



**OREGON MUTUAL INSURANCE COMPANY
 COMPREHENSIVE PERSONAL LIABILITY ENDORSEMENT – OREGON
 (INCLUDES RESTRICTIONS OR ABRIDGMENTS)**

DF-122 (10-00)

The company, in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all the terms of this endorsement, agrees with the insured named in this endorsement (hereinafter called the **named insured**) as follows:

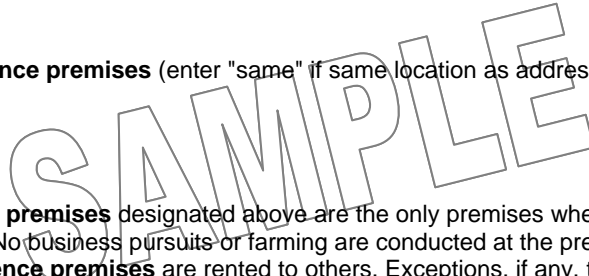
DECLARATIONS

Item 1. **Named Insured** and Address:

Item 2. Location of principal **residence premises** (enter "same" if same location as address shown in Item 1 of Declarations)

Item 3. (a) The principal **residence premises** designated above are the only premises where the **named insured** or spouse maintains a residence; (b) No business pursuits or farming are conducted at the premises; (c) There are no elevators at the premises; (d) No **residence premises** are rented to others. Exceptions, if any, to (a), (b), (c) or (d):*

Item 4. The number of full time **residence employees** is not more than two, unless otherwise stated herein:



Premium	Limits of Liability		Coverages
	\$	dollars each occurrence	L - Comprehensive Personal Liability (including Personal Injury Liability)
	\$	dollars each person	M - Personal Medical Payments
	\$	thousand dollars each accident	
\$	\$	dollars each occurrence	N - Physical Damage to Property
XXX	Rate	Premium Bases	Additional Charges - Coverages L and M
		Per Motor or Combination	Outboard Motors: Horsepower Owner (if not named insured)
	\$		Motor A
	\$		Motor B
\$	\$		Motor C
\$	Form numbers of endorsements attached at issue:		
\$	Total Premium		

*Absence of an entry means "No Exceptions."

All other terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

(This Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

Attached to and forming a part of Policy No.

of the OREGON MUTUAL INSURANCE COMPANY, of McMinnville, Oregon.

Issued to:

Effective Date:

**COVERAGE L - COMPREHENSIVE
PERSONAL LIABILITY**

**PART I - PERSONAL LIABILITY (INCLUDES
RESTRICTIONS OR ABRIDGMENTS)**

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an **occurrence**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

EXCLUSIONS

THIS COVERAGE DOES NOT APPLY:

- (a) to **bodily injury** or **property damage** arising out of any act or omission in connection with premises (other than the **insured premises**) owned, rented or controlled by any **insured**, but this exclusion does not apply to **bodily injury** sustained by any **residence employee** arising out of and in the course of his employment by the **insured**;
- (b) to **bodily injury** or **property damage** arising out of (1) **business pursuits** of any **insured** except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of or failing to render professional services;
- (c) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any aircraft; or
 - (2) any **motor vehicle** owned or operated by, or rented or loaned to any **insured**; but this subdivision (2) does not apply to **bodily injury** or **property damage** occurring on the **insured premises** if the **motor vehicle** is not subject to motor vehicle registration because it is used exclusively on the **insured premises** or kept in dead storage on the **insured premises**; or
 - (3) any **recreational motor vehicle** owned by any **insured**, if the **bodily injury** or **property damage** occurs away from the **insured premises**; but this subdivision (3) does not apply to golf carts while used for golfing purposes.

This exclusion does not apply to **bodily injury** to any **residence employee** arising out of and in the course of his employment by any **insured** except while such employee is engaged in the operation or maintenance of aircraft;

- (d) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft;
 - (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or
 - (2) powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any **insured** at the inception of this endorsement and not declared in the declarations, unless the **insured** reports in writing to this company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the endorsement period.

