

# UNDERGROUND UTILITY LINE ENDORSEMENT

Refer to Supplemental Declarations if information is not shown on this form. *We* provide coverage under this endorsement subject to the *terms* contained in the General Policy Provisions.

Policy Number: \_\_\_\_\_

Named Insured:

## SCHEDULE

Underground Utility Line Coverage Per Occurrence Limit:	\$10,000
Underground Utility Line Coverage Per Occurrence Deductible:	\$500

This policy is amended to include the following *terms* outlined below. All other *terms* of the policy apply, except as amended by this endorsement.

### DEFINITIONS

The following definitions are added:

- 1. Underground utility line occurrence as used herein means loss or damage caused by:
  - a. Wear and tear;
  - b. Rust or other corrosion, decay, deterioration, hidden or latent defect;
  - c. Collapse, but not including sinkhole or subsidence collapse;
  - d. Electrical, mechanical or pressure systems breakdown; or
  - e. Freezing.

*Underground utility line occurrence* does not include any impediment to the functionality of the Underground Utility Line Covered Property unless there is physical loss or damage to Underground Utility Line Covered Property.

*Underground utility line occurrence* will only apply to causes of loss listed above. If any of the above causes of loss are excluded by *your* policy, then those exclusions do not apply to this endorsement.

- 2. *Green* 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.
- 3. *Green authority* 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.
- 4. *Reasonable extra cost* shall mean the extra cost of temporary repair and of expediting the repair of such damaged covered property of the *insured*, including overtime and the extra cost of express or other rapid means of transportation.

## UNDERGROUND UTILITY LINE COVERAGE

We cover direct physical loss to Underground Utility Line Covered Property servicing the *residence* that is caused by an *underground utility line occurrence* on the *insured premises*. The Underground Utility Line Coverage Per Occurrence Limit shown in the Schedule above is the most we pay for any one loss, regardless of the number of *underground utility line occurrences*.

### UNDERGROUND UTILITY LINE COVERED PROPERTY

- 1. Any underground piping or wiring that provides the following services to the *residence*:
  - a. Electrical power;
  - b. Heating;
  - c. Natural gas;
  - d. Waste disposal, including underground piping from the *residence* to the septic tank;

- e. Compressed air;
- f. Water;
- g. Steam;
- h. Internet access;
- i. Telecommunication services;
- j. Wide area networks; and
- k. Data transmission.
- 2. Underground Utility Line Covered Property must:
  - a. Be located on the *insured premises*;
  - b. Provide a service to the *residence*; and
  - c. Be owned by *you* or *you* must be legally liable for its repair or replacement as required by law, regulation or service agreement.

## UNDERGROUND UTILITY LINE PROPERTY NOT COVERED

*We* will not pay for direct physical loss to:

- 1. Septic systems, including leach fields, cesspools, septic tanks, pumps, motors and piping that runs from the septic tank to the leach field;
- 2. Water wells, including casings, pitless units, pumps and motors;
- 3. Piping or wiring that runs through or under a swimming pool, pond, lake or stream;
- 4. Piping or wiring that runs through or under the *residence*;
- 5. Piping or wiring not connected or ready for use;
- 6. Wiring that provides electricity to outdoor property, including but not limited to, light fixtures and electrical fencing;
- 7. Underground storm drain pipes, including but not limited to, French drains, channel drains, and other underground drainage pipes or systems, used to direct water or surface water away from the *residence*;
- 8. Piping that delivers water to outdoor property, including but not limited to, sprinklers, irrigation systems, swimming pools, hot tubs, fountains and ponds; or
- 9. Fuel tanks, including but not limited to, oil, gasoline, kerosene and propane tanks.

## HOW MUCH WE PAY FOR LOSS OR CLAIM

1. In the General Policy Provisions, under How Much *We* Pay For Loss Or Claim, Deductible is deleted and replaced by the following with respect to the coverage provided by this endorsement:

## Deductible

- a. The deductible shown in the Schedule above applies to all coverages provided by this endorsement.
- b. Subject to the limit set forth in the Schedule above, *we* pay that part of the loss, damage, or expense over the deductible. Only one deductible applies at each location.
- 2. Subject to the other *terms* shown under How Much *We* Pay For Loss Or Claim in the General Policy Provisions, and the *terms* of this endorsement, *we* settle losses for Underground Utility Line Covered Property according to the following Replacement Cost Terms:

**Replacement Cost Terms** - The lesser of the following amounts is used in computing how much *we* pay for losses to Underground Utility Line Covered Property:

- a. The cost, at the time of loss, to replace the lost or damaged part of the property, without deduction for depreciation;
- b. The cost, at the time of loss, to repair the damaged part of the property; or
- c. The Underground Utility Line Coverage Per Occurrence Limit shown in the Schedule above.

## EXTENSIONS OF COVERAGE

These Extensions of Coverage will be part of, and not in addition to, the Underground Utility Line Coverage Per *Occurrence* Limit shown in the Schedule above.

1. Excavation Costs

*We* will pay for the excavation costs that are required to repair or replace the damaged Underground Utility Line Covered Property as a result of an *underground utility line occurrence*.

2. Expediting Expense

*We* pay up to \$500 for the expediting expenses incurred as a result of an *underground utility line occurrence* with respect to *your* damaged Underground Utility Line Covered Property. *We* will pay the *reasonable extra cost* to make temporary repairs, expedite permanent repairs and expedite permanent replacement.

#### 3. Outdoor Property

*We* pay up to \$500 for trees, shrubs, plants, lawns, driveways and walkways on the *insured premises* as a result of an *underground utility line occurrence* for the repair or replacement of Underground Utility Line Covered Property.

#### 4. Loss of Use

*We* pay up to \$500 for the Coverage D loss during the additional time required for repair or replacement of Underground Utility Line Covered Property as a result of an *underground utility line occurrence*.

#### 5. Green Environmental, Safety, and Efficiency Improvements

If Underground Utility Line Covered Property requires repair or replacement due to an *underground utility line occurrence*, *we* will pay:

- a. 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;
- b. 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 Underground Utility Line Covered Property as *green*;
- c. The additional reasonable and necessary cost incurred by the *insured* for certification or recertification of the repaired or replaced Underground Utility Line Covered Property as *green*;
- d. The additional reasonable and necessary cost incurred by the *insured* for *green* in the removal, disposal or recycling of damaged Underground Utility Line Covered Property; and
- e. The Coverage D loss during the additional time required for repair or replacement of Underground Utility Line 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.

### **COVERAGE LIMITATION**

*We* will not pay for direct physical loss to Underground Utility Line Covered Property from an *underground utility line occurrence* that begins before or within 90 days after the inception date of this endorsement.