Basic Earthquake Extension for Dwellings - 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>Dwelling</td>
<td>$&lt;xxxxxxx&gt;</td>
</tr>
<tr>
<td>Contents</td>
<td>$&lt;xxxxxxx&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 personal property you or a family member own or possess.

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 decks, tile or similar decking material and all related equipment;

c. Docks, piers, piling, 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;

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 dwelling and contents caused by earthquake that occurs during the policy period, unless otherwise stated or an exclusion applies.

B. Coverage and Loss Settlement, 1. Dwelling is replaced by the following:

1. Dwelling

For a covered loss caused by earthquake, we will pay the reconstruction cost for your dwelling up to the coverage limit shown on the Schedule.
B. **Coverage and Loss Settlement, 2. Other Structures** is deleted and does not apply.

B. **Coverage and Loss Settlement, 3. Dwelling or Other Structures under Construction** is revised as follows:

All references to other structures and the word “or” that precedes them are deleted.

B. **Coverage and Loss Settlement, 4. Contents** is replaced by the following:

4. **Contents**
   a. The coverage amount for your contents is listed in the Schedule. Contents coverage only applies when the cost to repair damages to the dwelling equals or exceeds the earthquake deductible.

   b. We will pay the lesser of the amount required to repair the damage or the cost to replace without deduction for depreciation. However, if the contents are obsolete or unusable as a result of their age or condition, depreciation will be applied.

   c. The amount of coverage for contents depends on where the loss occurs. For a covered loss to contents that occurs:

      1) at a residence premises listed in the Schedule and it does not have contents coverage, we will pay nothing on this policy;
      2) within thirty (30) days after you begin to move property into a newly acquired residence not listed in the Schedule, we will pay up to 10% of the contents limit in the Schedule. After thirty (30) days, we will pay nothing for contents unless coverage is requested by you and extended by us; or
      3) at a location that is not listed in the Schedule, or is covered on another policy, then we will pay nothing under this policy.

The most we will pay for a covered loss is the lesser of the amount required to repair the damage or the full cost to replace the contents without deduction for depreciation, up to the coverage limit.

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 Coverage Limits for Contents** is replaced by the following:

6. **Special Limits of Liability 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 lead in Paragraph is replaced by the following:

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 is replaced by the following:

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 dwelling limit shown on the 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 a covered dwelling or other permanent structure. The
$500 limit is the most we will pay in any one loss regardless of the number of fallen
trees.

C. Additional Coverages, 10. Land is replaced by the following:

10. Land
   In the event of a covered earthquake loss to your dwelling, if the related repair or
reconstruction requires stabilization, excavation, or replacement of land under or
around your dwelling, we will pay the reasonable incurred costs, up to $5,000 of the amount of a covered loss to your dwelling.

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

19 Building Code Coverages
If at the time of a covered earthquake loss, your dwelling is bolted to the foundation so as to resist seismic motion, we will pay up to $10,000 of the dwelling limit in the Schedule for costs you incur to bring the dwelling up to current local building code standards when required by the local entity as a condition of the reconstruction building permit.

However, this coverage does not apply unless you repair, replace, or rebuild your dwelling at the same location.

C. Additional Coverages, is revised by adding the following:

26 Inspection and Demolition
After meeting the earthquake deductible, we will pay up to 5% of the dwelling limit in the Schedule to pay costs you incurred for:

a. A structural engineering inspection, except when provided by a public entity, to determine whether the dwelling is safe to occupy; and

b. The demolition of the dwelling when an order of structural condemnation is issued by a public entity as a result of earthquake damage;

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. **Other Structures**  
We do not cover any loss to other Structures.

28. **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 dwelling or other structures constructed completely of masonry, stucco, masonry chimneys or foundations that are part of the dwelling or other structures. 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.