

Form #AE5 (Rev. October 30, 2012)
British Columbia and the United States Water Ingress Exclusion

It is hereby agreed as follows:

Underwriters shall not be liable to pay any **DEFENCE COSTS** or **DAMAGES** or make Supplementary Payments for any **CLAIM** which is, in whole or in part, arising directly or indirectly out of the **PENETRATION OF MOISTURE** into the **BUILDING ENVELOPE** of a **MULTI-UNIT BUILDING** located in the Lower Mainland, Vancouver Island, or Skeena regions of the Province of British Columbia and the United States of America which includes its territories or possessions.

For the purposes of this Exclusion, the following definition is added to the Policy:

PENETRATION OF MOISTURE means, but is not limited to, the actual, alleged, threatened, or possible infiltration, migration, presence, accumulation, condensation or dispersal of water, precipitation, or moisture on, in, or into the **BUILDING ENVELOPE**.

BUILDING ENVELOPE means the assemblies, components, and materials of a building which are intended to separate and protect the interior space of a building from the adverse effects of exterior climactic conditions.

MULTI-UNIT BUILDING means a building containing more than four units that are utilized for residential, commercial, industrial, or any other purposes.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated. This Endorsement attaches to and forms part of the Policy.

SAMPLE