

# OREGON MUTUAL INSURANCE COMPANY SPECIAL BUILDING AND CONTENTS COVERAGE

H045C (6-07)

For an additional premium, the policy is amended by the following:

### **Coverage C - Personal Property**

- 1. The "Limitations on Certain Property" are deleted and replaced by the following:
  - Limitations on Certain Property These special limits do not increase the Coverage C limit. The special limit for each category below is the total limit per occurrence for all property in that category:
  - a. \$500 on money, bank notes, bullion, coins, medals, and numismatic property;
  - b. \$1,000 on gold other than goldware, silver other than silverware, and platinum;
  - \$2,000 on watercraft, including their trailers, equipment, accessories, and outboard engines or motors:
  - d. \$2,500 on securities, accounts, deeds, evidences of debt, letters of credit, checks, drafts, certificates of deposit, notes other than bank notes, manuscripts, personal records passports, tickets, philatelic property, and stamps. This dollar **limit** applies to these categories regardless of the medium (such as paper or computer software) on which the material exists;
  - e. \$10,000 on motorized vehicles not designed or licensed for public roads and used to service the insured premises or for assisting the handicapped;
  - f. **business** property up to the amounts shown
    - (1) \$5,000 while on the insured premises;
    - (2) \$1,000 while away from the **insured** premises;
  - g. \$2,000 on dismounted camper bodies and trailers not used with watercraft.
  - h. \$2,000 for loss of electronic devices, accessories, or antennas, while in or upon a motorized vehicle, or other motorized land conveyance, if the electronic device is equipped to be operated by power from the electrical system of the motorized vehicle or other conveyance while retaining its capability of being operated by other sources of power. Electrical devices include tapes, wires, records, discs or other media for use with any electrical device.
  - \$2,000 for loss of electronic devices, accessories, or antennas, while not in or upon a motorized vehicle or other motorized land conveyance, if the electronic device:

- is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
- (2) is away from the insured premises; and
- (3) is used at any time or in any manner for any **business**.

Electronic devices include tapes, wires, records, discs or other media for use with any electrical device.

\$5,000 on memorabilia, souvenirs, collectors' items and similar articles whose age or history contribute to their value.

## BLANKET PERSONAL PROPERTY COVERAGE

We provide blanket protection up to a special limit per tem if shown and total aggregate limit for the following groups of personal property. This blanket limit does not increase the Coverage C limit. The most we will pay for loss or damage, resulting from any single occurrence for property described under a. through d. listed below is \$35,000 in the aggregate.

- a. \$5,000 on any single item, for loss by theft, or losing of jewelry, watches, furs, precious and semiprecious stones, and gem;
- b. for loss by theft, or losing of guns and gun accessories;
- for loss by theft, or losing of silver tableware, silverplated ware, gold tableware, gold-plated ware, and pewter ware;
- d. for loss by theft of any rug, carpet (except wall-towall carpet), tapestry, or wall-hanging.

**INCIDENTAL PROPERTY COVERAGES** is deleted and replaced by the following:

### **ADDITIONAL COVERAGES**

This policy provides the following Incidental Property Coverages. These incidental coverages are subject to all of the **terms** of the applicable Principal Property Coverages A, B, or C. These incidental coverages do not increase the **limit** stated for the Principal Property Coverages unless otherwise stated.

Accidental Death Benefit Agreement
We will pay \$1,000 for the death of an insured
caused by an accident occurring on the insured
premises. The death must be the direct result of the

accident, independent of all other causes and must occur within one (1) year after the date of the accident.

#### **Exclusions:**

**We** will not pay for death caused directly or indirectly by:

- a. bodily or mental infirmity or bacterial infections or any other kind of disease or medical or surgical treatment (except surgical operations made necessary solely by injuries covered by this additional coverage);
- war (declared or undeclared) including civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, or any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;
- any nuclear hazard (nuclear means nuclear reaction, radiation, radioactive contamination, including radon, or any result of these). This includes the negligent, defective or improper design or construction or maintenance of a nuclear facility, or other act or omission which results in a nuclear hazard;
- d. earthquake, tornado, hurricane, flood, volcanic eruption, or other natural disasters;
- e. suicide whether sane or insane; and
- f. motorized vehicles.

