

## EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT

As respects this Equipment Breakdown Coverage Endorsement, this endorsement changes coverage provided by the:

**HOMEOWNERS 3 – SPECIAL FORM HO 00 03 10 00**

**HOMEOWNERS 6 – UNIT-OWNERS FORM HO 00 06 10 00**

Read the entire endorsement carefully to determine rights, duties and what is and is not covered.

"Equipment Breakdown" coverage is subject to a \$100,000 per Occurrence Limit of Liability.

"Equipment Breakdown" coverage is subject to a \$500 per Occurrence Deductible.

### DEFINITIONS

The following **Definitions** are added:

**B.12.** "Equipment Breakdown."

"Equipment Breakdown" as used herein means:

**a.** Physical loss or damage both originating within:

**(1)** Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:

**(a)** Waste disposal piping;

**(b)** Any piping forming part of a fire protective system; and

**(c)** Any water piping other than:

**(i)** Boiler feed water piping between the feed pump and the boiler;

**(ii)** Boiler condensate return piping; or

**(iii)** Water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.

**(2)** All mechanical, electrical, electronic or fiber optic equipment; and

**b.** Caused by, resulting from, or consisting of:

**(1)** Mechanical breakdown;

**(2)** Electrical or electronic breakdown; or

**(3)** Rupture, bursting, bulging, implosion, or steam explosion.

However, "Equipment Breakdown" will not mean:

Physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results, then we will pay for such resulting damage:

**(1)** Wear and tear;

**(2)** Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;

**(3)** Smog;

**(4)** Settling, cracking, shrinking or expansion;

**(5)** Nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;

- (6) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system. This includes any hardware, programs or software;
- (7) Scratching and marring;
- (8) Loss, damage, cost or expense directly caused by, contributed by, resulting from or arising out of the following causes of loss:
  - Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freezing, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement and flood.

**B.13.** "Green" as used herein means products, materials, methods and processes certified by a "Green Authority" that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.

**B.14.** "Green Authority" as used herein means an authority on "Green" buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), "Green" Building Initiative Green Globes®, Energy Star Rating System or any other recognized "Green" rating system.

**B.15.** "Motor Vehicle" as used herein means any self propelled land or amphibious vehicle.

## **SECTION I – PROPERTY COVERAGES**

### **E. Additional Coverages (D. in Homeowners Unit-Owners Form)**

The following **Additional Coverages** are added: (**12.**, **13.**, **14.** and **15.** in **Homeowners Unit-Owners Form**)

#### **13. Expediting Expense.**

We will pay for the expediting expense loss resulting from an "Equipment Breakdown" with respect to your damaged Personal Property. We will pay the reasonable extra cost to:

- a. Make temporary repairs;
- b. Expedite permanent repairs; and
- c. Expedite permanent replacement.

Reasonable extra cost shall mean "the extra cost of temporary repair and of expediting the repair of such damaged equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation." The most we will pay for loss or damage under this Additional Coverage is \$10,000.

#### **14. Spoilage Coverage.**

We will pay for loss of perishable goods due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an "Equipment Breakdown" to Personal Property covered by this policy. The most we will pay for loss or damage under this Additional Coverage is \$10,000.

**15. Pollutant Clean Up and Removal.**

We will pay for the pollutant clean up and removal for loss resulting from an "Equipment Breakdown." The most we will pay for the pollutant clean up and removal is \$10,000.

**16. Off – Premises Coverage.**

We will pay for loss or damage to covered property resulting from a covered "Equipment Breakdown" while temporarily at a premises or location that is not a "described location." This coverage does not apply to any "Motor Vehicle." The most we will pay for loss or damage under this Additional Coverage is \$10,000.

**SECTION I – PERILS INSURED AGAINST**

**HOMEOWNERS 3 – SPECIAL FORM**

**A. Coverage A – Dwelling And Coverage B – Other Structures** also means "Equipment Breakdown."

The following **Peril Insured Against** is deleted and replaced with the following:

**A.2.c.(6)(b)** Inherent vice, latent defect or defect;

**B. Coverage C – Personal Property**

The following **Peril Insured Against** is deleted and replaced with the following:

**15. Sudden And Accidental Damage From Artificially Generated Electrical Current.**

The following **Perils Insured Against** is added:

**17. "Equipment Breakdown".**

**HOMEOWNERS 6 – UNIT-OWNERS FORM**

The following **Peril Insured Against** is deleted and replaced with the following:

**15. Sudden and Accidental Damage From Artificially Generated Electrical Current.**

The following **Peril Insured Against** is added:

**17. "Equipment Breakdown".**

**SECTION I – CONDITIONS**

**HOMEOWNERS 3 – SPECIAL FORM**

**HOMEOWNERS 6 – UNIT-OWNERS FORM**

The following **Conditions** are deleted and replaced with the following:

**C. Loss Settlement**

**1.** We will pay you the amount you spend to repair or replace your Covered Property damaged by an "Equipment Breakdown" without deduction for depreciation. Our payment will be the lesser of:

- a.** The cost at the time of the "Equipment Breakdown" to repair the damaged Covered Property;
- b.** The cost at the time of the "Equipment Breakdown" to replace the Covered Property with property of like kind, capacity, size and quality; or
- c.** The amount you actually spend that is necessary to repair or replace the damaged property.

2. As respects your Covered Property, if the cost of repairing or replacing only a part of the Covered Property is greater than:

- a. The cost of repairing the Covered Property; or
- b. The cost of replacing the entire Covered Property on the same site,

We will pay the lesser amount.

The repair parts or replacement Covered Property must be:

- a. Of like kind, capacity, size and quality; and
- b. Used for the same purpose.

The following **Conditions** are added:

**S. "Equipment Breakdown"** coverage does not extend beyond the "Residence Premises".

**T. Green Environmental.**

If Covered Property requires repair or replacement due to an "Equipment Breakdown," we will pay:

1. The additional reasonable and necessary fees incurred by the insured for an accredited professional certified by a "Green Authority" to participate in the repair or replacement of physically damaged covered property as "Green."
2. The additional reasonable and necessary cost incurred by the Insured for certification or recertification of the repaired or replaced covered property as "Green."
3. The additional reasonable and necessary cost incurred by the Insured for "Green" in the removal, disposal or recycling of damaged covered property.
4. The Loss of Use (if covered within the Policy to which this Equipment Breakdown Enhancement Endorsement is attached) loss during the additional time required for repair or replacement of covered property, consistent with "Green," in the coverages above.

However, "we" will not pay more than 150% of what the cost would have been to repair or replace such property with like kind and quality inclusive of fees, costs, and any loss of use loss incurred as stated above.

**U. Safety and Efficiency Improvements.**

If Covered Property requires repair or replacement due to an "Equipment Breakdown," we will pay the additional cost to repair or replace that property with equipment that is better for the environment, safer, or more efficient than the equipment being repaired or replaced.

However, "we" will not pay more than 150% of what the cost would have been to repair or replace such property with like kind and quality.

These **Conditions** will be part of, and not an addition to, the limit of liability per loss or any other sublimits of this Policy.