



ERIE INSURANCE GROUP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPREHENSIVE BUILDING ADDITIONS AND ALTERATIONS PROTECTION ENDORSEMENT

This endorsement applies to a nonowned residence only and is available on Broadcover, Condocover, Extracover, Tenantcover and Ultracover policies.

Words and phrases in bold type are used as defined in the DEFINITIONS section of the policy.

PROPERTY PROTECTION -- SECTION I

PERSONAL PROPERTY COVERAGE

OUR PROMISE

For an additional premium, Building Additions and Alterations Protection afforded under *Personal Property Coverage* of the policy is broadened to cover for risks of direct physical loss, except as excluded or limited herein.

WHAT WE DO NOT COVER -- EXCLUSIONS

The following is added:

We do not pay for loss:

1. caused by freezing by temperature reduction of a plumbing, heating, air conditioning, gutters and drain spouts or fire protective system, or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing, while the dwelling is vacant, unoccupied or being constructed.

There is coverage if **you** have used reasonable care to:

- a. maintain heat in the building; or
 - b. shut off the water supply and drain the system or appliances of water.
2. by freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, deck, swimming pool, foundation, retaining wall, bulkhead, pier, wharf, or dock.
 3. caused by constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning, or fire protective system, or a household appliance.

However, there is coverage if the loss is sudden and accidental.

4. caused by:

- a. termites, vermin, insects, rodents, birds (except glass breakage), skunks, raccoons, spiders, reptiles or bats;
- b. mechanical breakdown, deterioration, wear and tear, marring, inherent vice, latent defect, tree roots, rust or smog;
- c. the discharge, disposal, release or escape of any solid, liquid, gaseous or thermal irritant, pollutant, or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed; or
- d. smoke, unless the loss is sudden and accidental. Smoke from agricultural smudging or industrial operations is not covered even if the loss is sudden and accidental.

If Items a. through d. cause water damage not otherwise excluded from a plumbing, heating, air conditioning, or fire protective system, household appliance, waterbed or aquarium, **we** cover loss caused by the water. This does not include loss:

- a. to the defective system or appliance (other than a waterbed or aquarium) from which the water escaped; or
- b. on the **residence premises** caused by accidental discharge or overflow which occurs away from the building where the **residence premises** is located.

5. caused by animals or birds kept by **anyone we protect** or kept by a **residence employee of anyone we protect**.

6. by theft of property from within a dwelling under construction unless that property has become a part of the building, or of materials and supplies for use in the construction until the dwelling is completed and occupied.

Under Items 1. through 5. any ensuing loss not excluded is covered.

7. by earth movement, due to natural or manmade events, meaning earthquake, including land shock waves, or tremors before, during, or after a volcanic eruption, mine subsidence, sinkhole, landslide, mudslide, mud flow, earth sinking, rising or shifting. Coverage is provided for direct loss caused by fire, explosion, theft, or breakage of glass, if the fire, explosion, theft or breakage of glass resulted from earth movement, mine subsidence, sinkhole, landslide, mudslide, mud flow, or earth sinking, rising or shifting.
8. caused by water damage, meaning:
 - a. flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge or overflow of any body of water. **We** do not cover spray from any of these, whether or not driven by wind;
 - b. water or sewage which backs up through sewers or drains or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area;
 - c. water below the surface of the ground. This includes water which exerts pressure on, or flows, seeps or leaks through any part of a building, or other structure, including sidewalks, driveways, foundations, pavements, patios, swimming pools or decks; or
 - d. waterborne material carried or otherwise moved by any of the water referred to in this exclusion.

This exclusion applies, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

We do pay for direct loss that follows, caused by fire, explosion, sonic boom or theft.
9. by power interruption if the interruption takes place away from the **residence premises**. If a loss from a peril covered under PERILS WE INSURE AGAINST happens on the **residence premises** as a result of a power interruption, **we** will cover only loss caused by that peril. **We** will pay for loss caused by a power interruption occurring on the **residence premises**.
10. by war, whether declared or undeclared, discharge of a nuclear weapon (even if accidental), hostile or warlike action in time of peace or war, insurrection, rebellion, revolution, civil war, usurped power, including action taken by governmental authority in defending against such an **occurrence**.
11. by nuclear action, or radiation or radioactive contamination, however caused. Nuclear action includes nuclear reaction, discharge, radiation or radioactive contamination, whether manmade or occurring naturally.

Loss caused by nuclear action is not considered loss by fire, explosion, sonic boom or smoke.

If loss by fire results, **we** will pay for that resulting loss.
12. by radon gas contamination.
13. by enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, unless specifically provided under this policy. **We** do cover loss caused by actions of civil authorities to prevent the spread of a fire caused by a peril covered under PERILS WE INSURE AGAINST.
14. by neglect of **anyone we protect** to use all reasonable means to protect covered property at and after the time of loss or when property is threatened by a peril covered under PERILS WE INSURE AGAINST.
15. by intentional loss, meaning any loss arising from an act committed by or at the direction of **anyone we protect** or any additional insured listed on the **Declarations** with the intent to cause a loss.
16. by the destruction, confiscation or seizure of property by order of any governmental or civil authority. **We** do cover loss caused by actions of governmental or civil authorities to prevent the spread of a fire caused by a peril covered under PERILS WE INSURE AGAINST.
17. by the inability to correctly process, recognize, distinguish, interpret or accept any date or time for loss or damage to electronic data processing equipment, computer networks, computer hardware (including microprocessors either as part of a computer system or operating outside of a system), computer programs, software, media or data.

We will not pay for:

 - a. any repair, restoration, replacement or modification to correct any deficiencies or change any features or functions; or
 - b. loss or damage, regardless of when the electronic data processing equipment, computer hardware, computer programs, software, media or data were purchased, obtained or installed.

OTHER PROVISIONS

All other provisions of the policy apply.