#### 2. Collapse

**We** pay for accidental direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- Perils Insured Against in Coverage C Personal Property. These perils apply to covered buildings and personal property for loss insured by this additional coverage;
- b. weight of contents, equipment, animals, or people;
- c. weight of rain which collects on a roof;
- d. use of defective material or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling or renovation;
- e. insects, vermin, or hidden decay as regards to Coverage C Personal Property only. **We** do not cover loss to the dwelling or related private structures themselves when collapse is caused by insects, vermin, or hidden decay.

**We** do not pay under items 2.c., d., and e., for the following: awnings, fences, patios, pavement, swimming pools, underground pipes, flues, drains, cesspools, septic tanks, foundations, retaining walls, bulkheads, piers, wharves, or docks unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging, or expansion.

#### 3. Condominium Unit-Owner Additions

If the **insured premises** is a condominium unit, **you** may apply up to 10% of the Coverage - C **limit** to cover direct loss by perils insured against to permanent fixtures, alterations, decorations or additions **you** own within **your** condominium unit. This does not include parts of the building structure, or other property such as utility lines, situated in easements within the unit.

# 4. Credit Card, Fund Transfer Card, Forgery, and Counterfeit Money.

We pay up to \$2,500 for loss sustained by an insured when such insured:

- a. by law must pay for the unauthorized use of credit cards issued or registered in the name of the insured;
- b. has a loss when checks, drafts, notes, or negotiable instruments are forged or altered; or
- c. accepts in good faith counterfeit United States or Canadian paper money.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

We do not pay for loss if:

- a. the insured has not complied with the rules under which the credit card was issued;
- b. the loss is caused by the dishonesty of an **insured**:
- the loss results from the business of an insured; or
- d. the loss occurs while a person who is not an insured has the credit card with the consent of an insured.
- Debris Removal We will pay, as additional insurance, your reasonable expenses, subject to a limit for any one loss of 10% of the Coverage A limit, for removal of:
  - a. debris of covered property following an insured loss;
  - ash, dust or particulate matter from volcanic effusion which has caused direct loss or damage to a building or property contained in a building insured by this policy.

This coverage does not include costs to:

- a. extract pollutants from land or water; or
- remove, restore, or replace polluted land or water.

**We** also pay up to \$500 to remove fallen trees which cause damage to covered property if:

- a. the falling of the tree is caused by a peril insured against under Coverage C; and
- b. coverage is not provided elsewhere by this policy.

6. Emergency Removal - We pay for loss to covered property that is moved from the insured premises to prevent a loss from perils insured against. The property is covered for direct physical loss not excluded, for up to 60 days. This coverage does not change the limit that applies to the property being removed. This does not extend past the date on which this policy expires.

**We** pay up to \$250 towing charge to move a covered manufactured/mobile home that is in danger from a peril insured against.

- 7. Extended Personal Property Coverage. We will pay up to \$500 for damage to your personal property occurring while it is away from your insured premises caused by:
  - a. flood; or
  - b. upset or overturn of the conveyance in which **your** property is carried.

Item 8. Water Damage, under EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES, does not apply to this Additional Coverage.

8. Fire Department Service Charge - We pay up to \$2,000 for charges you must pay when a fire department is called to protect the insured premises from a peril insured against. We do not cover fire department service charges if the property is located within the limits of the city, municipality, or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

- 9. Glass or Safety Glazing Material We cover:
  - a. the breakage of glass or safety glazing material which is part of a covered building, storm door, or storm window; and
  - damage to covered property by glass or safety glazing material which is part of a building, storm door, or storm window.

This coverage does not include loss on the **insured premises** if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant. Loss for damage to glass will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

This coverage does not increase the **limit** that applies to the damaged property.

- 10. **Grave Markers We** pay up to \$1,000 for loss to grave markers and mausoleums caused by a peril insured against Coverage C Personal Property.
- 11. Key and Lock Replacement We will pay for the rekeying, or replacement if necessary, of locks to the insured residence when the insured's keys have been stolen and such loss has been properly reported to the police. No deductible applies to this coverage.

- 12. Replacement or Stabilization of Land If there is a covered loss to the residence or related private structure and the repair or rebuilding requires replacement or stabilization of the land under the residence or related private structure, we will pay up to 10% of the amount of the covered loss for replacement or stabilization of the land. This coverage is subject to a maximum of \$10,000.
- 13. **Landlord's Furnishing We** will pay up to \$3,500 for appliances, carpeting and other household furnishings in an apartment or dwelling rented or held for rental to others by an **insured**.

**We** pay only if the loss is caused by a peril insured against Coverage C - Personal Property.

The \$3,500 **limit** is the most **we** will pay for each **occurrence** regardless of the number of rentals or locations covered.

