

EARTHQUAKE EXTENSION ENDORSEMENT - CF 10 41 (Ed. 12 81)

(For Attachment To Policies Insuring Against The Peril Of Fire)

SECTION I-PERIL INSURED AGAINST

This policy is extended to insure against direct loss by Earthquake and Volcanic Eruption only when coverage for Earthquake is shown on the first page of this policy or by endorsement.

If more than one Earthquake shock or Volcanic Eruption shall occur with in any period of seventy-two hours during the term of this endorsement, such Earthquake shocks or Volcanic Eruptions shall be deemed to be a single Earthquake or Volcanic Eruption. This Company shall not be liable for any loss caused by any Earthquake shock or Volcanic Eruption occurring before the effective date and time of this endorsement, nor occurring after the expiration date and time of this policy.

SECTION II-DEDUCTIBLE CLAUSE

This Company shall not be liable for loss to any unit of insurance unless such loss exceeds the Deductible percentage (specified on the first page of this policy, or by endorsement) of the actual cash value of such unit of insurance at the time when such loss shall happen, and then only for its proportion of such excess. The following shall each be considered a separate unit of insurance:

- (a) each separate building or structure;
- (b) the contents of each separate building or structure; and
- (c) property in each yard.

This Deductible shall supersede any other Deductible in this policy as respects the peril of Earthquake and Volcanic Eruption.

This Deductible shall not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rent or Rental Value or Leasehold Interest.

SECTION III-GENERAL EXCLUSIONS

1. EXCESS CLAUSE:

This Company shall not be liable for loss by Earthquake and Volcanic Eruption to property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance after application of the above Deductible Clause to the entire loss.



2. MASONRY VENEER CLAUSE:

This Company shall not be liable for any loss to exterior masonry veneer (other than stucco) on wood frame walls and the value of such veneer shall not be considered in the determination of the actual cash value when applying the Deductible and Coinsurance Clauses. This Clause is not applicable (a) where less than 10% of the total exterior wall area is faced with masonry veneer, nor (b) when voided on this policy or by endorsement.

3. PERILS NOT INSURED AGAINST:

- A. This Company shall not be liable by this Earthquake Extension Endorsement for loss caused by, resulting from, contributed to or aggravated by fire, explosion, flood, surface water, mudslide, mudflow, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, whether or not attributable to Earthquake or Volcanic Eruption.
- B. Nuclear Exclusion-(Not applicable in New York): Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, is not insured against by this endorsement, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by Earthquake or Volcanic Eruption.

SECTION IV-OTHER PROVISIONS

1. APPORTIONMENT OF LOSS CLAUSE:

In the event of loss to any unit of insurance in excess of the Deductible amount, this Company shall be liable for no greater proportion of such excess than (a) the proportion of liability of this Company for loss under this Earthquake Extension Endorsement as determined by the Coinsurance Clause attached to this policy, or (b) for a greater proportion of such excess than the amount provided by this Earthquake Extension Endorsement shall bear to all Earthquake insurance, whether collectible or not.

- 2. This Earthquake Extension Endorsement does not increase the amount(s) of insurance provided in this policy.
- 3. PROVISIONS APPLICABLE ONLY WHEN THIS POLICY COVERS BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, ADDITIONAL LIVING EXPENSE, RENT OR RENTAL VALUE, LEASEHOLD INTEREST OR OTHER CONSEQUENTIAL LOSS:

The term "direct", as applied to loss, means loss, as limited and conditioned in this policy, resulting from direct loss to described property by Earthquake or Volcanic Eruption. If the business of the owner or tenant(s) of the described building(s) is interrupted by a strike at the described location, this Company shall not be liable for any loss due to interference by any person(s) with rebuilding, repairing or replacing the property damaged or destroyed or with the resumption or continuation of business.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written