

# **Intact Insurance Company**

# Enhanced Water Damage Package (for use with Rented Dwellings)

#### **AGREEMENT**

The coverages provided by this form apply only if the Enhanced Water Damage Package is shown on the Coverage Summary page of your policy.

The coverages set out in this form are subject to the terms of your policy, except where modified by this form, in which case the terms of this form shall apply. All other terms, of the policy to which this form applies remain unchanged.

In respect of the coverages set out in this form, all causes or events which occur within 168 consecutive hours of the first cause or event causing loss or damage, shall be considered as one occurrence. Provided that the first cause or event occurs before policy expiration, policy termination will not interrupt the 168 hour period.

#### **SEWER BACK UP**

#### **COVERAGE**

You are insured against direct physical loss or damage to insured property caused by the sudden and accidental backing up or escape of water or sewage within your dwelling or additional buildings on your premises through a:

- 1. sewer on your premises;
- 2. septic system on your premises;
- 3. sump located within your dwelling or additional buildings on your premises; or
- 4. drain located within or on your dwelling or additional buildings on your premises.

## **EXCLUSIONS**

We do not insure loss or damage:

- 1. if flood directly or indirectly contributes concurrently or in any other sequence to the loss or damage;
- 2. if surface waters enter your dwelling or additional building on your premises and directly or indirectly contributes to the loss or damage;
- 3. caused by continuous or repeated seepage or leakage of water;
- 4. caused by ground water or rising of the water table;
- 5. occurring while the dwelling is under construction or vacant unless we have given permission for construction or vacancy.

These exclusions apply whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any other sequences to the occasioning of the loss or damage.

#### **AMOUNT OF INSURANCE**

The amount of insurance provided for Sewer Back Up is subject to the limit for the Enhanced Water Damage Package that appears on your Coverage Summary page. This is the maximum amount we will pay for loss or damage caused by Sewer Back Up.

The coverage available for Sewer Back Up does not increase the amount of insurance set out in Section I of your policy.

#### **DEDUCTIBLE**

We will only pay the amount by which insured loss or damage exceeds the policy deductible shown on the Coverage Summary page.

## SEWER BACK UP MITIGATION COVERAGE

Following a covered Sewer Back Up loss, we will pay you an additional amount up to \$1,000 for expenses incurred by you for the installation in your dwelling of a Sewer Back Up loss mitigation device. Recognized Sewer Back Up loss mitigation devices are:

- 1. a normally open backwater valve installed on the main line and or;
- 2. a sump pump with a back up power system.



## **OVERLAND WATER**

#### **COVERAGE**

You are insured:

- 1. against direct physical loss or damage caused by flood;
- 2. against direct physical loss or damage as described under the Sewer Back Up section if flood directly or indirectly contributes concurrently or in any other sequence to the loss or damage;
- 3. against direct physical loss or damage caused by the sudden and accidental entrance of surface waters that enter your dwelling or additional buildings on your premises through a point at or above the surface of the ground;
- 4. against direct physical loss or damage as described under the Sewer Back Up section if surface waters enter your dwelling or additional buildings through a point at or above the surface of the ground and directly or indirectly contribute concurrently or in any other sequence to the loss or damage.

## **EXCLUSIONS**

We do not insure loss or damage:

- 1. arising from flood caused by waves, tide, tidal wave, tsunami, storm surge, or seiche; or
- 2. caused by continuous or repeated seepage or leakage of water;
- 3. caused by ground water or rising of the water table;
- 4. occurring while the dwelling is under construction or vacant unless we have given permission for construction or vacancy;
- 5. caused by landslide or any other earth movement.

These exclusions apply whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any other sequences to the occasioning of the loss or damage.

#### AMOUNT OF INSURANCE

The amount of insurance provided for Overland Water is subject to the limit for the Enhanced Water Damage Package that appears on your Coverage Summary page. This is the maximum amount we will pay for loss or damage caused by Overland Water.

The coverage available for Overland Water does not increase the amount of insurance set out in Section I of your policy.

# **DEDUCTIBLE**

We will only pay the amount by which insured loss or damage exceeds the policy deductible shown on the Coverage Summary page.

#### **WATER AND SEWER LINES**

# **COVERAGE**

We agree to repair or replace your exterior sewer line and/or your water service line due to direct physical loss or damage resulting from a leak, break, tear, rupture or collapse of the line.

The coverage provided by this section includes:

- 1. the reasonable and necessary cost of excavation to repair or replace the damaged line.
- 2. the reasonable and necessary cost to repair or replace outdoor property including, but not limited to trees, shrubs, plants, lawns, sidewalks and driveways damaged, replaced or excavated to make repairs to the line. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses incurred in respect of this vegetation.

For the purpose of the Water and Sewer Lines coverage, the following exclusions in your policy do not apply:

- 1. loss or damage caused by rust, corrosion, wet or dry rot, or condensation;
- 2. loss or damage caused by settling, expansion, contraction, moving, bulging or cracking;
- loss or damage caused by water;
- 4. loss or damage caused by wear and tear, inherent vice, latent defect or deterioration;
- 5. the cost of making good faulty material or workmanship.



#### **EXCLUSIONS**

We do not insure loss or damage arising directly or indirectly from:

- 1. a blockage or low pressure of the line;
- 2. treatment, removal, recovery or disposal of pollutants or hazardous material;
- 3. breakdown arising from the disconnection from or interruption to the utility main line.

Nor will we pay for loss or damage to a sewer line or water service line that:

- 1. runs through or under a body of water, including but not limited to a swimming pool, pond or lake;
- 2. is not connected and ready for use.

#### AMOUNT OF INSURANCE

The amount of insurance provided for Water and Sewer Lines is \$10,000. This is the maximum amount we will pay for loss or damage caused to Water and Sewer Lines.

The coverage available for Water Sewer Lines does not increase the amount of insurance set out in Section I of your policy.

#### **DEDUCTIBLE**

We will only pay the amount by which insured loss or damage exceeds the policy deductible shown on the Coverage Summary page.

#### **DEFINITIONS**

**Exterior Sewer Line** means the line or pipe that connects from the exterior of your dwelling to a public sewer system or private septic system.

Water Service Line means the line or pipe carrying fresh potable water that connects from the exterior of your dwelling to a public water supply system, private well system, and cistern or retention pond.

The exterior sewer line and the water service line must be located on the premises designated on the Coverage Summary page and the line(s) must be owned by you or you must be legally liable for the repair or replacement.

All other terms, conditions, provisions, definitions and exclusions of the policy to which this endorsement applies remain unchanged.