



OREGON MUTUAL INSURANCE COMPANY
BUSINESSOWNERS
LIQUOR LIABILITY COVERAGE

M2343B (1-06)

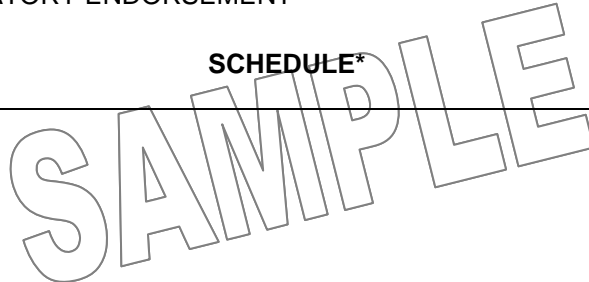
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESSOWNERS COVERAGE FORM
- BUSINESSOWNERS AMENDATORY ENDORSEMENT

SCHEDULE*

Each Common Cause Limit



*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

Section II – Liability of the BUSINESSOWNERS COVERAGE FORM is amended as follows:

- A.** The insurance provided under Paragraph **A.1. Business Liability**, also applies to all "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages.
- B.** For the insurance provided by this endorsement only, Paragraph **B. Exclusions** is amended as follows:

- 1.** Paragraph **1. Applicable To Business Liability Coverages**, other than Exclusions **a. Expected Or Intended Injury, d. Workers' Compensation And Similar Laws** and **e. Employer's Liability**, does not apply.

- 2.** The following exclusions are added:

This insurance does not apply to:

- a.** "Bodily injury" or "property damage" arising out of any alcoholic beverage sold, served or furnished while any required license is suspended or after such license expires, is cancelled or revoked.
- b.** "Bodily injury" or "property damage" arising out of "your product". This exclusion does not apply to "bodily injury" or "property damage" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- c.** Any "bodily injury" or "property damage" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "bodily injury" or "property damage" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

- C.** The following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance**:

D. Liability And Medical Expenses Limits Of Insurance

- 5.** Subject to the General Aggregate Limit shown on the Declarations, the Each Common Cause Limit shown in the Schedule of this endorsement is the most we will pay for all "bodily injury" or "property damage" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of alcoholic beverages to any one person.

Liability And Medical Expenses Limit Of Insurance shown in the Declarations does not apply to damages arising out of the selling, serving or furnishing of alcoholic beverages.

Paragraph B.4 of the BUSINESSOWNERS AMENDATORY ENDORSEMENT is replaced by the following:

4. Paragraph **D.4 Aggregate Limits** is replaced by the following:

4. Aggregate Limits

The most we will pay for:

- a. All "bodily injury" or "property damage" that is included in the "products-completed operations hazard" is the amount shown in the Declarations as the Products-Completed Operations Aggregate Limit; and
- b. All:
 - (1) "Bodily injury" or "property damage" except damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard";
 - (2) Plus "bodily injury" or "property damage" covered under the Liquor Liability Coverage;

- (3) Plus medical expenses;
 - (4) Plus all "personal and advertising injury" caused by offenses committed;
- is the amount shown in the Declarations as the General Aggregate Limit.

These Aggregate Limits do not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner, arising out of fire or explosion.

The Limits of Insurance of **Section II – Liability** apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.