



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OVERLAND WATER COVERAGE – FORM 3115L

This coverage is added under SECTION I – OPTIONAL COVERAGES and is subject to all the terms and conditions applicable to SECTION I – OPTIONAL COVERAGES.

INSURED PERILS

If the Declarations indicate that a location is insured for OVERLAND WATER COVERAGE – FORM 3115L, “you” are insured against direct physical loss or damage to property insured under SECTION I – PROPERTY COVERAGE caused:

1. by “overland water”; and
2. by “sewer backup” resulting from “overland water” but only if there is evidence that “overland water” has entered the dwelling and/or detached private structure where the “sewer backup” loss occurred and the entry point of the “overland water” was from other than “sewer backup”.

LOSS OR DAMAGE NOT INSURED

In addition to the other relevant exclusions under the applicable coverage form, the following additional exclusions apply to completely exclude coverage under this endorsement regardless of any other cause or event, whether covered or not, that contributes concurrently or in any other sequence to the loss or damage:

1. Loss or damage excluded under SECTION I – LOSS OR DAMAGE NOT INSURED.
2. Loss or damage caused directly or indirectly by the rising of, breaking out or overflow of any body of salt water, whether natural or manmade. This includes, but is not limited to, tsunamis, tides, or tidal waves.
3. Loss or damage caused directly or indirectly by the entrance of water through foundations, basement walls or basement floors, unless caused by “overland water”.
4. Loss or damage caused directly or indirectly by:
 - a. “ground water” or rising of the water table.
 - b. shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not.
 - c. spray, storm surges, waves, seiche, all whether driven by wind or not.
5. Loss or damage caused by “sewer backup” resulting from or contributed to by “overland water” where there is no evidence that “overland water” has entered the dwelling and/or detached private structure where the “sewer backup” loss occurred and the entry point of the “overland water” was from other than “sewer backup”.
6. Loss or damage caused directly or indirectly by “overland water” where such “overland water” is caused or contributed to as a result of the intentional breach of any man made structure constructed for the purpose of holding back, containing or controlling any body of water or watercourse. These structures include but are not limited to dams, dikes or levees.

AMOUNT OF INSURANCE

The OVERLAND WATER COVERAGE – FORM 3115L is subject to “your” policy limits of COVERAGE A, COVERAGE B, COVERAGE C and COVERAGE D unless a specified Amount of Insurance for this coverage is stated in the Declarations.

This endorsement does not increase the Amounts of Insurance stated in the policy to which it is attached.

DEDUCTIBLE

“We” will only pay that part of the loss that exceeds the OVERLAND WATER COVERAGE – FORM 3115L deductible shown in the Declarations.



DEFINITIONS

For the purposes of this endorsement, the following definitions apply:

“Overland Water” means water that accumulates upon or submerges land which is usually dry, resulting from:

- The unusual and rapid accumulation or runoff of water or natural precipitation, not caused by escape of water from a “domestic water container” or “watermain”; or
- The rising of, the breaking out or the overflow of any body of fresh water or watercourse, whether natural or man-made.

“Sewer Backup” means the sudden and accidental backing up or escape of water or sewage within your dwelling or detached private structures through a:

- Sewer on your premises;
- Septic system on your premises; or
- Sump located within your dwelling or detached private structures.

SPECIAL CONDITIONS

If the policy to which this endorsement is attached provides for replacement cost coverage and:

1. the cost of repair or replacement exceeds the Amount of Insurance for the “dwelling” under this endorsement; or
2. “you” are restricted by law or ordinance from rebuilding on the same location;

“you” may elect a cash settlement without deduction for depreciation, up to but not exceeding the Amount of Insurance*;

- a. for the “dwelling” as stated on the Declarations for OVERLAND WATER COVERAGE – FORM 3115L when policy limits is selected.
- b. the specified Amount of Insurance* as stated in the Declarations for OVERLAND WATER COVERAGE – FORM 3115L when specified limits are selected.

*In no event will the provisions of the Special Conditions result in this endorsement exceeding the Amount of Insurance as stated on the Declaration for OVERLAND WATER COVERAGE – FORM 3115L

In addition to the Special Condition above where policy limits for OVERLAND WATER COVERAGE – FORM 3115L is selected the following is included:

For the purposes of this endorsement, the following is deleted from ADDITIONAL COVERAGES (5) DEBRIS REMOVAL, “If the amount payable for loss, including expenses for the removal of debris, is greater than the Amount of Insurance applicable to the lost or damage property, then an additional 5% of the COVERAGE A or COVERAGE C limit as indicated on the Declarations will be available to cover “your” debris removal expenses.”

If the Declarations indicate GUARANTEED REPLACEMENT COST – COVERAGE A and “you” are restricted by law or ordinance from rebuilding on the same location as a result of an “overland water” “occurrence”, clause (3) of 7. GUARANTEED REPLACEMENT COST – COVERAGE A under SECTION I – CONDITIONS - BASIS OF SETTLEMENT is amended as follows:

“(3) repair, rebuild or replace the “dwelling” on an alternate location, with a building of the same size and occupancy, constructed with material of similar quality; and”

All other terms and conditions of this policy remain unchanged.