

Form #OLW (Rev. August 22, 2017)
Overland Water Endorsement

APPLICABLE ONLY IF THIS FORM NUMBER APPEARS ON THE DECLARATIONS PAGE OF THE POLICY

Agreement

This endorsement is subject to the terms and conditions of this **policy** and to the following additional terms and conditions. In return for your payment of the premium as stated separately in the **declarations page** or included in the total premium **we** agree to add the following peril to the perils **you** are insured against.

EXTRA DEFINITIONS

With respect to the coverage provided by this endorsement, the following definitions are added:

"Overland water" means a general and temporary condition of partial or complete inundation of normally dry land areas due to the unusual or rapid accumulation or runoff of surface waters from any source including waves, tidal wave, tides, tidal water, or the overflow of any body of water whether or not driven by wind. We do not include tsunamis within overland water.

SECTION ONE – PROPERTY INSURANCE

Additional Insured Peril – Overland Water

We insure the property described in Section One against physical loss or physical damage occurring during the **period of insurance** caused by **overland water**.

All loss or damage caused by **overland water** in a continuous or protracted event will constitute a single loss occurrence.

Limits of Insurance

For each incident of loss **we** will pay up to the **overland water** limit of insurance shown in the declarations page for physical loss or physical damage, covered under this section, to the **dwelling, detached buildings or structures or personal property**.

The **overland water** limit of insurance shown in the **declarations page** will apply regardless of any physical loss or physical damage caused by, contributed to by, resulting from or arising out of or in connection with water which backs up through sewers or drains or overflows or is otherwise discharged from a sump, sump pump or related equipment.

Exclusions

The following exclusions apply to this endorsement:

- A. We do not cover loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with the following, regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to loss, damage, cost or expense:
 - 1. Tsunami.
 - 2. Water which:
 - (a) Backs up through sewers or drains; or
 - (b) Overflows or is otherwise discharged from a sump, sump pump or related equipment; unless caused solely and directly by **overland water**.
 - 3. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure unless caused solely and directly by **overland water**.
 - 4. **Overland water** that is already in progress at the inception date of this insurance.
- B. We do not insure loss, damage, cost or expense:
 - 1. for surface drainage or any technique or practice to stabilize or control the erosion or sedimentation of land at the residence premises while reshaping or stabilizing the ground surface.
 - 2. to excavate, replace or stabilize any land.

Deductible

For any one occurrence, **we** will pay only for that portion of any physical loss or physical damage which exceeds the applicable deductible shown on the **Declarations page** up to the limit of insurance pertaining to this endorsement.

The deductible waiver under section one – property insurance contained in this **policy** does not apply to this **overland water** endorsement

All other terms and conditions of the **policy** to which this endorsement applies remain unchanged.