



**OREGON MUTUAL INSURANCE COMPANY  
WINERY CLUSTER ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COVERAGE SUMMARY**

This is a summary of the coverages provided by this endorsement. Refer to the following pages for coverage details.

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This endorsement modifies insurance provided as follows:

**FIRE DEPARTMENT SERVICE CHARGES AND REPLACEMENT OF FIRE EXTINGUISHING MATERIALS**

Policy Conditions relating to Fire Department Service Charges are replaced by the following:

- A. When a fire department is called to save or protect COVERED PROPERTY from a COVERED CAUSE OF LOSS, we will pay up to \$10,000 for your liability for fire department service charges:
  - 1. Assumed by contract or agreement prior to loss; or
  - 2. Required by local ordinance.
- B. The Company will pay the cost of foam solutions, dry chemicals, halon or other fire extinguishing materials which have been lost, expended, damaged, or destroyed when caused by or resulting from an insured peril.
- C. No deductible applies to this coverage.

**MONEY AND SECURITIES**

- A. The Company will pay for loss of "money" and "securities" used in the Insured's business while at a bank or savings institution, within the Insured's living quarters or the living quarters of any partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places resulting directly from:
  - 1. Theft, meaning any act of stealing;
  - 2. Disappearance; or
  - 3. Destruction.

- B. In addition to the Limitations and Exclusions applicable to property coverage, the Company will not pay for loss:
  - 1. Resulting from accounting or arithmetical errors or omissions;
  - 2. Due to the giving or surrendering of property in any exchange or purchase;
  - 3. Of property contained in any money-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device; or
  - 4. Resulting from any dishonest or criminal act committed by any of the insured's employees, directors, trustees, or authorized representatives:
    - a. Acting alone or in collusion with other persons; or
    - b. While performing services for the insured or otherwise.
- C. The most that will be paid for loss in any one occurrence is:
  - 1. \$10,000 while "money" and "securities" are in or on the described premises, or within a bank or savings institution; or
  - 2. \$2,000 while "money" and "securities" are anywhere else.
- D. All loss:
  - 1. Caused by one or more persons; or
  - 2. Involving a single act or series of related acts; is considered one occurrence.
- E. The Insured must keep records of all "money" and "securities" so the amount of any loss or damage can be verified.
- F. Definitions applicable to this coverage:
  - 1. "Money" means:
    - a. Currency, coins and bank notes in current use and having a face value; and
    - b. Travelers checks, register checks and money orders held for sale to the public.
  - 2. "Securities" means negotiable and non-negotiable instruments or contracts representing either money or other property and includes:
    - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by the Insured; but does not include "money."

#### **WINE LEAKAGE**

The Company will pay for loss to covered property due to leakage of wine at a described premises. This includes property held by the Insured in trust or on consignment or on joint account belonging to others for which the Insured is liable.

##### **A. Limits**

The limit of insurance for this coverage is \$50,000.

##### **B. Deductible**

The Company will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible amount of \$1,000. The amount of loss or damage in excess of the deductible will then be paid up to the applicable limit of insurance

##### **C. Exclusions**

1. Losses covered by other perils covered by this policy will not also be covered by this wine leakage coverage.
2. In addition, the Company will not pay for the losses caused by inherent vice, spillage, water leakage, ordinary shortage, evaporation, or contamination.

#### **PROPERTY IN TRANSIT**

- A. The Company will pay for loss to the Insured's personal property in transit in or on a motor vehicle owned, leased or operated by the Insured while between points in the "coverage territory" for all risks of direct physical damage unless hereinafter excluded.
- B. The Company will not pay for loss or damage caused by or resulting from any of the following:
  1. Seizure or destruction of property by order of governmental authority. But the Company will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.
  2. Nuclear reaction or radiation, or radioactive contamination, however caused. But if loss or damage by fire results, the Company will pay for that resulting loss or damage.
  3. War, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
  4. The Company will not pay for loss or damage caused by or resulting from wear and tear, hidden or latent defect, rust, corrosion, or mechanical breakdown.

- C. The Company will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, the Company will pay for that resulting loss or damage.

1. Weather conditions. But this exclusion only applies if weather conditions initiate or set in motion a cause or event excluded in paragraph 1., 2., or 3., above to produce the loss or damage.
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
3. Faulty, inadequate or defective:
  - a. Planning, zoning, development, surveying, siting;
  - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c. Materials used in repair, construction, renovation or remodeling; or
  - d. Maintenance.