This exclusion does not apply to (a) **bodily injury** or **property damage** occurring on the insured premises or (b) **bodily injury** to any **residence employee** arising out of and in the course of his employment by any **insured**;
- (e) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to liability assumed by the **insured** under any contract or agreement or expenses for first aid under the Supplementary Payments provision;
- (f) to liability assumed by the **insured** under any contract or agreement not in writing or under any contract or agreement in connection with **business pursuits** or professional services of the **insured** or in connection with **property damage** included within the **fire hazard**;
- (g) to **bodily injury** or **property damage** with respect to which an **insured** under this insurance is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- (h) to **bodily injury** to any person, including a **residence employee**, if the **insured** has a policy providing workmen's compensation or occupational disease benefits for such **bodily injury** or if benefits for such **bodily injury** are in whole or in part either payable or required to be provided by the **insured** under any workmen's compensation or occupational disease law;

- (i) to sickness or disease of any **residence employee** unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the **insured** for damages because of such sickness or disease or death resulting therefrom;
- (j) to **property damage** to
 - (1) property owned by the **insured** or
 - (2) property occupied or used by the **insured** or rented to or in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control; but part (2) of this exclusion does not apply to **property damage** included within the **fire hazard**;
- (k) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (l) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (m) to **bodily injury** or **property damage** with respect to the rendering or failing to render a professional service;
- (n) to **bodily injury** or **property damage** to premises that are owned, rented or controlled by an **insured** and are not an **insured premises**. This exclusion does not apply to **bodily injury** to a person while performing duties as a domestic employee;
- (o) to an intentional act by or at the direction of any person. This exclusion applies regardless of the person or persons by or at whom the intentional act was directed;
- (p) to corporal punishment, sexual, mental, or physical abuse, sexual exploitation or molestation, or any similar act, harm, injury, or damage to any person, whether or not committed by or with the knowledge or consent of an **insured**;
- (q) to **bodily injury** or **property damage** due to the use, sale, manufacture, delivery, transfer, or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. However, this exclusion does not apply to

the legitimate use of prescription drugs by a person following the orders of a licensed physician.

PART II - PERSONAL INJURY LIABILITY (INCLUDES RESTRICTIONS OR ABRIDGMENTS)

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of injury (herein called "**personal injury**") sustained by any person or organization and arising out of one or more of the following offenses:

- (a) false arrest, detention or imprisonment, or malicious prosecution;
- (b) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured**;
- (c) wrongful entry or eviction, or other invasion of the right of private occupancy.

EXCLUSIONS

THIS INSURANCE DOES NOT APPLY:

- (a) to liability assumed by the **insured** under any contract or agreement;
- (b) to **personal injury** arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any **insured**;
- (c) to **personal injury** sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the **named insured**;
- (d) to **personal injury** arising out of any publication or utterance described above, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;
- (e) to **personal injury** arising out of a publication or utterance described above, concerning any organization or business enterprise, or its products or services, made by or at the direction of any **insured** with knowledge of the falsity thereof;
- (f) to **personal injury** arising out of **business pursuits** of any **insured** except activities therein which are ordinarily incident to non-business pursuits.

Additional Definition:

Under **Personal Injury**, "**damages**" means only those **damages** which are payable because of **personal injury** arising out of an offense to which this insurance applies.

COVERAGE M - PERSONAL MEDICAL PAYMENTS (INCLUDES RESTRICTIONS OR ABRIDGMENTS)

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** (a) is sustained while on the **insured premises** with the permission of any **insured** or (b) is sustained elsewhere and (1) arises out of a condition in the **insured premises** or the ways immediately adjoining, or (2) is caused by any **insured**, by any **residence employee** in the course of his employment by an **insured**, or by any animal owned by or in the care of any **insured** or (3) is sustained by any **residence employee** and arises out of and in the course of his employment by any **insured**.

EXCLUSIONS

THIS COVERAGE DOES NOT APPLY:

- (a) to **bodily injury** arising out of any act or omission in connection with premises (other than the **insured premises**) owned, rented or controlled by any **insured**, but this exclusion does not apply to **bodily injury** sustained by any **residence employee** arising out of and in the course of his employment by any **insured**;
 - (b) to **bodily injury** arising out of (1) **business pursuits** of any **insured** except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of or failing to render professional services;
 - (c) to **bodily injury** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any aircraft; or
 - (2) any **motor vehicle** owned or operated by, or rented or loaned to any **insured**; but this subdivision (2) does not apply to **bodily injury** occurring on the **insured premises** if the **motor vehicle** is not subject to motor vehicle registration because it is used exclusively on the **insured premises** or kept in dead storage on the **insured premises**; or
 - (3) any **recreational motor vehicle** owned by any **insured**, if the **bodily injury** occurs away from the **insured premises**; but this subdivision (3) does not apply to golf carts while used for golfing purposes.
- This exclusion does not apply to **bodily injury** to any **residence employee** arising out of and in the course of his employment by any **insured** except while such employee is engaged in the operation or maintenance of aircraft;
- (d) to **bodily injury** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:

- (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or
- (2) powered by any outboard motor(s), singly or in combination of more than 50 total horsepower, if such outboard motor(s) is owned by any **insured** at the inception of this endorsement and not declared in the declarations, unless the **insured** reports in writing to this company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the endorsement period.

