

**THIS IS A LEGAL CONTRACT  
--PLEASE READ THIS CAREFULLY--**

**INLAND FLOOD COVERAGE**

**Disclaimer - This endorsement does not satisfy mandatory flood insurance coverage should it be required by your federally regulated lender for your home mortgage or loan.**

This Inland Flood Coverage is added to Property Coverages in "your" policy; all other "terms" of the policy apply except as amended by this endorsement.

**SCHEDULE**

	<b>Per Occurrence Limit / Sublimit</b>	<b>Aggregate Limit / Sublimit</b>
<b>Inland Flood Limit:</b>		
<b>Property Coverage Sublimits*:</b>		
Basement Personal Property		
Additional Living Expense And Loss of Rent		
"Fungi", Wet or Dry Rot, or Bacteria		
<b>Deductible:</b>		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

\*Property Coverage Sublimits are part of, and not in addition to, the Inland Flood Limit.

**AGREEMENT**

"We" provide the insurance described in this endorsement in compliance with all "terms" (including but not limited to, Conditions, Definitions and Exclusions) of "your" policy, except as modified by this endorsement. This endorsement contains definitions, limitations, restrictions and other terms separate and distinct from the remainder of "your" policy.

This endorsement applies solely to the peril of "inland flood". For coverage to apply under this endorsement, the "flood occurrence" must commence during the policy period. Inland Flood Coverage is limited to Property Coverages as described below. Inland Flood Coverage does not extend to any other coverage provided by the policy or any coverage provided via endorsement to the policy, unless specifically described herein.

**DEFINITIONS**

For the purposes of the coverage provided by this endorsement, the following definitions are added:

- A.** "Basement" means any area of the "residence", including any sunken room, sunken portion of a room, garage or crawl space, having any side of its floor below ground level.
- B.** "Basement personal property" means personal property owned by "you", "your" household family members, guests or domestic employees when such property is located in the "basement" of the "residence".
- C.** "Direct physical loss by or from inland flood" means loss or damage to property covered on the "insured premises" directly caused by an "inland flood". There must be evidence of physical change to the property requiring repair or replacement.

- D. "Flood occurrence" means the sum of all "direct physical loss by or from inland flood" and all expenses covered under this endorsement arising from all instances of "inland flood" occurring during one consecutive 168 hour time period.
- E. "Fungi" means a fungus, including but not limited to mildew and mold; or a protest, including but not limited to algae and slime mold, or a chemical, matter, or compound produced or released by a bacterium, a mold, a fungus, or a protest, including but not limited to toxins, mycotoxins, neurotoxins, spores, scents, fragments, and metabolites such as microbial volatile organic compounds.
- F. "Information technology hazard" means losses arising, directly or indirectly, out of:
  - 1. Loss of, alteration of, or damage to; or
  - 2. A reduction in the functionality, availability or operation ofa computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the policyholder or not.
- G. "Inland flood" means a general and temporary condition of partial or complete inundation of normally dry land area resulting from:
  - 1. Overflow of inland waters;
  - 2. An unusual and rapid accumulation or runoff of surface waters from any source including but not limited to rainfall and ice melt; or
  - 3. "mudflow"."inland flood" does not mean or include tidal wave or tsunami.
- H. "Mudflow" means a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. "Mudflow" does not mean or include other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope.
- I. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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**PROPERTY COVERAGES**

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For the purposes of the coverage provided by this endorsement, the following coverages are added, subject to the **limits** and sublimits indicated in the SCHEDULE:

**A. Residence**

"We" cover against "direct physical loss by or from inland flood" to the "residence" on the "insured premises", including structures attached to the "residence".

**B. Related Private Structures**

"We" cover against "direct physical loss by or from inland flood" to related private structures on the "insured premises" set apart from the "residence" by clear space.

**C. Personal Property**

**1. Basement Personal Property**

"We" cover against "direct physical loss by or from inland flood" to "basement personal property".

**2. Other Personal Property**

"We" cover against "direct physical loss by or from inland flood" to covered personal property, other than "basement personal property", located at the "insured premises" at the time of the "flood occurrence".

**D. Additional Living Costs And Loss Of Rent**

**1. Additional Living Costs**

If a "direct physical loss by or from inland flood" makes that part of the "insured premises" where "you" reside not fit to live in, "we" cover any necessary increase in living expenses incurred by "you" so that "your" household can maintain its normal standard of living.

