

OVERLAND WATER ENDORSEMENT

WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED WITHIN THIS ENDORSEMENT AND THE FORMS OF THIS POLICY.

DEFINITIONS

Wherever used in this endorsement:

- (1) "Flood" means waves, tides, tidal waves, tsunamis or the rising of, breaking out or the overflow of any body of salt water, whether nature or man-made.
- (2) "Ground Water" means water below the surface of the ground, including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors.
- (3) "Overland Water" means water that accumulates upon or submerges land which is usually dry resulting from:
 - (a) the unusual and rapid accumulation or run off of surface water from any source, including torrential rainfall; or
 - (b) the rising or, breaking out or the overflow of any body of fresh water.
- (4) "Single Occurrence" means all causes or events covered by this endorsement that occur within 168 consecutive hours of the first cause or event. Each is considered as one (1) occurrence happening during the term of the Policy on or after the effective date of this endorsement. The expiration of the Policy will not reduce the 168 hour period.

COVERAGE AGREEMENT

For coverage to apply, the Overland Water Endorsement must show on the "Declaration Page" of "your" Residential Insurance Policy.

Coverage applies to those locations where a limit is showing for Overland Water Endorsement.

"You" are covered for sudden and accidental direct physical loss or damage to "your" "dwelling", detached private structure and personal property resulting from a "single occurrence" caused by "overland water", "ground water" and the rising of a water table.

If applicable, the following do not apply:

- (1) Combined Limit;
- (2) Guaranteed Rebuilding Cost; and
- (3) Limited Guaranteed Rebuilding Cost.

AMOUNT OF INSURANCE

The limit showing on the "Declaration Page" is the maximum amount "we" will pay for Overland Water Endorsement.

WHAT IS NOT COVERED

This endorsement does not cover loss or damage resulting from, contributed to or caused directly or indirectly:

- (1) for continuous or repeated water seepage through a foundation unless loss or damage is caused by "overland water", "ground water" and the rising of a water table;
- (2) by "flood", spray, storm surge, seiches, ice, all whether driven by wind or not;
- (3) 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, levees, etc.; or

(4) occurring while the “dwelling” is “vacant” or “under construction”, irrespective of any permission for vacancy or construction elsewhere in “your” Residential Insurance Policy.

These exclusions apply whether or not there are one (1) 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.

ADDITIONAL COVERAGE

Emergency Evacuation

“We” will pay Coverage D – Additional Living Expenses as described in “your” Residential Insurance Policy for any loss or damage caused by “overland water”, “ground water” and the rising of a water table.

DEDUCTIBLE

“We” will pay only that portion of the loss that exceeds the deductible shown on the “Declaration Page”.

Unless stated in this form, all conditions, definitions, exclusions and provisions in “your” Residential Insurance Policy apply.