

urance

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

## **UNIT-OWNERS COVERAGE A**

## Special Coverage Premier Condominium Owners Policy Only

For an additional premium, WHAT LOSSES ARE COVERED applying to COVERAGE A are amended as follows:

## SECTION I - WHAT LOSSES ARE COVERED - COVERAGE A AND COVERAGE C

**We** insure against risk of direct loss to property described in COVERAGE A, only if that loss is a physical loss to property.

We do not insure, however, for loss:

- 1. Involving COLLAPSE, other than as provided in OTHER COVERAGES ABRUPT COLLAPSE.
- 2. Caused by:
  - a. (1) FREEZING of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or a household appliance; or
    - (2) leakage, discharge, or overflow from within the system or appliance caused by FREEZING; while the dwelling is vacant, unoccupied, or being constructed and **you** have not used reasonable care to maintain heat in the building or shut off the water supply and drain the system and appliances of water.
  - b. FREEZING; thawing; pressure or weight of water or ice, whether driven by wind or not, to a:
    - (1) fence:
    - (2) driveway, walkway, or patio;
    - (3) spa, swimming pool or pond;
    - (4) foundation, retaining wall or bulkhead; or
    - (5) 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 completed and occupied.
  - d. VANDALISM and malicious mischief if the dwelling has been vacant or unoccupied for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.
  - e. (1) WEAR AND TEAR, marring, deterioration, fading, oxidation, weather conditions;
    - (2) continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;
    - (3) inherent vice, latent defect, or mechanical breakdown;
    - (4) smog, rust, corrosion or other decay;
    - (5) smoke from agricultural smudging or industrial operations;
    - (6) presence, release, discharge or dispersal of:
      - (a) pollutants; or
      - (b) soil corrosives, including but not limited to chemicals, compounds, elements, suspensions, gels or crystals forming in the soil; unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the causes of loss identified under WHAT LOSSES ARE COVERED - COVERAGE A AND COVERAGE C of this policy;

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- (7) cracking, shrinking, sagging, bulging, bending, expansion or settling of driveways, walkways, patios, foundations, pavements, walls, floors, roofs or ceilings;
- (8) the expansion and/or contraction of concrete streets or other paved roadways, commonly referred to as street creep;
- (9) birds, vermin, rodents or insects;
- (10) nesting, infestation or discharge or release of waste products or secretions, by any animals;
- (11) animals owned or kept by an insured; or
- (12) growth of or pressure from the roots of trees, shrubs or other plants.

If a loss excluded under 2. e. above causes or results in water to escape suddenly and accidentally from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, **we** do cover the direct physical loss caused by the water, including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. **We** do not cover loss to the system or appliance from which this water escaped.

3. Excluded under WHAT LOSSES ARE NOT COVERED - EXCLUSIONS - SECTION I.

Under provisions 1. and 2., any ensuing loss to property described in COVERAGE A not excluded or excepted in this policy is covered.

The following exclusions are added to WHAT LOSSES ARE NOT COVERED - EXCLUSIONS - SECTION I:

**We** do not insure for loss to property described in COVERAGE A caused by any of the following. However, any ensuing loss to property described in COVERAGE A not excluded or excepted in this policy is covered.

- a. WEATHER CONDITIONS. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded under WHAT LOSSES ARE NOT COVERED EXCLUSIONS SECTION I, other than exclusions b. and c. below, to produce the loss;
- b. ACTS OR DECISIONS, including the failure to act or decide, whether intentional or unintentional, or whether negligent, wrongful or without fault, of any person, group, organization or governmental body, whether an **insured** or not.
- c. FAULTY, INADEQUATE OR DEFECTIVE:
  - (1) planning, zoning, development, surveying or siting;
  - (2) establishment or enforcement of building codes or standards for construction or materials;
  - (3) design, specifications, construction, renovation, remodeling, repair, grading, compaction or workmanship;
  - (4) materials, parts or equipment used in construction, renovation, remodeling, repair, grading or compaction; or
  - (5) maintenance;

of part or all of any property whether on or off the **residence premises**. This exclusion does not apply to the use of defective materials or methods for which coverage is afforded under section f. of provision 11. ABRUPT COLLAPSE of OTHER COVERAGES - SECTION I.

All other provisions of the policy apply.

**AUTO CLUB FAMILY INSURANCE COMPANY** 

Yand C. Louis

President