

Overland Water Damage Endorsement - Form 2081

If the Coverage Summary Page indicates that Form 2081 applies, you are insured against direct loss or damage to your property caused by water entering your Dwelling or Detached Private Structure as a result of "Overland Water".

This endorsement applies separately to each location for which it is specified on the Coverage Summary Page.

Limit of Insurance

The most we will pay for loss, damage or expense under this endorsement arising from any one "Overland Water Occurrence" is the amount shown on the Coverage Summary Page.

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

- Single Inclusive Limits Endorsement – Form 2015
- Guaranteed Rebuilding Cost Endorsement – Form 2175

Basis of Claim Payment

The Basis of Claim Payment for this coverage follows the terms applicable to A. Dwelling and/or C. Personal Property as shown on the Coverage Summary Page.

Extensions of Coverage

Additional Living Expenses

This coverage extends to include Additional Living Expenses, as defined and limited under Coverage D – Additional Living Expenses elsewhere in this booklet in the event of an insured Sewer Back-up loss.

This extension is not an additional amount of insurance.

Students:

This coverage extends to students, as defined and limited in the definition of "you", "your" and "insured".

This extension is not an additional amount of insurance.

The above extensions are subject to the deductible and all other terms and conditions of the forms they are extended from.

Limitations

We do not insure loss or damage:

1. caused by or resulting from water below the surface of the ground, including water 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. This limitation will not apply if the entrance of water originates above the surface of the ground and is caused by or occurs concurrently with a sudden "Overland Water Occurrence". Continuous or repeated leakage or seepage is excluded in all instances;
2. occurring while the dwelling is under construction or "Vacant", even if we have given permission for construction or vacancy elsewhere in this policy;
3. caused by or resulting from the escape of water from a watermain or "Domestic Water Container";
4. caused by or resulting from the backing up or overflow of water from within sewers, sumps, septic tanks or drains;
5. caused by or resulting from the escape of water after 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;
6. to outdoor trees, shrubs, plants or lawns;
7. to soil and landscaping beyond what is required to repair or replace a Dwelling or Detached Private Structure damaged by a covered "Overland Water Occurrence";
8. as stated in the "Loss or Damage Not Insured" section of the General Conditions, unless otherwise provided for in this endorsement.

Deductible

We are responsible only for the amount by which the loss or damage caused exceeds the amount of deductible shown on the Coverage Summary Page in any one "Overland Water Occurrence".

Definitions

"Overland Water" as it pertains to this coverage only, means, the rising of, the breaking out or the overflow of a body of fresh water or fresh water source, whether natural or man-made.

Overland Water also means the unusual and rapid accumulation or run off of surface waters from any source, including snow melt or torrential rainfall.

"Overland Water Occurrence" means all "Overland Water" damage which occurs within any 168 consecutive hours commencing during the policy period on or after the effective date of this endorsement. The expiration of this policy will not reduce the 168 hour period.

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