- D. The most the Company will pay for loss or damage is \$10,000.
- E. This Company shall not be liable for loss, if at the time of loss there is any other insurance which would attach if this insurance had not been effected, except that this insurance shall apply as excess and in no event as contributing insurance and then only after all other insurance has been exhausted.
- F. "Coverage territory" means the Continental United States and Canada.

#### **ACCOUNTS RECEIVABLE**

##### **A. Coverage**

1. The Company will pay:
  - a. All amounts due from the Insured's customers that the Insured is unable to collect;
  - b. Interest charges on any loan required to offset amounts the Insured is unable to collect pending the Company's payment of these amounts;
  - c. Collection expenses in excess of the Insured's normal collection expenses that are made necessary by loss or damage; and
  - d. Other reasonable expenses that are incurred to re-establish the Insured's records of accounts receivable;that result from direct physical loss or damage by any Covered Causes of Loss to the Insured's records of accounts receivable.
2. Property Not Covered  
Covered property does not include contraband, or property in the course of illegal transportation or trade.
3. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS to the Insured's records of accounts receivable except those causes of loss listed in the Exclusions.

4. Additional Coverage - Collapse

The Company will pay for loss or damage described in paragraph A.1. above, caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

- a. Fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, sinkhole collapse, volcanic action, falling objects, weight of snow, ice or sleet, water damage, breakage of building glass.

(1) Falling objects does not include loss or damage to:

- (a) Property in the open; or  
(b) Property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(2) Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

- b. Hidden decay;  
c. Hidden insect or vermin damage;  
d. Weight of people or personal property;  
e. Weight of rain that collects on a roof;  
f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

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

5. Coverage Extension - Removal

If the Insured gives the Company written notice within 10 days of removal of the Insured's records of accounts receivable because of imminent danger of loss or damage, the Company will pay for loss or damage while they are:

- a. At a safe place away from the described premises;  
b. Being taken to and returned from that place.

This Coverage Extension is included within the Limit of Insurance applicable to the premises from which the Covered Property is removed.

B. Exclusions

The Company will not pay for loss or damage caused by or resulting from any of the following:

1. Seizure or destruction of property by order of governmental authority.

But the Company will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

2. Nuclear reaction or radiation, or radioactive contamination, however caused.

But if loss or damage by fire results, the Company will pay for that resulting loss or damage.

3. War, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

4. Dishonest acts by:

- a. the Insured or the Insured's employees or authorized representatives;  
b. anyone else with an interest in the property, or their employees or authorized representatives; or  
c. anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

But this exclusion does not apply to a carrier for hire.

5. Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

6. Bookkeeping, accounting or billing errors or omissions.  
7. Electrical or magnetic injury, disturbance or erasure of electronic recordings. But the Company will pay for direct loss or damage caused by lightning.  
8. Voluntary parting with any property by the Insured or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.  
9. Unauthorized instructions to transfer property to any person or to any place.  
10. The Company will not pay for loss or damage that required any audit of records or any inventory computation to prove its factual existence.

11. The Company will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, the Company will pay for that resulting loss or damage.

- a. Weather conditions. But this exclusion only applies if weather conditions initiate or set in motion a cause or event excluded in paragraph 1., 2., or 3., above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
  - (1) Planning, zoning, development, surveying, siting;
  - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - (3) Materials used in repair, construction, renovation or remodeling; or
  - (4) Maintenance;  
of part or all of any property on or off the described premises.

C. Limit of Insurance

The most the Company will pay for loss or damage for accounts receivable at a described premises in any one occurrence is \$25,000.

D. Additional Conditions

The following is added to the Loss Payment Conditions of the policy:

1. If the amount of accounts receivable outstanding as of the time of loss or damage cannot be accurately established, the following method will be used:
  - a. Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
  - b. Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
2. The following will be deducted from the total amount of accounts receivable, however that amount is established:
  - a. The amount of the accounts for which there is no loss or damage;
  - b. The amount of the accounts that the Insured is able to re-establish or collect;
  - c. An amount to allow for probable bad debts that the Insured is normally unable to collect; and
  - d. All unearned interest and service charges.

E. Definitions Applicable To This Coverage:

1. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
  - b. Travelers checks, register checks and money orders held for sale to the public.
2. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by the Insured; but does not include "money."

**VALUABLE PAPERS AND RECORDS AND ELECTRONIC MEDIA AND RECORDS**

A. Coverage

The Company will pay for direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

a. Valuable Papers and Records

Covered Property means the following type of property that is the Insured's property or property of others in the Insured's care, custody or control;

Valuable papers and records, meaning inscribed, printed or written:

- (1) Documents;
- (2) Manuscripts; and
- (3) Records;

including abstracts, books, deeds, drawings, films, maps, or mortgages.

