



**OREGON MUTUAL INSURANCE COMPANY
LIMITED TENANT
EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE
CALIFORNIA**

H074 (8-96)

Policy Number _____ Policy Period From _____ To _____

Named Insured and Mailing Address:

In addition, certain words and phrases are defined as follows:

1. **Dwelling** means a mobile home (manufactured home) or a residential structure of not more than four **dwelling** units which is located on the **residence premises** described in this endorsement (H074).
2. **Earthquake** means a vibration-generating rupture event caused by displacement within the earth's crust through release of strain associated with **tectonic processes** and includes effects such as ground shaking, liquefaction, seismically-induced landsliding and damaging amplification of ground motion.
3. **Fair Rental Value** means the average rental cost currently requested in the rental for a residential unit which is similar to that covered under this endorsement (H074).
4. **Limit of Insurance** means the most **we** will pay for any single covered event.
5. **Nuclear Hazard** means any nuclear reaction, radiation, or radioactive contamination, or any consequence of any of these.
6. **Occurrence** means one or more **earthquake** shocks or **volcanic eruptions** that occur within a 168 hour period.
7. **Replacement Cost** means the cost of reasonable repair or replacement at the time of loss without deduction for depreciation subject to the endorsement (H074) **limit of insurance** for that type of property.
8. **Residence Premises** means a mobile home (manufactured home) or residential structure of not more than four **dwelling** units which is shown as the **residence premises** in this endorsement (H074).
9. **Tectonic Processes** means adjustments of the earth's crust in response to regional stress conditions initiated by dynamic forces within the earth's interior.
10. **Volcanic Eruption** means the land shock waves, tremors, **earthquakes**, landslides, mudflows, earthsinking, earthrising, shifting, expanding, or contracting which occur before, during, or after the eruption or explosion of a volcano.

The **residence premises** covered by this endorsement (H074) is located at the above address unless otherwise stated:

For an additional premium, **we** pay for direct physical loss caused by **earthquake** or **volcanic eruption** (including volcanic blast, shock wave, lava flow and volcanic fallout) to Coverage C - Personal Property.

One or more **earthquake** shocks or volcanic events that occur within a 168 hour period shall constitute a single **occurrence**.

Coverage is provided for the following types of property at the indicated **limits of insurance** subject to the deductible clause.

	Deductible	Limits of Insurance
Coverage C, Personal Property	\$750	\$5,000
Coverage D, Additional Living Expense		\$1,500

DEFINITIONS

Throughout this endorsement, **you** and **your** refer to the named insured shown in this endorsement (H074) and the named insured's spouse if a resident of the same household.

We, us, and **our** refer to the insurance company providing this coverage.

PROPERTY COVERED

We cover:

PERSONAL PROPERTY

Subject to the **limit of insurance** listed on the front page of this endorsement (H074) for Coverage C, we cover personal property usual to the occupancy of a **dwelling** and owned or used by an insured while it is at the **residence premises**. At **your** request, we will cover personal property owned by others while the property is on part of the **residence premises** occupied by an insured. In addition, we will cover, at **your** request, personal property owned by a guest or a residence employee, while the property is on part of the **residence premises** occupied by an insured. However, property of roomers, boarders, or other tenants is not covered. The total **limit of insurance** for personal property will be reduced to the extent that any payment is made for damage to personal property owned by others.

Loss to property described under Coverage C - Personal Property will be settled at **replacement cost** without deduction for depreciation for the amount necessary to repair or replace the damaged property with articles of like kind and quality, up to the applicable **limit of insurance**.

ADDITIONAL LIVING EXPENSES

1. The most we will pay for Additional Living Expenses is the Coverage D **limit of insurance** listed on the front page of this endorsement (H074). This is the total limit for all the coverages that follow:

- a. If an **earthquake** or **volcanic eruption** loss covered under this endorsement (H074) makes that part of the **residence premises** where **you** reside not fit to live in, we cover any necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage, or if **you** permanently relocate, the shortest time required for **your** household to settle elsewhere.

- b. If an **earthquake** or **volcanic eruption** loss covered under this endorsement (H074) makes that part of the **residence premises** rented to others, or held for rental by **you** not fit to live in, we cover the **fair rental value** of that part of the **residence premises** rented to others, or held for rental by **you** less any expenses that do not continue while the premises is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.

- c. If a civil authority prohibits **you** from use of the **residence premises** as a result of direct damage to neighboring premises by **earthquake** or **volcanic eruption**, the coverage provided under a. above will apply for a time limited to no more than two weeks.

The periods of time under a., b., and c. above are not limited by expiration of the policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

No deductible applies to this coverage.

OTHER COVERAGES

1. If covered property is damaged by a covered peril:
 - a. We will pay the cost **you** incur for necessary and reasonable emergency measures taken to protect against further **earthquake** or **volcanic eruption** damage. If the measures taken involve repair to other damaged property, we will pay for those repairs only if that property is covered under this endorsement (H074).
 - 1) Payment for necessary and reasonable emergency measures will not be subject to the deductible, however, the applicable **limit of insurance** for personal property will be reduced by the amount of any payment made for necessary and reasonable emergency measures.
 - 2) Taking necessary and reasonable emergency measures to protect covered property from further damage if an **earthquake** or **volcanic eruption** occurs, does not relieve **you** of **your** responsibilities outlined in What You Must Do In Case of Loss.
 - b. We will pay the reasonable expense incurred by **you** in the removal of debris of covered property. The **limit of insurance** for personal property will be reduced by the amount of any payment made for debris removal.

