

## SEWER BACK UP ENDORSEMENT

This endorsement modifies such insurance as is provided by Cause of Loss Forms Basic, CP1010, Broadform, CP1020, Special, CP1030 modifying exclusion g. item 3 with the following.

**EXCLUSION g. Water; item (3) –** Water that backs up from a sewer or drain unless Sewer Back Up coverage is shown in the Declarations Page for a specific location and then coverage is provided for direct physical loss to that building caused by the following peril:

**Sewer Back Up.** We will pay for loss or damage to Building(s) caused by water or effluent which backs up through sewers or drains.

We will not pay for loss or damage caused by:

1. sewer back up if the insured property has been damaged by **flood** on the insured premises 10 days prior to or 10 days after a sewer back up loss; or
2. sewer back up if **you** have a valid claim under a Flood Policy or endorsement in force at the time of the loss.

### LIMITS

The most we will pay under this peril is \$5,000 per building for any one occurrence.

### EXCLUSIONS

We will not pay for loss caused directly or indirectly by any of the following. These exclusions apply regardless of any other cause or event that contributes to the loss, whether before, during or after the loss, unless a specific exception is included below.

1. **Building or Ordinance or Law.** We will not pay for loss caused by or resulting from the enforcement of any ordinance or law (except for safety glazing) that:
  - a. Regulates the construction, use or repair of any property; or
  - b. Requires the tearing down of any property, including the cost of removing its debris.
2. **Fraud or Dishonesty.** We will not pay for any loss that results from a fraudulent, dishonest or criminal act done by or at the instigation of **you** (except those who are also **your** employees), or **your** partner, director or trustee of any insured.
3. **Leakage or Seepage.** We will not pay for loss or damage resulting from:
  - a. Leakage or overflow from plumbing, heating, air conditioning, or other equipment or appliances (except fire protection systems) if due to freezing while the building is vacant or unoccupied. This exclusion does not apply if **you** used reasonable care to keep heat in the building or to shut off the supply and drain the equipment if heat was not maintained during a permitted vacancy or unoccupancy.
  - b. Continuous or repeated seepage or leakage of water or steam from a plumbing, heating or air conditioning system or domestic appliance.

If water, other liquids, powder or molten material causes a loss not excluded, we will pay to tear out and replace that part of the covered building as required to make necessary repairs, but we will not pay to repair the defect that caused the loss or damage.

### DEDUCTIBLE

We will deduct \$250 per occurrence. No other deductible applies to coverage under this named peril. The deductible amount applies only once to all losses resulting from one occurrence.

### DEFINITIONS OF FLOOD

A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The unusual and rapid accumulation or runoff of surface waters from any source.
2. The overflow of inland or tidal waters.
3. Waves, tides or tidal waves.

All other terms, agreements, conditions, and provisions remain unchanged.