system, of a heating or air conditioning system, or of a household appliance, or by discharge, leakage, overflow or release of water from within the system whether above or below ground, or an appliance caused by freezing. This exclusion 2(e) for water damage applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain the system and appliances of water; and

f. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- (1) fence, pavement, patio or swimming pool or spa;
- (2) foundation, retaining wall, or bulkhead; or
- (3) pier, wharf, or dock.

### 3. **Governmental Action.**

We do not cover loss caused by the destruction of property by order of governmental authority.

But we do cover loss caused by acts of destruction ordered by governmental authority taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

### 4. **Building Laws.**

We do not cover loss caused by or resulting from the enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or structure.

However, this exclusion is modified to provide coverage only to the extent described under **PERILS INSURED AGAINST** and only to the extent described below in subparts (a) through (d) of this exclusion.

#### (a) Coverage Provided.

You may use up to \$5,000 (at no additional premium) for the increased costs that you incur due to the enforcement of any ordinance or law, which requires or regulates:

- (1) the construction, demolition or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) the demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3) the remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

You may use all or part of this coverage to pay for the increased costs you incur to remove debris resulting from the construction, repair or replacement of property as stated in (a) above.

This is additional insurance and does not reduce the Coverage A (Dwelling) limit of liability.

#### (b) Building Ordinance or Law Coverage Limitations.

We will not pay for the increased cost of construction:

- (1) if the building or structure is not rebuilt or repaired;
- (2) if the rebuilt or repaired building or structure is not intended for similar occupancy as the current building or structure;
- (3) until the building or structure is actually repaired or rebuilt at the same premises; or
- (4) unless the rebuilding or repairs are made as soon as reasonably possible after the loss or damage, not to exceed 365 days after loss unless you have requested in writing that this time limit be extended for an additional 180 days.

#### (c) We do not cover:

- (1) the loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) the costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess the effects of, pollutants on any covered building or other structure.

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

- (d) If the insured property is located in an area which is eligible for coverage through the Texas Windstorm Insurance Association, the coverage described above also applies to the increased cost you incur due to the repair, replacement or demolition required for the dwelling to comply with the building specifications contained in the Texas Windstorm Insurance Association's plan of operation.

**5. War Damage.**

We do not cover loss resulting directly or indirectly from war. This includes undeclared war, civil war, insurrection, rebellion, revolution, warlike act by military personnel, destruction or seizure or use for military purpose, and any consequence of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

**6. Nuclear Damage.**

We do not cover loss resulting directly or indirectly from nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused. We cover direct loss by fire resulting from nuclear reaction, radiation or radioactive contamination.

**7. Mold, Fungi, Wet Rot, Dry Rot, or Other Microbes.**

We do not cover loss consisting of, resulting from, arising out of or in any way caused by mold, fungi, wet rot, dry rot, or other microbes.

We also do not cover:

- a. any loss of use or delay in rebuilding, repairing, or replacing covered property, including any associated cost or expense, due to interference at the residence premises or location of the re-building, repair or replacement, by mold, fungi, wet rot, dry rot, or other microbes;
- b. any remediation of mold, fungi, wet rot, dry rot, or other microbes including the cost to remove the mold, fungi, wet rot, dry rot, or other microbes from covered property or to repair, restore or replace any part of the building or other property as needed to gain access to the mold, fungi, wet rot, dry rot or other microbes; or
- c. the cost of any testing or monitoring of air to confirm the type, absence, presence or level of mold, fungi, wet rot, dry rot, or other microbes whether performed prior to, during or after removal, repair, restoration, or replacement of the covered property.

This exclusion applies unless the mold, fungi, wet rot, dry rot, or other microbes are located upon the portion of the covered property which must be repaired or replaced because of direct, visible damage resulting from a loss covered by this policy. When this occurs, we will pay only for the cost of repairing or replacing the covered property.

**8. Settling, Cracking, Bulging, Shrinkage, or Expansion.**

We do not cover loss 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.

Acts or omissions of persons can cause, contribute to or aggravate 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. Also, 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 can occur naturally to cause a loss or combine with acts or omissions of persons to cause loss. 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.

**9. Outdoor Equipment, Fences, Driveways, Walks, Lawns, Trees, Shrubs, and Plants or Retaining Walls and Bulkheads.**

- a. We do not cover loss to outdoor equipment, driveways, walks, lawns, trees, shrubs, and plants or retaining walls and bulkheads not a part of the building. This subpart only applies to perils 2, 3, 8, 9, 10, 11, and 12.
- b. We do not cover loss to fences. This subpart only applies to perils 2, 8, 9, 10, 11, and 12.

10. **Earth Movement.**

We do not cover 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.

11. **Wear and Tear, Inherent Vice, Deterioration, Dampness of Atmosphere, Extremes of Temperature or Condensation.**

We do not cover loss consisting of, caused by, contributed to or aggravated by, or resulting from wear and tear, inherent vice, deterioration, or any quality in property that causes it to damage or destroy itself, dampness of atmosphere, condensation or extremes of temperature.

12. **Planning, Zoning, Construction or Maintenance.**

We do not cover loss consisting of, caused by, contributed to or 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 described location.



**This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.**