Basic Earthquake Extension for Unit Owners or Tenants - California

*This endorsement changes the policy. Please read it carefully.*

All provisions and conditions of the policy apply unless they are changed by this endorsement.

In consideration of the additional premium charge, the following applies to direct physical loss or damage caused by earthquake:

**SCHEDULE**

This Endorsement is applicable to the following location:

<Location.>
<Location.>
<Location.>

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contents</td>
<td>$&lt;xxxxxx&gt;</td>
</tr>
<tr>
<td>Loss of Use</td>
<td>$1,500</td>
</tr>
<tr>
<td>Increased Limits Loss of Use</td>
<td>$&lt;xxxxxxx&gt; per month for a maximum of twenty four (24) months</td>
</tr>
</tbody>
</table>

The coverage limits listed above are part of the coverage amounts shown for that location on the Declarations and do not increase them.

| Earthquake Deductible | $<xxxxxxx> per covered loss |

UNLESS ENDORSEMENT PHVH-077-CA IS SHOWN ON THE DECLARATIONS TO THIS POLICY FOR THIS LOCATION THE FOLLOWING APPLIES:

**IMPORTANT EXCLUSION FROM YOUR EARTHQUAKE COVERAGE:** YOUR HOMEOWNERS POLICY PROVIDES NO BENEFITS OR COVERAGE FOR LOSS ASSESSMENTS WHICH YOUR HOMEOWNERS ASSOCIATION MAY CHARGE TO YOU FOR EARTHQUAKE DAMAGE TO COMMON AREAS AND/OR OTHER ASSOCIATION PROPERTY.
SECTION I – DEFINITIONS

The Definition of contents is replaced by the following:

Contents

Contents means:

a. Personal property you or a family member possess;

b. Improvements, betterments, installations or fixtures that you paid for or acquired along with the residence premises; and

c. All property located within the boundaries of your unit which is your insurance responsibility under a corporation or association of property owners agreement.

The following definition is added:

Hardscape

Hardscape means inanimate elements of landscaping. Hardscape includes but is not limited to the following:

a. Outdoor fixtures – playground equipment, light posts, barbecues, gazebos or trellises;

b. Swimming pools, spas, and hot tubs, including the tile attached to the pool, spa or hot tub to a deck, whirlpool baths and pools such as fish ponds and decorative pools, including all concrete stone, tile or similar decking material and all related equipment;

c. Docks, piers, pilings, bulkheads and wharves that are not integral to the structure of the residence premises;

d. Walkways and patios that are not necessary for regular entry to or exit from the residence premises;

e. Driveways;

f. Fences or retaining walls that are not integral to the structure of the residence premises; or

g. Awnings or patio coverings, whether or not attached or otherwise connected to the residence.

SECTION II – PROPERTY COVERAGE

A. Perils Insured Against is replaced by the following:

A. Peril Insured Against

We insure against direct physical loss or damage to your contents caused by earthquake that occurs during the policy period, unless otherwise stated or an exclusion applies.

B. Coverage and Loss Settlement, 4. Contents is replaced by the following:
4. Contents
The most we will pay for a covered loss to contents due to earthquake is the lesser of the amount required to repair or replace the contents with like kind and quality without application of depreciation up to the amount of coverage for contents shown in this Schedule. However, if the contents are obsolete or unusable as a result of their age or condition, depreciation will be applied.

The amount of coverage for contents depends on where the loss occurs. For a covered loss to contents that occurs;
   a. At the residence premises listed in this Schedule, we will pay up to the coverage limit in this Schedule for contents for each covered loss due to earthquake;

   b. At a residence that an insured owns or lives in that is insured under another policy, we will not pay any amount under this policy; or

   c. Within thirty (30) days after you begin to move property into a newly acquired residence not listed in the Schedule, 10% of the contents limit in the Schedule applies. After thirty (30) days, we will pay nothing for contents unless coverage is requested by you and extended by us.

We will pay no more than the actual cash value of the damage until actual repair or replacement is completed. You may disregard the replacement cost loss settlement provisions and make a claim under this policy for loss or damage to property on an actual cash value basis. You may then make a claim within 180 days after loss for any additional loss according to the loss settlement provisions. Once actual repair or replacement is completed, we will settle the loss on a replacement cost basis unless another provision applies.

If at anytime during the policy period:
   a. You are newly constructing your residence premises;
   b. You are constructing additions, alterations or renovations to your residence premises and as a result have temporarily vacated the residence premises; or
   c. You are constructing additions, alterations or renovations to your residence premises and the cost will exceed 10% of the contents limit listed in this Schedule;

then the most we will pay for a covered loss due to earthquake is the lesser of the amount required to repair the damage or the full cost to replace the contents less depreciation, but not to exceed the coverage limit listed in this Schedule. We will pay this amount whether or not you actually repair or rebuild. You must still maintain at least the amount of coverage for your contents as previously agreed to, including any
adjustments we make based on appraisals or revaluations. This will remain the loss settlement provision until all construction is completed, and you and we agree on the amount of coverage for your contents.

B. Coverage and Loss Settlement, 5. Deductible is amended as follows:

The Waiver of Deductible provision is deleted and does not apply.