But valuable papers and records does not mean:

- (4) "Money" or "Securities";
- (5) Converted Data;
- (6) Programs or instructions used in the Insured's data processing operations, including the materials on which the data is recorded.

b. Electronic Media and Records

Covered Property means the following type of property that is the Insured's property or property of others in the Insured's care, custody or control;

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; and
- (3) Programming records used for electronic data processing or electronically controlled equipment.

2. Property Not Covered

Covered Property does not include:

- a. Property held as samples or for delivery after sale;
  - b. Property in storage away from the described premises; or
  - c. Contraband, or property in the course of illegal transportation or trade.
3. Covered Causes of Loss  
Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS to Covered Property except those causes of loss listed in the Exclusions.
4. Additional Coverage - Collapse:  
The Company will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:
- a. Fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, sinkhole collapse, volcanic action, falling objects, weight of snow, ice or sleet, water damage, breakage of building glass, all only as insured against in this policy.
    - (1) Falling objects does not include loss or damage to:
      - (a) Property in the open; or
      - (b) Property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
    - (2) Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.
  - b. Hidden decay;
  - c. Hidden insect or vermin damage;
  - d. Weight of people or personal property;
  - e. Weight of rain that collects on a roof;
  - f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- Collapse does not include settling, cracking, shrinkage, bulging or expansion.
5. Coverage Extension  
Removal  
If the Insured gives the Company written notice within 10 days of removal of Covered Property because of imminent danger of loss or damage, the Company will pay for loss or damage while it is:
- a. At a safe place away from the described premises; or

- b. Being taken to and returned from that place.

This Coverage Extension is included within the Limits of Insurance applicable to the premises from which the Covered Property is removed.

B. Exclusions

The Company will not pay for loss or damage caused by or resulting from any of the following:

- 1. Seizure or destruction of property by order of governmental authority.

But the Company will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

- 2. Nuclear reaction or radiation, or radioactive contamination, however caused.

But if loss or damage by fire results, the Company will pay for that resulting loss or damage.

- 3. War, including undeclared or civil war, warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- 4. Dishonest acts by:

- a. the Insured or the Insured's employees or authorized representatives;
- b. anyone else with an interest in the property, or their employees or authorized representatives; or
- c. anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

But this exclusion does not apply to a carrier for hire.

- 5. Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- 6. Bookkeeping, accounting or billing errors or omissions.
- 7. Electrical or magnetic injury, disturbance or erasure of electronic recordings. But the Company will pay for direct loss or damage caused by lightning.
- 8. Voluntary parting with any property by the Insured or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

9. Unauthorized instructions to transfer property to any person or to any place.
10. The Company will not pay for loss or damage that required any audit of records or any inventory computation to prove its factual existence.
11. The Company will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, the Company will pay for that resulting loss or damage.

- a. Weather conditions. But this exclusion only applies if weather conditions initiate or set in motion a cause or event excluded in paragraph 1., 2., or 3., above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
  - (1) Planning, zoning, development, surveying, siting;
  - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - (3) Materials used in repair, construction, renovation or remodeling; or
  - (4) Maintenance;
 of part or all of any property on or off the described premises.

**C. Limit of Insurance**

1. The most the Company will pay for loss or damage to Valuable Papers and Records (other than electronic media and records) at the described premises in any one occurrence is \$25,000.

For Valuable Papers and Records (other than electronic media and records) not at the described premises, the most the Company will pay is \$2500.

2. The most the Company will pay for loss or damage to Electronic Media and Records at the described premises in any one occurrence is \$10,000.

For Electronic Media and Records not at the described premises, the most the Company will pay is \$1,000.

If the Named Insured is a sole proprietor, the most the Company will pay for Electronic Media and Records at the Named Insured's place of residence is \$1,000.

**D. Property Loss Conditions**

The following is added to the Loss Payment Conditions of the policy:

1. The Company will determine the value of Valuable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

- a. Blank materials for reproducing the records; and
  - b. Labor to transcribe or copy the records.
- This Loss Condition does not apply to Valuable Papers and Records, or data or programming records, that are actually replaced or restored.

**E. Definitions Applicable To This Coverage**

1. "Money" means:
  - a. Currency, coins and bank notes whether or not in current use; and
  - b. Travelers checks, register checks and money orders held for sale to the public.
2. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
  - a. Tokens, tickets, revenue and other stamps whether or not in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which are not of the Insured's own issue; but does not include "money."

**ERRORS AND OMISSIONS IN DESCRIBING A PREMISES OR LOCATION**

The following is added to the Loss Payment Conditions of the policy:

The Insured will not be penalized because of any unintentional error or omission the Insured may make in listing or describing a premises or location to be covered under this policy.

