

Underground Service Line Endorsement - Form 2131

If the Coverage Summary Page indicates that Form 2131 applies, you are insured against direct physical damage to "Underground Service Lines" caused by "Service Line Failure" as defined and limited below.

Limit of Insurance – The most we will pay for loss, damage or expense under this endorsement arising from any "One Underground Service Line Failure" is the amount shown on the Coverage Summary Page.

Extensions – The insurance provided by this Endorsement includes the following extensions, all within the Limit of Insurance:

1. Excavation Costs

With respect to an "underground service line" that is damaged as a result of an "underground service line failure", we will pay the necessary and reasonable excavation costs required to repair or replace the damaged "underground service line".

2. Loss of Use

If a covered loss under the endorsement makes your "Dwelling" uninhabitable, coverage is extended to (1) Additional Living Expense and (2) Fair Rental Value under Coverage D – Additional Living Expenses.

3. Expediting Expenses

With respect to your "underground service line" that is damaged as the result of a "service line failure" we will pay the reasonable extra cost to:

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

4. Outdoor Property

We will pay for your outdoor property, including but not limited to trees, shrubs, plants, lawns, walkways and driveways that are damaged as a result of a "service line failure".

5. Environmental, Safety and Efficiency Improvements

If an "underground service line" requires replacement due to a "service line failure", we will pay your additional cost to replace with materials that are better for the environment, safer or more efficient than the materials being replaced. However, we will not pay more than 150% of what the cost would have been to replace with like, kind and quality.

We will only pay under these Extensions if there is a covered "Underground Service Line Failure".

Deductible – We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Coverage Summary Page in any one occurrence.

Definitions – For the purposes of this endorsement only, the following definitions are added:

"Earth Movement" means:

1. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
2. Landslide, mudslide or mudflow;
3. Subsidence or sinkhole collapse;
4. Tsunami or volcanic action; or
5. Any other naturally occurring earth movement including earth sinking, rising.

"One Underground Service Line Failure" means if an initial "underground service line failure causes other "underground service line failures", all will be considered one underground service line failure.

"Underground Service Line" means underground piping and wiring, including permanent connections, valves or attached devices as described below.

1. Underground Service Line must be one of the following:
 - a. Water piping that connects from the "Dwelling" or other "Detached Private Structure" (excluding Farm Buildings) to a:
 - i. Public water supply system;

- ii. Private well system;
 - iii. Cistern or retention pond; or
 - iv. Heating system that is located in a "Detached Private Structure", other than the "Dwelling";
 - b. Steam piping that connects from the "Dwelling" or "Detached Private Structure" to a heating system that is located outside the "Dwelling" or "Detached Private Structure";
 - c. Ground loop piping that connects to a heat pump or geothermal heating system (excluding the heat pump or geothermal system itself);
 - d. Sewer piping that connects from the "Dwelling" or "Detached Private Structure" to a:
 - i. Public sewer system; or
 - ii. Private septic system (excluding the septic system itself)
 - e. Drain piping that drains water away from the "Dwelling" or "Detached Private Structure";
 - f. Power lines or electrical wiring; or
 - g. Communication or data transmission wiring, including but not limited to telephone, cable, internet or fiber optic wiring.
2. Underground Service Line must be:
- i. Located on the "Premises"; and
 - ii. Owned by "you" or "you" must be legally liable for its repair or replacement.
3. Underground Service Line does not include:
- i. That part of piping or wiring that runs through or under a body of water, including but not limited to a swimming pool, pond or lake;
 - ii. That part of piping or wiring that runs through or under the "Dwelling" or "Detached Private Structure";
 - iii. Piping that is connected to outdoor property, including but not limited to sprinklers, irrigation systems, swimming pools, hot tubs and decorative ponds;
 - iv. Piping or wiring that is not connected and ready for use;
 - v. Piping or wiring that is connected to any building other than a "Dwelling" or "Detached Private Structure".

"Underground Service Line Failure" means a leak, break or tear, rupture, collapse or arcing of an "underground service line". Underground Service Line Failure does not include blockage from any cause (including tree roots), freezing, low pressure of an "underground service line" or any other failure that is not a leak, break, tear, rupture, collapse or arcing.

Loss or Damage Not Insured:

1. We will not pay for loss or damage to:
- a. Septic systems including leach fields, septic tanks, pumps, motors or piping that runs from the septic tank to the leach fields;
 - b. Water wells, including pumps or motors;
 - c. Heating and cooling systems, including heat pumps and geo-thermal systems;
 - d. "underground service lines" connected to any Farm Building;
 - e. "Underground service lines" connected to any outdoor hot water heating system;
 - f. Irrigation or sprinkler systems;
 - g. An "underground service line" that is damaged while it is being installed, dismantled or repaired. However, this exclusion shall not apply of a covered "underground service line failure" necessitated such installation, dismantling or repair; or
 - h. Clean up or removal of pollutants, hazardous waste or sewage.
2. We will not pay for loss or damage caused by or resulting from any of the following causes of loss:
- a. "Specified Perils"
 - b. "Flood", surface waters, all whether driven by wind or not; or the backing up or escape of water from a sewer, sump or septic tank; or
 - c. "Earth Movement"

3. Loss or damage as stated in the “**loss or damage not insured**” section of the General Conditions (unless otherwise indicated in this endorsement).

Special Conditions

For the purposes of this endorsement only, the following exclusions in your policy do not apply:

1. Wear and tear, gradual deterioration, marring, deterioration or hidden decay;
2. Rust or other corrosion;
3. Mechanical breakdown, latent defect or inherent vice;
4. Weight of equipment, animals or people; or
5. Artificially generated electrical current

Basis of Claim Payment

The amount we will pay for damaged covered property will be in the least of:

1. The limit of insurance that applies to this endorsement;
2. The cost to repair the damaged property;
3. The cost to replace the damaged property on the same “Premises”; or
4. The necessary amount actually spent to repair or replace the damaged property.

Except as described in environmental, safety and efficiency improvements above, we are not responsible for the extra cost of replacing damaged property with property of a better kind of quality or of a different size or capacity.

In determining the cost of repairs or replacement, we will not pay or include the increased cost to alter or relocate “underground service lines”, unless such alteration or relocation is required by law or ordinance.

Except as provided in this endorsement, all terms, conditions and provisions of the policy to which this endorsement is attached shall have full force and effect.

