

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

**WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW – TEXAS**

**A. Coverage**

We insure, up to the limit of liability shown on the declarations for this coverage, for direct physical loss, not caused by the negligence of an "insured", 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. 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 Coverages **A, B, C, or D** stated in the Declarations.

**B. Section I – Perils Insured Against**

With respect to the coverage described in **A.** above, paragraphs:

- A.2.c.(6)(b)** in Form **HO 00 03**; and
- 2,j.(2)** in Endorsement **MIC HO TX 1000**;

are replaced by the following:

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

**C. Special Deductible**

The following replaces any other deductible provision in this policy with respect to loss covered under this endorsement

We will pay only that part of the total of all loss payable under Section I that exceeds your deductible shown on the declarations page. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage D – Loss of Use.

**D. Exclusion**

The Water Damage Exclusion is replaced by the following:

Water

This means:

- 1. 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;

2. Water which:

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

As a direct or indirect result of flood;

3. 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

4. Waterborne material carried or otherwise moved by any of the water referred to in **D.1.** through **D.3.** of this exclusion

This Exclusion applies regardless of whether any of the above, in **D.1.** through **D.4.**, 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 **D.1.** through **D.4.**, is covered

All other provisions of this policy apply.