**2. Loss of Rent**

If a "direct physical loss by or from inland flood" makes that part of the "insured premises" rented to others or held for rental by "you" not fit to live in, "we" cover the Loss of Rent of such location less any expenses that do not continue while it is not fit to live in.

The sublimit shown in the SCHEDULE for Additional Living Costs And Loss of Rent is the total sublimit provided for this coverage **D**.

Payment for Additional Living Costs And Loss of Rent will be for the shortest time required to repair or replace the damage. The periods of time under **1. Additional Living Costs** and **2. Loss of Rent** are not limited by expiration of this policy.

**E. Debris Removal**

"We" pay the reasonable expense to remove any owned and non-owned debris from the "insured premises" if caused by a "direct physical loss by or from inland flood". This coverage does not increase the limit of liability that applies to the covered property.

**F. Property Removed to Safety**

"We" insure against "direct physical loss by or from inland flood" to covered property removed from a "insured premises" endangered by a "flood occurrence". "We" will also pay for the reasonable expenses "you" incur to move covered property to safety. The personal property that is moved must be placed in a fully enclosed structure or otherwise reasonably protected from the elements. This coverage shall only apply for the first 30 days from the date such property is removed from the "insured premises". This coverage does not increase the limit of liability that applies to the covered property.

**G. Fungi, Wet Or Dry Rot, Or Bacteria**

- 1.** The amount shown in the Schedule for Fungi, Wet or Dry Rot, Or Bacteria is the most "we" will pay for:
  - a.** The total of all loss payable under this endorsement caused by "fungi", wet or dry rot, or bacteria;
  - b.** The cost to remove "fungi", wet or dry rot, or bacteria from property covered under this endorsement;
  - c.** The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and
  - d.** The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.
- 2.** The coverage described in Paragraph **G.1.** above only applies when such loss or costs are a result of a "flood occurrence" that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the "flood occurrence" occurred.

3. The amount shown in the Schedule for this coverage is the most "we" will pay for the total of all loss or costs payable under this "Fungi", Wet or Dry Rot, or Bacteria Coverage regardless of the number of locations insured under this endorsement; or number of claims made.
4. If there is covered loss or damage to covered property, not caused, in whole or in part, by "Fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this "Fungi", Wet or Dry Rot, or Bacteria Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this "Fungi", Wet or Dry Rot, or Bacteria Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

"We" do not cover land, including land on which the "residence" or related private structures are located.

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### **PROPERTY NOT COVERED**

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For the purposes of the coverage provided by this endorsement, the following applies as Property Not Covered:

"We" do not cover:

- A. Personal property outside those portions of the "insured premises" not fully enclosed;
- B. Any structure or personal property located entirely in, on, or over water;
- C. Open structures, boathouses or any structure into which boats are floated;
- D. Vehicles or recreational vehicles, whether stationary and permanently installed at the "insured premises" or on wheels, and whether or not licensed for road use;
- E. Lawns, trees, shrubs, plants, growing crops, or animals;
- F. Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers;
- G. Underground structures and equipment, including but not limited to, private water wells, septic tanks and septic systems;
- H. Those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the "insured premises";
- I. Containers, and related equipment, including but not limited to, tanks containing gases or liquids;
- J. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
- K. Aircraft or watercraft, or their furnishings and equipment;
- L. Hot tubs and spas which are not bathroom fixtures, and swimming pools and their equipment, including but not limited to, heaters, filters, pumps, and pipes, wherever located;
- M. Barns or other structures designed or used for farming; and
- N. Farm personal property.

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### **EXCLUSIONS**

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For the purposes of the coverage provided by this endorsement, all exclusions in "your" policy apply except as modified below and to the extent coverage is specifically provided by this endorsement. Additional exclusions apply specifically to the coverages provided by this endorsement.

- A. "We" do not pay for:
  1. Loss of revenue or profits;
  2. Loss from interruption of business or production;
  3. The increased costs "you" incur arising from the enforcement of any ordinance or law which requires or regulates construction, demolition, renovation or repair of that part of a covered building or other structure, when that building or other structure sustains physical loss by or from an "inland flood";

