I. Insuring Agreement

In consideration of Your payment of the correct premium and Your promise to perform all of the responsibilities set forth in this Policy; in reliance upon the information and statements contained in the application; and subject to the terms, conditions, Limit of Liability, Exclusions and all other provisions of this Policy, We agree to provide You with the insurance coverage described herein.

Any terms in this Policy beginning with capital letters are defined in Section V of this Policy.

II. What this Policy Covers

Subject to all the terms, conditions and limitations of this Policy, We agree to pay You in accordance with the Limit of Liability stated in the Declarations if:

1. There is an Earthquake Event; and

2. The Address is within a Census Block any part of which experienced shaking with a Peak Ground Velocity (PGV) of at least 30 centimeters per second due to the Earthquake Event, as determined on the basis of data from the U.S.G.S. Authoritative Shakemap reported as of 24 hours after the Earthquake Event Time, in which case You are Eligible to Claim; and

- 3. You have a Legal Interest in the Address at the time of the Earthquake Event; and
- 4. You experience a Covered Loss resulting from the Earthquake Event; and
- 5. You submit a Loss Report Form to inform Us of Your Covered Loss.

Our Limit of Liability for all Earthquake Events within the Policy Period is the limit stated in the Declarations. We will not pay You more than the Limit of Liability during the Policy Period regardless of the number of Earthquake Events.

III. How Much We Will Pay You

Our Limit of Liability in an Earthquake Event is as follows:

If You are Eligible to Claim, the Limit of Liability is the Coverage Limit as stated in the Declarations.

If PGV does not reach 30 cm/sec at any point in the Census Block containing Your Address, You are not Eligible to Claim, the Limit of Liability is 0 US Dollars and, accordingly, We will not pay You.

Our Limit of Liability for all Earthquake Events within the Policy Period is two times the Coverage Limit. We will not pay You more than the Limit of Liability during the Policy Period regardless of the number of Earthquake Events.

IV. Duties After an Earthquake Event

In order to receive payment following an Earthquake Event, You must complete the Loss

Report Form, by responding to messages initiated by Jumpstart (or alternatively, by contacting Jumpstart directly). The Loss Report Form will also be available after a major earthquake via the Jumpstart website, which is currently https://www.jumpstartinsurance.com.

To receive payment, You must submit a Loss Report Form as soon as reasonably practicable, but in no event later than 60 days from the Earthquake Event Time.

We will issue any payments solely to the Insured as stated in the Declarations.

We will at Our discretion, conduct an audit of a selected number of claims after an Earthquake Event. If Your claim is selected for audit, You will be notified by Us within 90 days of the date that Your claim was paid. You will be required to provide sufficient evidence to demonstrate that

- 1. You had a Legal Interest in the Address at Earthquake Event Time; and
- 2. You have experienced a Covered Loss resulting from the Earthquake Event; and
- 3. Your Covered Loss was equal to or greater than the amount We paid You.

To support this audit, You should retain any relevant receipts or photographs You need to support Your claim. These must be sent to Us within 60 days of Our request.

If you fail to provide sufficient evidence, We will adjust the claim in accordance with the evidence provided. We reserve the right to require You to pay Us back any claim amounts already paid by Us in excess of the adjusted amount.

V. Definitions

- 1. "Address" is the address as stated in the Declarations, of the physical location at which the Insured has a Legal Interest and which may be revised via a request submitted through Your account management on the Jumpstart website.
- 2. "Census Block" is the smallest geographic unit used by the United States Census Bureau for tabulation of census data. The number of blocks in the United States, including Puerto Rico, for the 2020 Census was 11,078,297.
- 3. "Covered Loss" means the Insured's financial losses resulting from an Earthquake Event affecting the Address. These financial losses include, but are not limited to:
 - a. if You are an individual: property damage, including damage to common areas within a common interest development; damage to personal possessions; incidental expenses such as increased childcare costs, food spoilage, and transportation expenses; temporary housing costs or other living expenses;
 - b. if You are a business entity: property damage including damage to property for which You are legally liable; damage to business personal property; incidental costs such as relocation expenses, retention of temporary office space, equipment or employees, increased costs for services or utilities; and loss of business income;
 - c. for all Insureds: legal and administrative expenses; loss assessments issued by Your landlord, an association of homeowners or other

common interest development, or for which You are otherwise legally liable; and deductibles of other insurance policies.

- 4. "Declarations" means a summary of information You provided in the application for insurance. The Declarations also describes the terms of the Policy, limits of coverage, and displays the premium and Our name. The Declarations is a part of this insurance Policy.
- 5. "Earthquake" means the vibration, sometimes severe, of the earth's surface (including the ocean bottom) that follows a sudden displacement (predominantly involving movement along a planar fault).
- 6. "Earthquake Event" is an Earthquake with an Earthquake Event Time within the Policy Period for which the U.S.G.S. creates a Shakemap.

The occurrence of an Earthquake Event will be determined solely and entirely by the Insurer, according to the data reported by the U.S.G.S. All Earthquake Events meeting the above criteria and occurring within a period of 168 hours following the Earthquake Event Time shall be considered a single Earthquake Event.

