

## PROPERTY COVERAGE

# FLOOD ENDORSEMENT – ANNUAL AGGREGATE

This endorsement changes the policy. Please read it carefully.

Certain words and phrases in bold have special meaning as defined below or in the form to which this endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this form; these titles have only been inserted for ease of reading.

This endorsement applies to the Property Coverage of the policy and is subject to the terms, conditions, limitations and exclusions that are applicable to the Property Insurance Form to which this endorsement is attached.

### 1. INSURED PERIL

This insurance is extended to include **flood**.

### 2. LIMIT OF INSURANCE

The Insurer's total liability for any loss or damage caused directly by **flood** shall not exceed the Flood Aggregate Limit for a single policy period shown on the Declaration Page(s).

### 3. DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by **flood** exceeds the amount of the deductible specified on the Declaration Page(s) for this endorsement in any one **flood occurrence**.

### 4. EXCLUSIONS

This endorsement does not cover loss or damage caused directly or indirectly by any of the following perils, whether or not caused by or attributable to **flood**:

- 4.1. the backing up or overflow, within the area bounded by the bearing walls and foundations of the building described on the Declaration Page(s), of water from within sewers, sumps, septic tanks or drains;
- 4.2. 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;
- 4.3. fire, explosion, smoke, leakage from **fire protective equipment**, theft, riot, vandalism or **malicious acts**;
- 4.4. leakage from a **water main**.

### 5. DEFINITIONS

- 5.1. **Flood** means the breaking out or overflow of any natural or artificial body of water and includes **surface water**, waves, tides, tidal waves and tsunamis.
- 5.2. **Flood occurrence** means all flooding 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.
- 5.3. **Malicious acts** means all acts of a malicious nature, except theft or attempted theft.
- 5.4. **Riot** means includes open assemblies of strikers inside or outside the location who have quit work and of locked-out employees.
- 5.5. **Surface water** means water or natural precipitation temporarily diffused over the surface of the ground.
- 5.6. **Water main** means means piping of a public potable water distribution system exclusively.

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