

Intact Insurance Company (The Company/Insurer)

# Earthquake Damage Assumption Endorsement

# Agreement

If you have purchased this optional coverage your coverage is extended to include loss or damage caused directly by the peril of earthquake.

## Definitions

Earthquake includes snowslide, landslide, or other earth movements occurring concurrently with and resulting from an earthquake shock. Earthquake occurrence means all earthquake shocks which occur within 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.

# Exclusions

We do not insure loss or damage caused directly or indirectly by any of the following perils caused by or attributable to earthquake: theft, flood of any nature, waves, tidal waves, tsunamis, high water, the breaking out or overflow of any natural or artificial body of water, waterborne objects or ice. We are only responsible for loss or damage to the property caused by wind, hail, rain or snow entering the building through openings in the roof or walls as the direct result of an earthquake.

#### Single Amount of Insurance

The Single Amount of Insurance, if provided in your policy, is not applicable to loss or damage resulting from the peril of earthquake. For the purposes of this endorsement, the single amount of insurance is hereby deleted in its entirety.

## **Guaranteed Replacement Cost**

If your policy provides Guaranteed Replacement Cost on Coverage A – Dwelling Building, its application to settlement of a claim for loss or damage resulting from an earthquake is modified as follows:

- the amount we will pay shall be limited to a maximum of 125% of the amount of insurance shown on the Coverage Summary page for Coverage A Dwelling Building; and
- the requirement that you replace the building on the same site is hereby removed.

## Deductible

Your deductible for loss or damage caused by earthquake will be an amount equal to the percentage shown on the Coverage Summary page, of the amount of insurance for this endorsement. This deductible shall apply to all loss payable under Coverage A – Dwelling Building, Coverage B – Additional Buildings and Coverage C – Personal Property, in any one earthquake occurrence.

Your deductible applies regardless of the amount of loss.

The deductible waiver clause in the policy does not apply to loss or damage resulting from the peril of earthquake. We pay only the amount by which the loss or damage exceeds the applicable deductible amount in any one earthquake occurrence.

### **Unit Additional Protection Special Limit of Insurance**

(Applicable to Condominium Unit Owners Comprehensive Form and Rented Condominium Form)

If your policy contains Unit Additional Protection coverage, such coverage is, hereby, made subject to the below Special Limit of Insurance.

The most we will pay under the Unit Additional Protection coverage for insured loss or damage caused by earthquake in any one earthquake occurrence is \$10,000, or 25% of the amount of insurance shown on the Coverage Summary page for Personal Property, whichever is greater. This limit applies only to the amount of loss exceeding the applicable deductible.

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