

Form #EQ002 (Rev. February 17, 2004)
Earthquake Endorsement

IT IS HEREBY AGREED THAT:

The exclusion of the peril of earthquake is deleted and this insurance is hereby extended to include loss or damage caused directly by the peril of earthquake subject to the following conditions:

1. EARTHQUAKE

For the purpose of this endorsement, earthquake shall include snow slide, landslide, or other earth movements occurring concurrently with and directly resulting from an earthquake shock.

Each loss caused by earthquake shall constitute a single claim hereunder, provided that more than one earthquake shock occurring within a period of one hundred and sixty eight consecutive hours during the term of this policy shall be deemed a single earthquake within the meaning hereof.

Notwithstanding the foregoing, this Insurer shall not be liable for any loss or damage caused by any earthquake shock occurring before this endorsement becomes effective nor for any loss or damage caused by any earthquake shock occurring after the expiration of this policy.

2. DEDUCTIBLE CLAUSE

The Insurer is liable for the amount by which loss or damage caused by earthquake exceeds in any one occurrence the amount of the deductible specified in the Declarations. 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 a replacement cost endorsement, the replacement cost) of the insured property or interest. In Builders Risk policies, the percentage shall be applied to "replacement cost" and not to actual cash value.

3. EXCLUSIONS

This endorsement does not cover loss or damage caused directly or indirectly by any of the following perils whether or caused by or attributable to earthquake: fire, explosion, smoke, leakage from fire protective equipment, theft, vandalism and malicious acts, flood of any nature, waves, tidal waves, high water, waterborne objects or ice.

4. EXTENSIONS OF COVERAGE

The Insurer shall be liable for loss or damage to the property insured, caused by wind, hail, rain or snow entering a building through an opening in the roof or walls directly resulting from earthquake.

5. PRO RATA CLAUSE

The Insurer shall only be liable for that proportion of a loss payable under this endorsement which the amount insured bears to the total amount of insurance covering the peril of fire on the same property. If the policy covers two or more items, this provision shall apply to each item separately.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.