14. Loss Assessment - We pay up to \$5,000 for your share of any loss assessment charged during the policy period against you by a corporation or association of property owners. This coverage applies only to loss assessments charged against you as owner occupant of the insured premises and caused by a covered peril.

We do not pay if the loss is caused by earthquake or volcanic eruption.

**We** do not cover loss assessments charged against **you** or a corporation or association of property owners by any governmental body.

The **limit** of \$5,000 is the most **we** will pay with respect to any one loss, regardless of the number of assessments.

- 15. Reasonable Repairs We will pay the reasonable cost incurred by you for necessary repairs made solely to protect covered property from further damage when an insured peril causes the loss. This coverage does not increase the limit that applies to the property being repaired.
- 16. Refrigerated Food Spoilage We pay up to \$500 for loss from spoilage of food in a freezer or refrigerated unit on the insured premises. The spoilage must be caused by change in temperature resulting from:
  - a. interruption of electrical service to a freezer or refrigerated unit caused by damage to the generating or transmission equipment; or
  - b. mechanical or electrical breakdown of the freezer or refrigerated unit.

**You** must maintain the freezer or refrigerated unit in proper working condition and use all reasonable means to reduce loss under this coverage. No deductible applies to this coverage.

- 17. Reward Coverage We will pay a reward up to:
  - a. \$500 for information leading to the arrest and conviction of any person(s) who robs, steals, or burglarizes any covered personal property from any insured at any insured location;
  - \$2,500 for information leading to the return of an insured's stolen property;
  - c. \$2,500 leading to the arrest and conviction of any person(s) who commits an act of arson at any insured location which causes loss to the dwelling or personal property contained within.

The coverage applies subject to the following conditions:

- An eligible person means that person designated by a law enforcement agency as being the first to provide the necessary information or return the stolen property, and who is not:
  - (1) an insured;
  - (2) an employee of a law enforcement agency;
  - (3) an employee of a **business** engaged in property protection;
  - (4) any person who had custody of the property at the time the theft was committed, or
  - (5) any person involved in the crime.
- No reward will be paid unless and until the person(s) committing the crime is (are) convicted or the property is returned.
- c. The amount of the reward will be no more than the lesser of the dollar amount mentioned above or 25% of the amount determined by the loss settlement procedure applicable to the property returned had the property not been recovered or property made whole in the case of arson.

This coverage is additional insurance. No deductible applies to this coverage.

- 18. **Tenant's Improvements and Betterments** If **you** are a tenant, **you** may apply up to 10% of the Coverage C **limit** to cover direct loss by perils insured against to permanent fixtures, alterations, decorations and additions installed on the **insured premises** and made or acquired at **your** expense.
- 19. Trees, Plants, Shrubs or Lawns You may apply up to 10% of the Coverage C limit to cover trees, plants, shrubs, and lawns on the insured premises. We pay only for loss caused by the following perils: Fire, Lightning, Explosion, Riot, Civil Commotion, Aircraft, Vehicles not owned or operated by an occupant of the insured premises, and (if insured under this policy), Vandalism, Malicious Mischief or Theft.

**We** do not pay more than \$500 for any one tree, plant, shrub, or portion of lawn, including the cost of removing the debris of the covered item.

- **We** do not cover trees, plants, shrubs, or portions of lawn grown for **business** purposes.
- 20. Water Backup of Sewers or Drains We insure for direct loss caused by water which backs up through sewers or drains or which discharges or overflows from a sump, and which is not caused by the negligence of an insured.

**We** will pay only that part of the loss that exceeds \$250. The deductible does not apply with respect to Coverage D - Loss of Use.

- 21. Wage Loss Coverage If a loss covered under Property Coverages of this policy results in uncompensated wage loss to you, we will reimburse you for your actual wage loss up to \$100 per day for a maximum of 5 working days. This is the maximum amount payable regardless of the number of wage earners in the household. Wage Loss coverage is subject to the following conditions:
  - a. you were gainfully employed on the date of loss;
  - b. **you** were not compensated by **your** employer for **your** time away from work; and

your time away from work was necessary to make other living arrangements because of such covered loss or, at our request, to assist the adjuster in arranging for repairs.

The period of time under this additional coverage is not limited by expiration of this policy.

