## WATER DAMAGE

# **OVERLAND WATER COVERAGE**

This Endorsement Changes the Policy. Please Read It Carefully.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declaration Page(s). The words "we", "us" and "our" refer to the company providing this insurance.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form to which this Endorsement is attached. For the purpose of this Endorsement, the definitions contained herein supersede the definitions contained elsewhere within this Policy.

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 is attached to the residential form of the agricultural policy only and is subject to all terms, conditions, limitations and exclusions of such Form and applies to locations for which a specific mention is written in the Declaration Page(s).

## **INSURING AGREEMENT**

- 1. You are insured against direct physical loss or damage to your **dwelling**, your personal property (content) and your domestic outbuildings or detached private structures insured under this policy caused by the sudden or accidental:
  - 1.1.flood
  - 1.2. sewer backup, if flood directly or indirectly contributes concurrently or in any other sequence to the loss or damage;
  - 1.3. entrance of **surface water** that enters your **dwelling, domestic outbuildings** or detached private structures on your **premises** through a point at or above the surface of the ground;
  - 1.4. sewer backup, if surface water enters your dwelling, domestic outbuildings or detached private structures 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;
  - 1.5. Mass Evacuation Additional Living Expense incurred by you while access to your **dwelling, domestic outbuildings** or detached private structures or **premises** is prohibited by order of civil authority or Additional Living Expense and Fair Rental Value, as defined in your policy, provided the evacuation is a direct result of **flood**, except in Québec where the Additional Living Expense is already covered under your policy.

# **EXCLUSIONS**

#### We do not insure loss or damage:

- 1. Arising from flood when caused by waves, tide, tidal wave, tsunami, seiche or any water movement resulting from these events;
- 2. Caused by continuous or repeated discharge, seepage or overflow of water, whether or not you were aware of such discharge, seepage or overflow;
- 3. Caused by groundwater 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;

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 the amount shown on the Declaration Page(s) for Overland Water. 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 any amount of insurance set out in your policy.

# **DEDUCTIBLE**

We will only pay the amount by which insured loss or damage exceeds the Overland Water deductible shown on the Declaration Page(s).

# **DEFINITIONS**

For the purpose of this Endorsement:

- 1. Civil authority means any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a province and/or any person acting with authority under a Federal, Provincial, Municipal or Territorial legislation with respect to the protection of persons and property in the event of an emergency.
- 2. Flood includes, but not limited to dam breaks or the rising of, the breaking out or the overflow, of any body of water or watercourse, whether natural or man-made.
- 3. Groundwater means water in the soil beneath the surface of the ground, including but not limited to water in wells, underground streams and percolating water.
- 4. Surface water means water or natural precipitation temporarily diffused over the surface of the ground.

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