

WATER EXCLUSION ENDORSEMENT

1. When this policy includes form FL-502 or FL-2, the last paragraph of Accidental Discharge or Overflow of Liquids or Steam under Perils Insured Against in that form is deleted and replaced by the following. When this policy includes form FL-3, the last paragraph of Accidental Discharge or Overflow of Liquids or Steam under Perils Insured Against, Coverage C -- Personal Property in that form is deleted and replaced by the following:

In this peril, plumbing systems and domestic appliances do not include sumps, sump pumps, or related equipment; any other type of system designed to remove subsurface water which is drained from the foundation area; or roof drains, gutters, downspouts, or like equipment.

Under Exclusions That Apply To Property Coverages, a.2) and c. of the Water exclusion that apply to surface water and water below the surface of the ground do not apply with respect to loss by water covered under this peril.

2. When this policy includes form FL-3, Seepage or Leakage under Perils Insured Against, Coverage A -- Residence and Coverage B -- Related Private Structures, Exclusions Applying to Coverages A and B in that form is deleted and replaced by the following:

Seepage or Leakage -- "We" do not pay for loss caused by repeated or continuous seepage or leakage of liquids or steam from within a plumbing, heating, air-conditioning, or automatic sprinkler system; water heater; or domestic appliance.

Except as provided above, "we" pay for loss caused by the accidental leakage, overflow, or discharge of liquids or steam from a plumbing, heating, air-conditioning, or automatic sprinkler system; water heater; or domestic appliance on the "insured premises". With respect to this exception, plumbing systems and domestic appliances do not include sumps, sump pumps, or related equipment; any other type of system designed to remove subsurface water which is drained from the foundation area; or roof drains, gutters, downspouts, or like equipment.

When loss is caused by the accidental leakage, overflow, or discharge of liquids or steam from a plumbing, heating, air-conditioning, or automatic sprinkler system; water heater; or domestic appliance on the "insured premises", "we" also pay the reasonable cost of removing and replacing those parts of the building or mobile home needed to repair the system, heater, or appliance. "We" do not pay for loss to the system, heater, or appliance from which the liquid or steam escapes.

Under Exclusions That Apply To Property Coverages, a.2) and c. of the Water exclusion that apply to surface water and water below the surface of the ground do not apply with respect to loss by water covered under this exception.

3. When this policy includes form FL-1, FL-502, FL-2, and or FL-3, the following is added to the first paragraph under General Exclusions in the form(s). When this policy includes form FL-6, the following is also added under General Exclusions -- Coverages E, F, And G in that form:

These exclusions apply whether or not an extensive area suffers damage from or is affected by the excluded cause or event.

4. When this policy includes form FL-1, FL-502, FL-2, and or FL-3, Water Damage under General Exclusions in the form(s) is deleted and replaced by the following. When this policy includes form FL-6, Water Damage under General Exclusions -- Coverages E, F, And G in that form is also deleted and replaced by the following:

Water

- a. "We" do not pay for loss caused by:

- 1) flood;
- 2) surface water;
- 3) waves, including but not limited to tidal wave and tsunami;
- 4) tides;
- 5) tidal water;
- 6) overflow of any body of water; or
- 7) spray from 1) through 6) above;

whether driven by wind or not.

This includes, but is not limited to, tidal surge, storm surge, and storm tide.

- b. "We" do not pay for loss caused by water that:

- 1) backs up through sewers or drains; or
- 2) overflows or otherwise discharges from:
 - a) a sump, sump pump, or related equipment; or
 - b) any other type of system designed to remove subsurface water which is drained from the foundation area.

- c. "We" do not pay for loss caused by water below the surface of the ground. This includes, but is not limited to, water that exerts pressure on, or seeps, leaks, or flows through or into, a building, sidewalk, driveway, patio, foundation, swimming pool, or other structure.

- d. "We" do not pay for loss caused by matter present in or carried or otherwise moved by water described in a. through c. above.

- e. The exclusions set forth in a. through d. above:

- 1) apply regardless of the cause of the excluded event, whether or not such cause is an act of nature; and
- 2) apply to, but are not limited to, water and matter present in or carried or otherwise moved by water, whether driven by wind or not, that:

- a) overtops;
- b) escapes from;
- c) is released from; or
- d) is otherwise discharged from;

a dam, levee, dike, floodgate, or other device or feature designed or used to retain, contain, or control water.

- f. "We" do pay for direct loss to covered property caused by fire or explosion (other than volcanic explosion) resulting from an event excluded in a. through d. above.

- g. These exclusions do not apply to loss caused by theft that is otherwise covered by this policy.

5. When this policy includes endorsement FL-33, Seepage or Leakage under Exclusions Applying To Coverages A and B in that endorsement is deleted and replaced by the following. When this policy includes endorsement FO-362, Seepage or Leakage under Exclusions Applying To Coverage E in that endorsement is deleted and replaced by the following:

Seepage or Leakage -- "We" do not pay for loss caused by repeated or continuous seepage or leakage of liquids or steam from within a plumbing, heating, air-conditioning, or automatic sprinkler system; water heater; or domestic appliance.

Except as provided above, "we" pay for loss caused by the accidental leakage, overflow, or discharge of liquids or steam from a plumbing, heating, air-conditioning, or automatic sprinkler system; water heater; or domestic appliance on the "insured premises". With respect to this exception, plumbing systems and domestic appliances do not include sumps, sump pumps, or related equipment; any other type of system designed to remove subsurface water which is drained from the foundation area; or roof drains, gutters, downspouts, or like equipment.

When loss is caused by the accidental leakage, overflow, or discharge of liquids or steam from a plumbing, heating, air-conditioning, or automatic sprinkler system; water heater; or domestic appliance on the "insured premises", "we" also pay the reasonable cost of removing and replacing those parts of the building necessary to make repairs. "We" do not pay for loss to the system, heater, or appliance from which the liquid or steam escapes.

Under General Exclusions, a.2) and c. of the Water exclusion that apply to surface water and water below the surface of the ground do not apply with respect to loss by water covered under this exception.

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