

# Form #FI801 (Rev. Aug 29, 2012) Flood Insurance Endorsement Form

THIS FORM ONLY APPLIES IF INDICATED "COVERED" AND LIMITS SHOWN ON THE DECLARATIONS PAGE(S).

THIS FORM IS ATTACHED TO AND MUST BE READ TOGETHER WITH THE COMMERCIAL BUILDING, EQUIPMENT & STOCK BROAD FORM POLICY.

### 1. INSURING AGREEMENT

IT IS HEREBY AGREED THAT: This Form insures against direct physical loss of, or damage to, the Building(s), Equipment & Stock caused directly by the peril of Flood during the Policy Period subject to the following conditions and except as excluded herein.

For the purpose of this Form, "Flood" shall mean the rising of, the breaking out or the overflow of any body of water whether natural or man-made and includes waves, tides and tidal waves and tsunamis.

## 2. EXCLUSIONS

This Form does not cover loss or damage caused directly or indirectly by:

- (a) water which backs up through sewers, sumps, septic tanks, or drains;
- (b) 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 other openings in such sidewalks, driveways, foundations, walls, or floors;
- (c) any of the following perils whether or not caused by or attributable to flood: fire, explosion, smoke, "leakage from fire protective equipment" or from a water main, theft, riot, vandalism or malicious acts; or
- (d) any peril excluded in the Commercial Building, Equipment and Stock Broad Form.

#### 3. EXTENSIONS

The Insurer shall be liable for loss or damage to the property insured caused by wind, hail, rain, or snow entering a building through an opening in the roof or walls directly resulting from a Flood.

#### 4 AGGREGATE LIMIT

If an Aggregate Limit is specified in the Declarations with respect to this Form, the said limit is the maximum payable by the Insurer in each Policy Period.

#### 5. PRO-RATA CLAUSE

The Insurer shall only be liable for that proportion of a loss payable under this Form with the amount insured hereunder bears to the total amount of insurance covering the peril of fire on the same property. If the Policy covers two or more items, this provision shall apply to each item separately.

EXCEPT AS OTHERWISE PROVIDED IN THIS FORM, ALL TERMS, PROVISIONS AND CONDITIONS OF THE POLICY SHALL HAVE FULL FORCE AND EFFECT.