This exclusion does not apply to (a) **bodily injury** occurring on the **insured premises** or (b) **bodily injury** to any **residence employee** arising out of and in the course of his employment by any **insured**;

- (e) to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (f) to **bodily injury** to any person, including a **residence employee**, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such **bodily injury** or if benefits for such **bodily injury** are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;
- (g) to **bodily injury** to (1) any **insured** under part (a) of "Persons Insured", (2) any person other than a **residence employee**, regularly residing on any part of the **insured premises** or (3) any person while on the **insured premises** because **business pursuits** are conducted or professional services are rendered on the **insured premises**;
- (h) to **bodily injury** to any employee, other than a **residence employee**, of any **insured** arising out of and in the course of his employment by any **insured** in connection with the construction of a one or two family dwelling;
- (i) to **bodily injury** arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparations for any such contest or activity;
- (j) to **bodily injury** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the

atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

- (k) to **bodily injury** to a person, caused by 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.

COVERAGE N - PHYSICAL DAMAGE TO PROPERTY (INCLUDES RESTRICTIONS OR ABRIDGMENTS)

The company will at its option either (a) pay for the actual cash value of property physically injured or destroyed during the endorsement period by any **insured**, or (b) repair or replace such property with other property of like quality and kind, but the limit of the company's liability under Coverage N for "each **occurrence**" shall not exceed the amount stated in the declarations.

EXCLUSIONS

THIS COVERAGE DOES NOT APPLY TO INJURY OR DESTRUCTION:

- (a) of property owned by or rented to any **insured**, any tenant of any **insured** or any resident of the **named insured's** household;
- (b) caused intentionally by any **insured** over twelve years old;
- (c) arising out of (1) any act or omission in connection with premises (other than the **insured premises**) owned, rented or controlled by any **insured**, (2) **business pursuits** or professional services or (3) the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft.

PERSONS INSURED (INCLUDES RESTRICTIONS OR ABRIDGMENTS)

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) the **named insured** and, if residents of the **named insured's** household, his spouse, the relatives of either, and any other person under the age of twenty-one in the care of any **insured**; but with respect to any animal, watercraft or vehicle, not owned by any such **insured**, only while using or having custody or possession of such animal, watercraft or vehicle with the permission of the owner;
- (b) under Coverages L and M, with respect to animals or watercraft to which this insurance applies, owned by any **insured**, any person or organization legally responsible therefor, except a

person or organization using or having custody or possession of any such animal or watercraft in the course of his business pursuits or without the permission of the owner;

- (c) under Coverages L and M, with respect to any vehicle to which this insurance applies, any employee of any **insured** while engaged in the employment of the **insured**.

LIMITS OF LIABILITY (INCLUDES RESTRICTIONS OR ABRIDGMENTS)

Regardless of the number of (1) **insureds** under this endorsement, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Coverage L - The limit of liability stated in the declarations as applicable to "each **occurrence**" is the total limit of the company's liability under Coverage L for all damages, including damages for care and loss of services, as the result of any one **occurrence**.

Coverage M - The limit of liability stated in the declarations as applicable to "each person" is the limit of the company's liability under Coverage M for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Coverage M for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

ENDORSEMENT PERIOD (INCLUDES RESTRICTIONS OR ABRIDGMENTS)

This insurance applies only to **bodily injury** or **property damage** which occurs on and after the effective date hereof and during the policy period.

DEFINITIONS (INCLUDES RESTRICTIONS OR ABRIDGMENTS)

When used in reference to this insurance (including endorsements forming a part of this insurance):

"**bodily injury**" means bodily injury, sickness or disease sustained by any person which occurs during the endorsement period, including death at any time resulting therefrom;

"**business property**" means (1) all premises, other than **residence premises**, maintained or used for conducting **business pursuits**, including farming, or furnishing professional service, (2) that portion of **residence premises** maintained or used for such purposes and (3) all premises, if the whole or any part thereof is rented to others or held for such rental by any **insured**, but the following shall not be considered as changing premises which are not otherwise **business property** into **business property**:

- (a) the occasional rental or holding for rental of the **residence premises**,
- (b) the rental or holding for rental of a part of the **residence premises** for dwelling purposes, unless for the accommodation of three or more roomers or boarders,
- (c) the rental or holding for rental of car spaces or stalls in garages or stables on the **insured premises**,
- (d) the rental or holding for rental of a part of the **residence premises** as an office, school or studio;