4. The costs to comply with an ordinance or law which requires "you" to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants" in or on any covered building or other structure.
  5. Loss to a sump, sump pump, or related equipment caused by mechanical breakdown.
- B. "We" do not insure loss, damage or expense directly or indirectly caused by a "flood occurrence" already in progress at the date and time coverage under this endorsement becomes effective.
- C. "We" do not insure loss, damage or expense caused by earth movement even if the earth movement is caused by a "flood occurrence". As used in this exclusion, earth movement includes, but is not limited to:
1. Earthquake;
  2. Landslide;
  3. Land subsidence;
  4. Sinkholes;
  5. The pressure or weight of water;
  6. Destabilization or movement of land resulting from accumulation of water in subsurface land areas; or
  7. Gradual erosion.
- D. "We" do not insure for loss, damage or expense caused by "fungi", wet or dry rot, or bacteria. "Fungi", wet or dry rot, or bacteria damage includes, but is not limited to, contamination by "fungi", wet or dry rot, or bacteria, including any spores or toxins created or produced by or emanating from such "fungi", wet or dry rot, or bacteria. This exclusion does not apply to the extent that coverage is provided for in **PROPERTY COVERAGES, G. Fungi, Wet or Dry Rot, or Bacteria** with respect to loss caused by a "flood occurrence".
- E. "We" do not insure for loss, damage or expense caused directly or indirectly by:
1. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment;
  2. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through the "insured premises";
  3. The pressure or weight of ice or water;
  4. Freezing or thawing;
  5. Theft, fire, explosion, wind, or windstorm; or
  6. Power, heating, or cooling failure;
- unless the damage is the direct result of "inland flood" and there is evidence of "inland flood" on the exterior of the "insured premises".
- F. "We" do not insure for loss, damage or expense caused directly or indirectly by "information technology hazard".
- G. "We" do not insure for "direct physical loss by or from inland flood" to any "insured premises" or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.

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## LIMITS

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For the purposes of the coverage provided by this endorsement, only the following Limits provisions apply:

A "flood occurrence" may begin in one policy period but cause "direct physical loss by or from inland flood" in one or more subsequent policy periods. If so, all covered "direct physical loss by or from inland flood" arising from such a "flood occurrence" will be subject to the Aggregate Limit/Sublimit(s) Per Policy Period applicable to the policy period when the "flood occurrence" began.

### A. Inland Flood Limits

Inland Flood Limits are part of, and not in addition to, the applicable "limits" under "your" policy.

**1. Inland Flood Per Occurrence Limit**

The most "we" pay for "direct physical loss by or from inland flood" arising from any one "flood occurrence" is the amount shown as the Inland Flood Per Occurrence Limit indicated in the SCHEDULE.

**2. Inland Flood Aggregate Limit Per Policy Period**

The most "we" pay for "direct physical loss by or from inland flood" arising from all "flood occurrences" during any one policy period is the Inland Flood Aggregate Limit Per Policy Period indicated in the SCHEDULE. The Inland Flood Aggregate Limit Per Policy Period applies regardless of the number of "flood occurrences" during that policy period.

**B. Property Coverage Sublimits**

Property Coverage Sublimits are part of, and not in addition to, the Inland Flood Limits shown in the SCHEDULE.

**1. Property Coverage Per Occurrence Sublimits**

The most "we" pay for "direct physical loss by or from inland flood" for any coverage subject to a sublimit in the SCHEDULE, arising from any one "flood occurrence", is the Per Occurrence amount indicated for that Property Coverage in the SCHEDULE.

**2. Property Coverage Aggregate Sublimit Per Policy Period**

The most "we" pay for "direct physical loss by or from inland flood" for any coverage subject to a sublimit in the SCHEDULE, arising from all "flood occurrences" during any one policy period is the Aggregate Sublimit Per Policy Period amount indicated in the SCHEDULE. The Property Coverage Aggregate Sublimit Per Policy Period applies regardless of the number of "flood occurrences" during that policy period.

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**DEDUCTIBLE**

For the purposes of the coverage provided by this endorsement, only the following Deductible provision applies:

"We" pay only that part of the loss, damage or expense arising from any one "flood occurrence" that exceeds the Deductible amount indicated in the SCHEDULE. No other deductible applies to this coverage.

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**OTHER INSURANCE**

For the purposes of the coverage provided by this endorsement, the Other Insurance provision in the coverage form is replaced by the following:

If there is other insurance, including but not limited to any insurance provided under the National Flood Insurance Program, covering the same "direct physical loss by or from inland flood" for which coverage is also provided under this endorsement, "we" pay under this endorsement only the amount of covered "direct physical loss by or from inland flood" in excess of the amount due from the other insurance, whether "you" can collect it or not. In no event will "we" pay more than the applicable "limits" indicated in the SCHEDULE.