B. Coverage and Loss Settlement, 6. Special Limits of Liability for Contents is replaced by the following:

6. Special Coverage Limits for Contents
These limits do not increase the amount of coverage for your contents. The special limit shown for each category below is the most we will pay for each covered loss to contents in that category.
   a. Money, bank notes, bullion, gold other than gold ware, silver other than silver ware, platinum - $1,500.
   b. Watercraft, including their trailers, furnishings, equipment and outboard engines or motors - $2,000.
   c. Trailers not used with watercraft - $3,000.
   d. Grave markers - $1,000.
   e. Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, negotiable papers, passports, tickets - $5,000.
   f. Jewelry, watches, precious stones or semi precious stones, whether set or unset, china, glassware, porcelain or ceramic items and artwork, including but not limited to items such as: statuary, antiques, musical instruments, collectibles, paintings, wine, sculpture, planters; murals; stained or leaded glass; mirrors; chandeliers; mosaics, carvings, inlays, reliefs, and fountains, aquariums and their systems - $2,500.

B. Coverage and Loss Settlement, 7. Loss of Use is replaced by the following:

7. Loss of Use
The coverage limit shown on the Schedule for Loss of Use is the most we will pay under all of parts a., b. and c. described below at the time of the covered loss. This is the most we will pay in the aggregate for each covered earthquake loss. Your earthquake deductible does not apply to these coverages unless otherwise stated.

If a covered loss makes the residence premises not fit to live in, we cover the following:
   a. Additional Living Expense:
(1) If the **residence premises** is your primary residence, we will pay the necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living; or

(2) If the **residence premises** is not your primary residence, we will pay the necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living for those periods of time that you had planned to use, or customarily use, the residence.

We cover this increase for the shortest reasonable amount of time required to restore your **residence premises** to a habitable condition, or if you permanently relocate, the shortest reasonable amount of time required for your household to settle elsewhere. This time period is not limited by the expiration of this policy.

b. Fair Rental Value

The amount of rent shown on a signed lease agreement less any expenses that do not continue while the **residence premises** is not fit to live in.

Payment will be for the shortest reasonable time required to restore your **residence premises** to a habitable condition. This time period is not limited by the expiration of this policy.

c. Civil Authority

If a civil authority forces you to evacuate your **residence premises** or a civil authority prohibits or denies access to a covered location as a result of direct or indirect loss caused by earthquake, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household’s normal standard of living for up to thirty (30) days. We also cover any loss in fair rental value for up to thirty (30) days if your **residence premises** is rented to others for residential purposes.

C. Additional Coverages

The coverages shown below reduce the limits shown for that location on the Schedule unless otherwise indicated. Your earthquake deductible applies to these coverages unless otherwise indicated. These coverages are subject to Special Limits of Liability and Exclusions. Exclusions are defined in Section D.

C. Additional Coverages

5. Debris Removal
We will pay for your reasonable costs incurred for removal of debris that results from a covered earthquake loss and of the property that caused the covered earthquake loss. We will pay up to the contents limit shown in this Schedule at the time of a covered loss. We will also pay up to $500 to remove a tree from the residence premises felled by earthquake; or a neighbor’s tree felled by an earthquake provided the tree(s) damaged covered contents. The $500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

C. Additional Coverages, 19. Rebuilding to Code is replaced by the following:

19 Rebuilding to Code
We will pay up to $10,000 of the limit listed on this Schedule for your contents for costs you incur to bring your contents that meet paragraphs b. and c. of the Definition of contents up to local residential building code standards, as required by your local government as a part of the reconstruction permit process after a covered earthquake. This coverage does not apply to any assessments incurred as a result of a covered earthquake loss.

C. Additional Coverages is revised by deleting the following:

1. Loss Assessment
4. Data Replacement
6. Ensuing Fungi or Bacteria
7. Fire Department Service Charge
8. Food Spoilage
11. Landscaping
12. Lock Replacement
13. Loss by Domestic Animals
22. Loss Mitigation Measures
23. Environmentally Friendly Upgrades
24. Tree Removal
25. Pet Injury

D. Exclusions, 6. Earth Movement is revised by adding the following:

6. Earth Movement
This exclusion does not apply to coverage provided by this Earthquake Extension Endorsement.

D. Exclusions, 8. Fungi, Wet or Dry Rot, or Bacteria is replaced by the following:

8. Fungi, Wet or Dry Rot, or Bacteria
We do not cover any loss caused by the presence, growth, proliferation, spread or any activity of fungi, wet or dry rot, or bacteria. This includes the cost to test for, monitor, clean up, move, remediate, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of fungi, wet or dry rot, or bacteria.

D. Exclusions, is revised by adding the following:

25. Landscaping
   We do not cover any loss to landscaping.

26. Hardscape
   We do not cover any loss to hardscape.

27. Masonry
   We do not cover masonry, including any type of brick, stone, block or other similar material. However, we do cover load-bearing walls necessary for the structural integrity of the residence premises constructed completely of masonry, stucco, masonry chimneys or foundations that are part of the residence premises. If there is a covered loss to a masonry chimney, we will pay for the replacement of the damaged masonry chimney with a non-masonry earthquake resistance chimney in accordance with minimum building code requirements. Any amount we pay for these items reduces the limit of insurance that applies to the covered property.

All other provisions of this policy apply.