**ARSON REWARD**

The Company will pay an additional amount of \$2,500 as a reward for information leading to an arson conviction for damage to covered property. No deductible applies to this additional coverage.

**BRANDS AND LABELS**

The following is added to the Loss Payment Conditions of the policy:

After a Covered Loss occurs, if the Insured does not wish to sell the damaged stock under the original brand or label, even though the damaged stock has a salvage value, the Insured may, at his own expense, remove the brand or label and than re-label the stock to comply with the law; or, label the damaged stock as "salvage" but, in doing so, cause no further damage to the damaged stock.

In either case, the Company will pay the difference between the salvage value of the damaged stock with the brand or label attached, and the salvage value of the damaged stock with the brand or label removed.

**MECHANICAL BREAKDOWN OF COMPUTER EQUIPMENT**

**A. Computer Equipment**

The Company will pay for direct physical loss of or damage to covered computer equipment inside the Insured's building for:

1. Mechanical breakdown or machinery breakdown;
  2. Short circuit, blow-out, or other electrical damage to electrical equipment, apparatus, or devices, including wiring.
- B. Data Or Media  
The Company will pay for direct physical loss or damage to the Insured's data or media caused when the Insured's computer equipment mechanically breaks down or malfunctions while data is being run through the system. The Company will pay for direct physical loss or damage to the Insured's data or media caused by electrical or magnetic injury, disturbance, or erasure of electronic recordings provided that the damage occurs inside the Insured's building.
- C. Coverage Restriction  
The Company will not pay for loss or damage caused by any change in the Insured's electric power supply, such as interruption, power surge, or brown out, if the change originates more than 100 feet from the building containing the Insured's computer equipment.
- D. Limit Of Insurance  
The most the Company will pay for loss or damage in any one occurrence is \$10,000.

#### **OUTDOOR UNATTACHED SIGNS**

- A. Coverage  
The Company will pay for direct physical loss of or damage to all outdoor signs not attached to buildings at the described premises:
1. Owned by the Insured; or
  2. Owned by others but in the Insured's care, custody or control.
- B. Limit  
The most the Company will pay for loss or damage in any one occurrence is \$5,000.
- C. Exclusions
1. The Company will not pay for loss or damage caused by or resulting from any of the following:
    - a. Seizure or destruction of property by order of governmental authority. But the Company will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.
    - b. Nuclear reaction or radiation, or radioactive contamination, however caused. But if loss or damage by fire results, the Company will pay for that resulting loss or damage.
    - c. War, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority

- using military personnel or other agents; or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- d. The Company will not pay for loss or damage caused by or resulting from wear and tear, hidden or latent defect, rust, corrosion, or mechanical breakdown.
2. The Company will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, the Company will pay for that resulting loss or damage.
    - a. Weather conditions. But this exclusion only applies if weather conditions initiate or set in motion a cause or event excluded in paragraph 1.a., 1.b., or 1.c., above to produce the loss or damage.
    - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
    - c. Faulty, inadequate or defective:
      - (1) Planning, zoning, development, surveying, siting;
      - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
      - (3) Materials used in repair, construction, renovation or remodeling; or
      - (4) Maintenance.

#### **DISPLAY BOOTHS AND EQUIPMENT**

- A. Coverage  
The Company will pay for direct physical loss of or damage to display booths and related equipment while being used at or transported to or from events away from the insured premises:
1. Owned by the Insured; or
  2. Owned by others but in the Insured's care, custody or control.
- B. Limit  
The most the Company will pay for loss or damage in any one occurrence is \$5,000.
- C. Exclusions
1. The Company will not pay for loss or damage caused by or resulting from any of the following:
    - a. Seizure or destruction of property by order of governmental authority. But the Company will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.
    - b. Nuclear reaction or radiation, or radioactive contamination, however caused. But if loss or damage by fire results, the Company will pay for that resulting loss or damage.

- c. War, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
  - d. The Company will not pay for loss or damage caused by or resulting from wear and tear, hidden or latent defect, rust, corrosion, or mechanical breakdown.
2. The Company will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, the Company will pay for that resulting loss or damage.
- a. Weather conditions. But this exclusion only applies if weather conditions initiate or set in motion a cause or event excluded in paragraph 1., 2., or 3., above to produce the loss or damage.
  - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - c. Faulty, inadequate or defective:
    - (1) Planning, zoning, development, surveying, siting;
    - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3) Materials used in repair, construction, renovation or remodeling; or
    - (4) Maintenance.