

## PROPERTY COVERAGE

# EARTHQUAKE SHOCK ENDORSEMENT – ANNUAL AGGREGATE

This endorsement changes the policy. Please read it carefully.

Certain words and phrases in bold font have special meaning as defined below or in the form to which this endorsement is attached.

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 applies to the Property Coverage of the policy and is subject to the terms, conditions, limitations and exclusions that are applicable to the Property Insurance Form to which this endorsement is attached.

### 1. INSURED PERIL

This insurance is extended to include **earthquake**.

### 2. LIMIT OF INSURANCE

The Insurer's total liability for any loss or damage caused directly by earthquake shall not exceed the Earthquake Aggregate Limit for a single policy period shown on the Declaration Page(s).

### 3. DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by **earthquake** exceeds the amount of the deductible specified on the Declaration Page(s) for this endorsement in any **earthquake occurrence**.

If a percentage deductible is specified, the amount of the deductible shall be that percentage of the actual cash value (or for those items subject to replacement cost, the replacement cost) of the insured property or Insured's interest at each and every location which suffers an **earthquake** loss.

If both a dollar amount deductible and a percentage deductible are specified on the Declaration Page(s), whichever deductible is greater shall apply.

In the case only of Builders Risk insurance, the amount of the deductible shall be that percentage of total insured values existing at the time of an **earthquake occurrence**.

This deductible clause supersedes the provisions of any other deductible clause stated elsewhere in the policy.

### 4. EXCLUSIONS

This endorsement does not cover loss or damage caused directly or indirectly by any of the following perils, whether or not caused by or attributable to **earthquake**:

- 4.1. fire, explosion, or smoke;
- 4.2. leakage from **fire protective equipment**;
- 4.3. theft, vandalism, or **malicious acts**;
- 4.4. flood, including **surface water**, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water, waterborne objects or ice.

### 5. DEFINITIONS

- 5.1. **Earthquake** includes snowslide, landslide, or other earth movements occurring concurrently with and directly resulting from an earthquake shock.
- 5.2. **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.
- 5.3. **Malicious acts** means all acts of a malicious nature, except theft or attempted theft
- 5.4. **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.