

KANE COUNTY MUTUAL INSURANCE COMPANY

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

UNIT-OWNERS COVERAGE C – SPECIAL COVERAGE

With respect only to the coverage provided by this endorsement, “your” policy is amended as indicated.

SECTION I – PERILS INSURED AGAINST is replaced with the following only with respect to **Coverage C – Personal Property**.

SECTION I – PERILS INSURED AGAINST

“We” insure against direct physical loss to the property described in Coverage C, except loss excluded below or under

SECTION I – EXCLUSIONS stated in “your” policy.

1. **Freezing, Discharge, Leakage Or Overflow** – Subject to the exceptions stated in **a.** and **b.** below, “we” do not pay for loss caused by freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system, waterbed, 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:

- a. Maintain heat in the building; or
- b. 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;

2. **Freezing, Thawing, Pressure, Or Weight Of Ice Or Water** – “We” do not pay for loss caused by freezing, thawing, pressure, or weight of ice or water, whether driven by wind or not, to a:
 - a. Fence, pavement, patio, or swimming pool;
 - b. Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building, or other structure;
 - c. Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - d. Pier, wharf, or dock;
3. “We” do not pay for loss caused by any of the following:
 - a. Wear and tear, marring, deterioration;
 - b. Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
 - c. Smog, rust or other corrosion, wet or dry rot, mold or contamination;
 - d. Smoke from agricultural smudging or industrial operations;
 - e. Discharge, dispersal, seepage, migration, release or escape of “pollutants” unless the discharge, dispersal, seepage, migration, release, or escape is itself caused by a Peril Insured Against named under Coverage C.
 - f. Settling, shrinking, bulging, or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs, or ceilings;
 - g. Birds, “vermin”, rodents, or insects including waste and odors, except as provided under **ADDITIONAL PROPERTY COVERAGE 8. Collapse**;
 - h. Animals owned or kept by an “insured”; or

- i. Water, humidity, moisture, or vapor, resulting from or caused by:
 - (1) Continuous or repeated discharge, seepage, or leakage of water; or
 - (2) The presence or condensation of humidity, moisture, or vapor; over a period of weeks, months, or years, unless no “insured” knew of or could reasonably be expected to suspect such discharge, seepage, or leakage of water or the presence or condensation of humidity, moisture, or vapor.

Exception to 3.

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:

- (i) Storm drain or water, steam, or sewer pipe, off the “residence premises”; or
- (ii) Plumbing, heating, air conditioning, automatic fire protective sprinkler system, waterbed, or household appliance on the “residence premises”. This includes the cost to tear out and replace any part of a building, or other structure, on the “residence premises”, but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the “residence premises”.

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

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, down spout, or similar fixtures or equipment.

- 4. Theft** – “We” do not pay for theft in or to a dwelling or other structure under construction, or of materials and supplies for use in the construction until the building is finished and occupied.
- 5. Breakage** – “We” do not pay for breakage of:
 - a. Eyeglasses, glassware, statuary, marble; or
 - b. Bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

However, there is coverage for breakage of personal property described in **5. a.** or **b.** above by or resulting from:

- (1) Fire, lightning, windstorm, hail;
- (2) Smoke, other than smoke from agricultural smudging or industrial operations;
- (3) Explosion, riot, civil commotion;
- (4) Aircraft, vehicles, vandalism and malicious mischief, earth movement;
- (5) Collapse of 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.

- 6. Dampness Of Atmosphere Or Extremes Of Temperature** – “We” do not pay for loss caused by dampness of atmosphere or extremes of temperature unless the cause of loss is by rain, snow, sleet or hail.
- 7. Refinishing, Renovating Or Repairing Property** – “We” do not pay for loss caused by refinishing, renovating, or repairing property other than watches, jewelry and furs.
- 8. Collision** – “We” do not pay for loss caused by collision, other than collision with a land vehicle.
- 9. Sinking, Swamping Or Stranding Of Watercraft** – “We” do not pay for loss caused by sinking, swamping, or stranding of watercraft, including their trailers, furnishings, equipment and outboard motors.
- 10. Destruction, Confiscation Or Seizure** – “We” do not pay for loss caused by destruction, confiscation, or seizure by order of any government or public authority.

11. Acts Or Decisions – “We” do not pay for loss caused by acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

Ensuing loss under items **1.** through **11.** is covered, if not otherwise excluded in this policy.

PERSONAL PROPERTY

The **Special Limits Of Liability** groups listed below are substituted for the groups listed in the policy:

1. \$2,500 on jewelry, watches, furs, precious and semi-precious stones, and gems;
2. \$2,500 on silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware, and pewterware;
3. \$2,500 on firearms and related equipment.

All other terms and conditions of this policy apply.