

OVERLAND WATER ENDORSEMENT

THIS ENDORSEMENT ALTERS COVERAGE UNDER YOUR POLICY. PLEASE READ IT CAREFULLY.

For the purpose of this endorsement the following changes are made to your policy:

DEFINITIONS:

"**Flood**" means waves, tides, tidal waves, tsunamis or the rising or, the breaking out or the overflow of any body of salt water, whether natural or man-made.

"**Overland Water**" means water that accumulates upon or submerges land which is usually dry resulting from:

1. The unusual and rapid accumulation or run off of surface waters from any source, including torrential rainfall.
2. The rising or, breaking out or the overflow of any body of fresh water.

"**Sewer backup**" means the sudden and accidental backing up or escape of water or sewage within your dwelling or detached private structures through a:

- sewer on your premises;
- septic system on your premises; or
- sump pump located within your dwelling or detached private structures.

"**Single Occurrence**" means all events for which coverage is provided by this endorsement that occur within 96 consecutive hours during the term of the policy to which this endorsement is attached. The expiration of the policy will not reduce the 96 hour period.

OVERLAND WATER COVERAGE

You are insured against direct physical loss or physical damage caused by overland water from any single occurrence. This includes direct physical loss or physical damage resulting from the sudden and accidental entrance of water through foundations, basement walls or basement floors caused by overland water from any single occurrence.

You are also insured against direct physical loss or physical damage caused by sewer backup resulting from overland water, but only if there is evidence that overland water from any single occurrence has also entered the dwelling or detached private structure where the sewer backup loss occurred and the entry point of the overland water was from other than sewer backup.

EXCLUSIONS

There is no coverage under this endorsement for:

1. loss or damage caused directly or indirectly by flood, spray, storm surge, ice or waterborne objects, all whether driven by wind or not.. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage
2. loss or damage caused by sewer backup resulting directly or indirectly from flood water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
3. loss or damage caused by sewer backup resulting directly or indirectly from overland water when there is NO evidence that overland water entered the dwelling or detached private structure where the sewer backup loss

occurred and the entry point of the overland water was from other than sewer backup. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

4. loss or damage caused directly or indirectly by the escape of water resulting from the intentional breach of any man made structure constructed for the purpose of holding back, containing or controlling any body of water. These structures include but are not limited to dams, dikes or levees. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
5. loss or damage caused directly or indirectly by the entrance of water through foundations, basement walls or basement floors, except for the entrance of water caused by overland water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

LIMIT OF LIABILITY

The limits under Items 1 to 4 are always applied and limited separately depending on the coverage(s) that are impacted by the loss or damage from any single occurrence.

1. Coverage A – Dwelling Building
2. Coverage B – Detached Private Structures
3. Coverage C – Personal Property
4. Coverage D – Additional Living Expenses

Notwithstanding the above, if a limit is specified on your Certificate of Property Insurance for a single occurrence under this endorsement, the total maximum payable will be that specified limit.

In the event of loss or damage for which coverage is provided by this endorsement, the following clauses DO NOT apply:

1. Guaranteed Replacement Cost on Dwelling Buildings and, if applicable, Detached Private Structures.
2. Single Limit of Insurance.

Deductible

We are responsible only for the amount by which the loss or damage covered by this endorsement exceeds the amount of the deductible shown for this endorsement on the Certificate of Property Insurance in any single occurrence.

All other terms and conditions of the policy remain unchanged.

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