



## **BRAND NEW BELONGINGS® — CALIFORNIA**

Coverage is subject to all terms and conditions in the policy except as changed by this endorsement.

### **A. DEFINITIONS**

With respect to the provisions of this endorsement only, the following definition is added:

"Replacement cost" means the cost at the time of loss of a new article identical to the one damaged, destroyed or stolen. When the identical article is no longer available, "replacement cost" shall mean the cost of a new article similar to that damaged, destroyed or stolen. It must be of comparable quality and usefulness.

### **B. Eligible Property**

Covered losses to the following property are settled at "replacement cost", without deduction for depreciation, at the time of the loss:

1. Property covered under Coverage **C** — Personal Property; and
2. If covered in this policy, awnings, outdoor antennas and outdoor equipment, carpeting and household appliances, whether or not attached to buildings.

### **C. Ineligible Property**

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at "actual cash value" at the time of loss but not more than the amount required to repair or replace.

1. Manuscripts, antiques, fine arts, paintings, etchings, pictures, tapestries, statuary, articles made of marble, bronzes, rare books, porcelains, rare glassware and similar articles of rarity or antiquity, which by their inherent nature cannot be replaced.
2. Memorabilia, souvenirs, collector's items and similar articles, whose age or history contribute to their value.
3. Articles not maintained in good or workable condition.
4. Articles that are outdated or obsolete and are stored or not being used.
5. Property of others.
6. Articles or classes or property separately described and specifically insured.

### **D. Replacement Cost Loss Settlement Condition**

The following loss settlement condition applies to all property described in **B.** above:

1. We will pay no more than the least of the following amounts:
  - a. "Replacement cost" at the time of loss without deduction for depreciation;
  - b. The full cost of repair at the time of loss;
  - c. The limit of liability that applies to Coverage **C**, if applicable;
  - d. Any applicable special limits of liability stated in this policy or attached by endorsement; or
  - e. Our cost to repair or replace any of the damaged or stolen property with equivalent property.
2. If the cost to repair or replace the property described in **B.** above is more than \$500, we will pay no more than the "actual cash value" for the loss until the actual repair or replacement is complete.
3. You may elect not to repair or replace some or all of the damaged or stolen property. In this event, settlement will be based on the smallest of the repair costs, replacement cost, any special limit of liability that applies, or the "actual cash value" of those articles. If you later decide to repair or replace those articles, you may make an additional claim



for any additional liability in accordance with this endorsement provided you notify us within:

- a.** 36 months after our first payment toward the "actual cash value" if the loss or damage relates to a state of emergency under California Law; or
- b.** 12 months after our first payment toward the "actual cash value" in all other cases.; that you intend to repair or replace the damaged property.

If you, acting in good faith and with reasonable diligence, encounter a delay or delays in approval for, or reconstruction of, the home or residence that are beyond your control, we shall provide one or more additional extensions of 6 months for good cause. Circumstances beyond your control include, but not limited to, unavoidable construction permit delays, the lack of necessary construction materials, or the unavailability of contractors to perform the necessary work.

Repair or replacement must be evidenced by a receipt, invoice or bill.

This provision does not increase the policy's limit of liability.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.