DEDUCTIBLE

1. After the \$750 deductible threshold is reached, the full \$5,000 endorsement (H074) **limit of insurance** applies.

The deductible will be applied one time for each covered event to the total amount of personal property loss.

Additional living expense will not be subject to a deductible.

PROPERTY NOT COVERED

PERSONAL PROPERTY

We do not cover:

1. Personal property insured in any other policy.
2. Animals, birds or fish.
3. Motor vehicles, including their parts or accessories while in or on any motor vehicle.
4. Any sound or picture equipment which is designed for operation by the electrical system of a motor vehicle, motorized land conveyance, or a camp or home trailer while any of this equipment is in, on, or installed in a motor vehicle, motorized land conveyance, or a camp or home trailer. Such equipment includes: citizens band radios, radio or cellular telephones, radio transceivers, radio transmitters, two-way mobile radios, scanning monitor receivers, radar detectors, car radio receivers, tape players and recorders, disc players, television sets, video recorders and any accessories, antennas, speakers, tapes, reels, cassettes, cartridges, carrying cases or other devices used with such sound equipment.
5. Aircraft, including their parts or equipment.
6. Property of roomers, boarders and other tenants, except roomers and boarders related to any insured.
7. Data, including data stored in:
 - a. books of account, drawings or other paper records; or
 - b. electronic data processing tapes, wires, records, discs or other software media.However, **we** do cover the cost of blank recording or storage media, and/or pre-recorded programs available on the retail market.
8. Artwork including, but not limited to, paintings, drawings, framing, sculpture, photographs, tapestries, pottery, and ceramics.
9. Glassware, china and porcelain.
10. Watercraft, including their trailers, furnishings, equipment and outboard motors.
11. Trailers not used with watercraft.

EXCLUSIONS

We do not pay for loss or damage caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Fire, whether caused by, resulting from, contributed to, or aggravated by **earthquake** or **volcanic eruption**. Direct loss by fire resulting

from an **earthquake** or **volcanic eruption** is covered under the policy (H020) to which this endorsement (H074) is attached.

2. Water damage, meaning:
 - a. flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these whether or not driven by wind. This is not intended to exclude water from domestic appliances, including but not limited to, water heaters, pools or hot tubs;
 - b. water which backs up through sewers or drains located off the **residence premises**;
 - c. water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.
3. Loss or damage caused by **nuclear hazard**, including but not limited to, nuclear reaction, nuclear radiation or radioactive contamination, whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the qualifying **earthquake** or **volcanic eruption**.
Also excluded are acts or omissions of persons who cause, contribute to or aggravate **nuclear hazard**. Whenever **nuclear hazard** occurs naturally to cause loss or combines with acts or omissions of persons to cause loss, the resulting loss is always excluded by this endorsement (H074). Loss caused by **nuclear hazard** is not considered loss caused by fire, explosion, or smoke.
4. Pollution damage to groundwater, land and personal property including all loss, damage, costs, and/or expenses arising out of or caused by pollution, and all costs and/or expenses incurred by the owner to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos and waste. Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.
5. Enforcement of any ordinance, law or residential building code regulating the use, construction, repair, or demolition of a building or other structure.
6. Power failure, meaning the failure of power or other utility service if the failure takes place off the **residence premises**.

7. Neglect, meaning **your** neglect to use all reasonable means to save and preserve property at and after the time of a loss.
8. War, including undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or military personnel, destruction or seizure or use of property for a military purpose. It includes any consequences of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
9. Intentional loss, meaning any loss arising out of any act committed:
- by or at the direction of **you** or any insured or any person or organization named as an additional insured; and
 - with the intent to cause a loss.
10. Explosion.
11. Earth movement, settling of land, general landsliding, subsidence, mudflows, or earth sinking, rising or shifting, unless directly and immediately caused by an **earthquake** or **volcanic eruption**.
12. Wear and tear which results from marring, deterioration, inherent vice, latent defect, mechanical breakdown, rust, wet or dry rot, corrosion, and mold.
13. Errors, omissions and defects, which results from one or more of the following:
- acts or decision, including the failure to act or decide, of any person, group, organization, or governmental body;
 - any act, error or omission (negligent or not, whether by the insured or others, whether on or off the insured premises) relating to:
 - land use;
 - the design, specifications, construction, workmanship, or installation of property;
 - planning, zoning, development, surveying, siting, grading, or compaction;
 - maintenance of property (including land, structures, or improvements); or
 - establishing or enforcing building codes or standards for construction or materials.
 - a defect, a weakness, the inadequacy, a fault, or unsoundness in material used in construction or repair, renovation, or remodeling.

What You Must Do In Case Of Loss, The Policy Conditions Applicable To All Coverages, and the Policy Conditions Applicable To Property Coverages Only, located in the H020, remain unchanged. All other terms, conditions, and limitations stated elsewhere in the policy, or other attached endorsements do not apply to this (Limited Tenant Earthquake and Volcanic Eruption H074) endorsement.