

# Water Ingress Exclusion

**Policy No.:** \_\_\_\_\_ **Effective Date:** \_\_\_\_\_

Attaching to and forming part of Commercial General Liability Form.

It is hereby agreed that this Policy shall not apply to any liability which actually or allegedly, in whole or in part, directly or indirectly arises out of, results from, is connected to, is aggravated by, is based upon or is attributable to, Water Ingress where the project, building or structure so affected did not incorporate Rain Screen Technology.

It is further agreed that:

- a. this exclusion shall apply notwithstanding there are perils other than Water Ingress which may have actually or allegedly, in whole or in part, directly or indirectly, contributed concurrently or consecutively or in any sequence to a loss;
- b. the Insurer shall have no duty to indemnify the insured for any claim that in fact, whether in whole or in part, directly or indirectly, arises out of, results from, is connected to, is aggravated by, is based upon or is attributable to Water Ingress notwithstanding the claim is not alleged or pleaded so as to include any allegation of Water Ingress;
- c. the Insurer shall have the right to adduce evidence extrinsic to the pleadings in any action, application or petition for coverage brought by an Insured where that extrinsic evidence is relevant to prove Water Ingress in fact;
- d. for the purpose of this endorsement the following shall apply:
  - 1) "Rain Screen Technology" means a building or structure constructed to control rain penetration which design relies on deflection of the majority of water at the exterior cladding but also incorporates a cavity, not less than 1/4 inch in depth, that provides a drainage path for water that penetrates past the exterior cladding.
  - 2) "Water Ingress" includes but is not limited to the actual, alleged, threatened or possible infiltration, migration, presence, accumulation, condensation or dispersal of water or moisture on, in, or into the project, building or structure or any components or contents thereof.
  - 3) "Project, building or structure" shall be deemed to not include detached single-family dwellings.

Nothing herein contained shall be held to vary, alter, waive or extend any of the statements, agreements, exclusions or conditions of the Policy other than stated above.