#### PERILS SECTION - Coverages A, B, and C

**We** insure for direct physical loss to covered property unless specifically excluded.

- Exclusions Applying to Coverage A, B, and C The following exclusions apply in addition to the exclusions contained in the General Policy Provisions:
  - a. Birds, Vermin, Insects, Wild or Domestic Animals- We do not pay for loss caused by birds, vermin, insects, or wild or domestic animals.
    - However, **we** do pay for collapse of a building or a part of a building caused by hidden insect or vermin damage. (Collapse does not mean settling, cracking, shrinking, bulging, or expanding.)
  - b. Freezing, Discharge, Leakage or Overflow If the residence is vacant, unoccupied (including temporary absence of more than 30 consecutive days immediately before the loss), or under construction and unoccupied, the insured must take reasonable care to:
    - (1) maintain heat in the building; or
    - (2) shut off the water supply and completely empty liquids from any plumbing, heating or air-conditioning system, water heater(s) or domestic appliance.

If any **insured** fails to do this, **we** do not pay for loss caused by freezing or the resulting discharge leakage, or overflow from such system, water heater, or domestic appliance.

- c. Freezing, Thawing, Pressure, or Weight of Ice or Water - We do not pay for damage to structures (other than buildings or carports or mobile homes) such as swimming pools, fences, retaining walls, septic tanks, piers, wharves, foundations, patios, and paved areas caused by freezing, thawing, or pressure or weight of ice or water whether wind driven or not.
- d. Settling, Cracking, Shrinking, Bulging, or Expanding - We do not pay for loss caused by the settling, cracking, shrinking, bulging, or expanding of a building structure or manufactured/mobile home, pavements, patios, or other outdoor structures.
- Smoke We do not pay for damage caused by smoke from agricultural smudging or industrial operations.
- f. Theft We do not pay for theft or attempted theft from the insured premises while a residence is:
  - (1) under construction and unoccupied; or
  - (2) vacant for more than 30 consecutive days immediately before the loss.
- 2. Under Coverages A and B:
  - a. Seepage or Leakage We do not pay for loss caused by repeated or continuous seepage or leakage of liquids or steam from within a plumbing, heating or air-conditioning system, automatic fire protective sprinkler system, water heater, or domestic appliance.
    - Except as provided above, **we** pay for loss caused by he sudden accidental leakage, overflow or discharge of liquids or steam from a plumbing, heating or air-conditioning system or domestic appliance. **We** also pay the reasonable cost of removing and replacing those parts of the building or necessary to make repairs. **We** do not pay for loss to the system or domestic appliance from which the liquid or steam escapes.
  - b. Vandalism or Glass Breakage We do not pay for loss caused by vandals or breakage of glass when the residence has been vacant for more than 30 consecutive days immediately before the loss. A residence being built is not vacant.
- 3. Under Coverage C:
  - a. Breakage We do not pay for loss caused by breakage of eyeglasses, glassware, statuary, sculptures, objects made of marble, bric-a-brac, porcelains, ceramics, china, crystal, or similar fragile articles.

This exclusion does not apply to:

 jewelry; watches; bronzes; cameras and photographic lenses.

There is coverage for breakage of the property by or resulting from:

- (1) fire, lightning, windstorm, hail;
- (2) smoke, other than smoke from agricultural smudging or industrial operations;
- (3) explosion, riot, civil commotion;
- (4) **aircraft**, vehicles, vandalism and malicious mischief not otherwise excluded:
- (5) collapse of a building, manufactured/mobile home, or any part of a building;
- (6) water not otherwise excluded;
- (7) theft or attempted theft; or
- (8) sudden and accidental tearing apart, cracking, burning, or bulging of:
  - (a) a steam or water heating system;
  - (b) an air-conditioning or automatic fire protective sprinkler system; or
  - (c) an appliance for heating water.
- We do not pay for destruction, confiscation or seizure by order of any government or public authority.
- c. We do not pay for loss to watercraft, including their trailers, furnishings, equipment, and outboard motors, caused by collision, sinking, swamping, or stranding. This exclusion does not apply to collision of watercraft with a motorized vehicle.
- d. We do not pay for loss caused by dampness of atmosphere or extremes of temperature. This does not apply to loss caused directly by rain, snow, sleet or hail.
- We do not pay for loss to property, other than jewelry, watches and furs, occasioned by or resulting from a refinishing, renovating or repairing process.

## **ADDITIONAL COVERAGES**

**Water Damage** - The following paragraph is added to exclusions that apply to Property Damage:

Water Damage to property described in Coverage C - Personal Property at a location not owned by **you** or used as a **residence**, except temporarily, is covered.

All other terms of this policy apply.