

Form # EQ801 (Rev. Aug 29, 2012)
Earthquake Endorsement

THIS FORM IS ATTACHED TO AND MUST BE READ TOGETHER WITH THE COMMERCIAL BUILDING, EQUIPMENT & STOCK BROAD FORM POLICY.

THIS FORM ONLY APPLIES IF INDICATED "COVERED" AND LIMITS SHOWN ON THE DECLARATIONS PAGE(S).

This form is attached to the Building, Equipment & Stock Broad Form Wording.

This insurance is hereby extended to include loss or damage caused directly by the peril of earthquake subject to the following conditions:

EARTHQUAKE

For the purpose of this endorsement, earthquake shall include snowslide, 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 any one hundred and sixty-eight (168) hours during the term of this policy shall be deemed a single earthquake within the meaning hereof. Notwithstanding the foregoing, the 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.

DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by earthquake exceeds the amount of the deductible specified in the Declarations for Earthquake in any one occurrence. If a percentage 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, subject to a minimum dollar deductible if specified in the Declarations.

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: fire, explosion, smoke, leakage from fire protective equipment, theft, riot, vandalism or malicious acts, flood of any nature, waves, tides, tidal waves, high water, waterborne objects or ice.

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 an earthquake.

ANNUAL AGGREGATE LIMIT

If an Annual Aggregate Limit is specified in the Declarations with respect to this endorsement, the said limit is the maximum payable by the Insurer in each "annual period".

DEFINITIONS

"Annual period" means each consecutive period of one year commencing from the inception date of this policy, or if the last consecutive period is less than twelve (12) months, such period of less than twelve (12) months.

PRO RATA CLAUSE

The Insurer shall only be liable for that proportion of a loss payable under this endorsement which the amount insured hereunder 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.

EXCEPT AS OTHERWISE PROVIDED IN THIS FORM ALL TERMS, PROVISIONS AND CONDITIONS OF THE POLICY SHALL HAVE FULL FORCE AND EFFECT.