



**OREGON MUTUAL INSURANCE COMPANY
PERSONAL UMBRELLA LIABILITY POLICY
BUSINESS ACTIVITIES**

M0287U (1-03)

EXCLUSIONS

1. Exclusions 5., 8., and 12. are deleted and replaced by the following:
 5. "bodily injury", "property damage", or "personal injury" that results from activities related to the "business" of any "insured".

However, this exclusion does not apply to:

 - a. "bodily injury" or "property damage" to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence"; or
 - b. "personal injury" that results from the rental or holding for rental of premises that are "insured premises" for use as a residence, school, studio, office, or private garage.
 8. "property damage" to any property:
 - a. that is rented to, occupied by, used by, or in the care of an "insured" in relation to an "insured's" "business"; or
 - b. for which an "insured" is contractually obligated to provide insurance at the time of the "occurrence".

However, this exclusion does not apply to "property damage" caused by fire, smoke, or explosion to property other than farm buildings or farm personal property rented to, occupied by, used by, or in the care of an "insured" for farming purposes.
 12. "bodily injury", "property damage", or "personal injury" that results from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" into or upon land, water, or air.

However, this exclusion does not apply to:

 - a. "bodily injury", "property damage", or "personal injury" that results from the heat, smoke, or fumes of a fire on the "insured premises" that:
 - (1) becomes uncontrollable or breaks out from where it was intended to be; or
 - (2) is set by the "insured" for the purpose of burning off crop stubble or other vegetation consistent with normal and usual farming practices and is not in violation of any ordinances or laws; or
 - b. "bodily injury" or "property damage" that arises out of the ownership, leasing, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of a motor vehicle that is subject to motor vehicle registration or designed for use on public roads, but only to

- the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".
2. The following exclusions are added.

This Personal Umbrella Liability Coverage does not apply to:

 - a. "bodily injury" or "property damage" that results from the "insured's" performance of or failure to perform custom farm work for others for a charge under contract or agreement.

However, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".
 - b. "property damage" to products manufactured, sold, handled, or distributed by an "insured" when the "property damage" arises out of such products or a part of the products.
 - c. "property damage" to work performed by or for an "insured" when the "property damage" arises out of such work or a part of the work.

However, this exclusion does not apply to the extent that such "property damage" is covered by "underlying insurance" at the time of the "occurrence".
 - d. "bodily injury":
 - (1) to any employee, arising out of employment by an "insured" or out of tasks or duties performed for an "insured"; or
 - (2) to any family member, relative, or dependent of the employee due to "bodily injury" to the employee.

This exclusion applies whether the "insured" is liable either as an employer or in any other capacity and to any obligation of an "insured" to fully or partially reimburse another for damages arising out of the injury.

However, this exclusion does not apply to the extent that such "bodily injury" is covered by "underlying insurance" at the time of the "occurrence".
 - e. "bodily injury" or "personal injury" that arises out of any:
 - (1) refusal to employ;
 - (2) termination of employment;
 - (3) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment related practices, policies, acts, errors, or omissions; or

- (4) consequential "bodily injury" or "personal injury" as a result of e.(1), e.(2), or e.(3) above.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third party for damages arising out of e.(1), e.(2), e.(3), or e.(4) above.

- f. the liability of an employee for "bodily injury" or "personal injury" to another employee.

However, this exclusion does not apply to "bodily injury" to the extent that such "bodily injury" is covered by "underlying insurance" at the time of the "occurrence".

- g. "bodily injury" or "property damage" that results from the use of animals, other than horses, in or in the practice or preparation for any prearranged racing, speed, pulling or pushing, or stunt activities or contests.

However, this exclusion applies only to "occurrences" that take place at the location designated for the contest or activity.

- h. "bodily injury" or "property damage" that results from the discharge of substances from an aircraft.

However, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".

All other "terms" of the policy apply.

SAMPLE