- 7. "Earthquake Event Time" is the time (UTC) and date of the occurrence of an Earthquake as made available by the U.S.G.S.
- 8. "Effective Date" is the start date of the Policy Period as stated in the Declarations.
- 9. "Eligible to Claim" means Your Address is within a Census Block any part of which experienced shaking with a Peak Ground Velocity of at least 30 centimeters per second due to the Earthquake Event, as determined on the basis of U.S.G.S. data reported as of 24 hours after the Earthquake Event Time.
- 10. "Exclusions" means the conditions or circumstances for which We do not provide coverage or payment and are listed in Section VII of this Policy.
- 11. "Legal Interest" means:
 - a. If the insured Address is a residence, You own it and/or live in it, or
 - b. If the insured Address is a commercial business, You own the property and/or You own the business operating at the Address, or
 - c. If the insured Address is a multi-owner building, including but not limited to a group of condominiums, You manage it.
- 12. "Limit of Liability" means the maximum amount We will pay You in an Earthquake Event or Events, as stated in the Declarations.
- 13. "Loss Report Form" means the form on the Jumpstart website or the communication procedure initiated by Jumpstart that You must use to inform Us about any Covered Loss caused by an Earthquake Event.
- 14. "Peak Ground Velocity" or "PGV" is a measurement of shaking intensity, specifically, the maximum speed (rate of movement) reached by the earth's surface ("ground"), caused by the Earthquake. PGV will be determined solely and entirely by the Insurer, according to the data reported by the U.S.G.S. The U.S.G.S. publishes publicly- available measurements of PGV and other earthquake intensity measures, for each significant Earthquake Event based on data from accelerometers and the study of geological structures and soil composition throughout the world.

- 15. "Policy" means the entire written contract of insurance between You and Us and includes this printed form, the application, the Declarations, and any endorsement(s) that may be issued.
- 16. "Policy Period" means the period of time stated in the Declarations during which this Policy is in effect both days at 12:01 a.m. standard time at location of risk.
- 17. "Shakemap" or "Authoritative Shakemap" refers to a data product of the U.S.G.S. that provides near-real-time maps of ground motion and shaking intensity following significant Earthquakes. As of the date this Policy was issued to You, these maps are available from the U.S.G.S. at: <u>https://earthquake.usgs.gov/data/shakemap/.</u>
- 18. "U.S.G.S." means the United States Geological Survey, a scientific agency of the United States government.
- 19. "We", "Our," "Us," "Underwriters," and "Insurer" mean certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them are listed in the Declarations, who are effecting this insurance with You under a binding authority agreement with the unique market reference (UMR) stated in the Declarations.
- 20. "You", "Your", and "Insured" refers to the insured person, entity, or organization listed in the Declarations for this Policy and any agent designated thereof.

VI. Cancellation, Nonrenewal, and Renewal

- 1. You may cancel this Policy at any time by notifying Us in writing of the date cancellation is to take effect.
- 2. We may cancel this Policy only for the reasons stated below by letting You know in writing of the date cancellation takes effect. This cancellation notice may be delivered to You electronically, or mailed to You at the Address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When You have not paid the correct premium within 10 days of the Effective Date or 10 days of any premium installment due date.
 - b. When this Policy has been in effect for less than 60 days and is not a renewal with Us, We may cancel for any reason by letting You know at least 10 days before the date cancellation takes effect.
- 3. Nonrenewal. Either party may elect not to renew this Policy by providing written notice to the other. We may do so by delivering to You electronically, or mailing to You at the Address shown in the Declarations, written notice at least 75 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.
- 4. Renewal. Unless You give Us notice of Your intent not to renew the Policy prior to the end of any Policy Period in accordance with Section VI.3, We may elect to renew Your policy at the end of each Policy Period in accordance with this Section VI by providing You written notice of renewal at least 45 days before the expiration date of this Policy.

VII. Fraud or Misrepresentation

We issued this Policy in reliance upon the truth of all representations made by You. This Policy shall be void if You have concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or a claim under this Policy.

We reserve the right to and will randomly audit claims and Loss Report Forms.

VIII. Exclusions

No coverage is provided for any loss arising directly or indirectly out of or as a result of the following:

- 1. manipulation of the U.S.G.S. data;
- 2. any peril or reason other than, not related to, or not arising out of an Earthquake Event as described in this Policy;
- 3. any breach or violation of the representations, covenants and consents the Insured provided to the Insurer;
- 4. This Policy is a named peril policy, with coverage provided as specified herein, and under no circumstances shall the Insurer be liable for any other loss or injury suffered by the Insured, that directly or indirectly arises (in whole or in part) from any other cause.
- 5. This Policy will not pay for any bodily injury to You or any other individual(s).
- 6. This Policy does not provide coverage if the Insured does not have a Legal Interest in the Address at the time of the Earthquake Event.
- 7. This Policy will not pay if PGV does not reach 30 cm/sec at any point in the Census Block containing Your Address during the Policy Period.

IX. General Provisions

- 1. If You cease having a Legal Interest in the Address during the term of this Policy, You must either
 - a. revise the Address to an Address in California, Oregon or Washington for which You have a Legal Interest by submitting a request through Your account management on the Jumpstart website (note that Your premium may increase or decrease as a result); or
 - b. notify Us that You intend to cancel this Policy in accordance with Section VI (any unearned premium will be refunded to You).
- 2. Entire Agreement. This Policy, together with the application You completed to purchase it, contains the full and complete understanding and agreement between You and Us with respect to the subject matter hereof and may only be changed by written endorsement, signed by You and Us.
- 3. Severability. If any provision of this Policy shall be rendered illegal or unenforceable by the laws, regulations or public policy of any jurisdiction, such provision shall be considered void in such jurisdiction, but this shall not affect the validity or enforceability of any other provision of this Policy or the enforceability of such

provision in any other jurisdiction. The Insurer and the Insured shall negotiate in good faith with a view to replacing the void or unenforceable provision with a new provision, valid and enforceable, which preserves the original intention of the parties.

4. Headings. The section headings in this Policy are solely for convenience and form no part of the interpretation or the terms and conditions of coverage.