“**business pursuits**” means a trade, professional or occupational but not including; (1) when the **insured** is neither a sole owner nor a partner, employment as (a) clerical office employees; (b) executive officers whose duties are limited to clerical office work; and (c) when not engaged in installation, demonstration or servicing operations, the following categories of employment: (i) salesmen, (ii) collectors, and (iii) messengers; (2) employment as a teacher other than athletic, laboratory, manual training, physical training and swimming instructors, (3) part-time business activities, not employing others ordinarily undertaken by minors such as newspaper delivery, babysitting, caddying, lawn care, snow and ash removal; however, “**business pursuits**” does include: (1) **bodily injury**, sickness, disease or death of a fellow employee arising out of an **occurrence** in the course of a **business pursuit** by the **insured**; (2) damage to real or personal property, or (3) **bodily injury** to any pupil arising out of corporal punishment administered by or at the direction of the **insured**;

“**fire hazard**” includes **property damage** to any **insured premises** and to house furnishings therein if such **property damage** arises out of (1) fire, (2) explosion, or (3) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit;

“**insured**” means any person or organization qualifying as an **insured** in the “Persons Insured” provision of this endorsement. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company’s liability;

“**insured premises**” means (1) all **residence premises** and private approaches thereto, (2) all other premises and private approaches thereto for use of the **named insured** or his spouse in connection with the **residence premises**, (3) individual or family cemetery plots or burial vaults, (4) premises on which an **insured** is temporarily residing, if not owned by any **insured** and (5) vacant land, other than farm land, owned by or rented to any **insured**, including such vacant land on which a one or two family dwelling is being constructed by an **insured** for use as a residence by any **insured**, or by an independent contractor for an **insured**; but **insured premises** does not include any **business property**;

“**medical expense**” means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

“**motor vehicle**” means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a **motor vehicle**, any of the following: utility, boat, camp or home trailer, **recreational motor vehicle**, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads;

“**occurrence**” means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

“**property damage**” means (1) physical injury to or destruction of tangible property which occurs during the endorsement period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the endorsement period;

“**recreational motor vehicle**” means (1) golf cart or snowmobile, or (2) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads;

“**residence employee**” means an employee of any **insured** whose duties are in connection with the maintenance or use of the **insured premises**, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any **insured’s business pursuits**;

“**residence premises**” means (1) a one or two family dwelling where the **named insured** or his spouse maintains a residence or (2) that portion of any other building occupied by the **named insured** or his spouse as a residence.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company’s liability thereon;
- (b) premiums on appeal bonds required in any such suit and premiums on bonds to release attachments in any such suit for an amount not in

excess of the applicable limit of liability of this endorsement, but the company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this endorsement applies;
- (d) reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$100 per day.

CONDITIONS (INCLUDES RESTRICTIONS OR ABRIDGMENTS)

APPLICATION OF PROVISIONS OF POLICY AND ENDORSEMENT

None of the terms of the policy except the Cancellation Condition apply to the insurance afforded by this endorsement. None of the terms of this endorsement apply to the coverage afforded by the policy.

1. **Insured's Duties in the Event of Occurrence, Claim or Suit - Coverages L and M.**

- (a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this endorsement; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

2. **Medical Reports; Proof and Payment of Claim - Coverage M.** As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the

company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of any person or, except hereunder, of the company.

3. **Insured's Duties When Loss Occurs -**

Coverage N. When loss occurs, the **insured** shall give written notice as soon as practicable to the company or any of its authorized agents, file sworn proof of loss with the company within ninety-one days after the occurrence of loss, exhibit the damaged property, if within his control, and cooperate with the company in all matters pertaining to the loss or claims with respect thereto.

4. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this endorsement, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

5. **Other Insurance.** The insurance afforded by this endorsement is primary insurance, except that with respect to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any **motor vehicle, recreational motor vehicle** or watercraft to which this insurance applies, this insurance shall be excess insurance over any other valid and collectible insurance available to the **insured**.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater

proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
 - (b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this endorsement for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
6. **Subrogation.** In the event of any payment under this endorsement, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.
 7. **Changes.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this endorsement or estop the company from asserting any right under the terms of this endorsement; nor shall the terms of this endorsement be waived or changed, except by endorsement issued to form a part of this endorsement.
 8. **Assignment.** Assignment of interest under this endorsement shall not bind the company until its consent is endorsed hereon; if, however, the **named insured** shall die, such insurance as is afforded by this endorsement shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative, (3) to the deceased's spouse, as **insured**, if a resident of the **insured premises** at the time of such death, and (4) to any other persons described in paragraph (a) of the Persons Insured Provision, as **insured**, but only while such other person is a resident of the **insured premises**.
 9. **Declarations.** By acceptance of this endorsement, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this endorsement is issued in reliance upon the truth of such representations and that this endorsement embodies all agreements existing between himself and the company or any of its agents relating to this insurance.