

#### OREGON MUTUAL INSURANCE COMPANY BUSINESSOWNERS GARAGEKEEPERS COVERAGE

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

This endorsement modifies insurance provided under the following:

#### BUSINESSOWNERS COVERAGE FORM

#### The following is added to **Section II - Liability**.

SCHEDULE				
Location				
Coverage	Limit of Insurance	Each Auto Deductible	Maximum Deductible	Premium
Comprehensive				
Collision				
Location				
Coverage	Limit of Insurance	Each Auto Deductible	Maximum Deductible	Premium
Comprehensive				
Collision				
Location				
Coverage	Limit of Insurance	Each Auto Deductible	Maximum Deductible	Premium
Comprehensive				
Collision				
Total:				
This coverage applies on a legal liability basis unless an "x" is indicated in this box. If there is an "x" in this box, the coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "covered auto" and is primary insurance.				
<b>NOTE</b> : The Comprehensive deductible applies only to loss caused by theft, mischief or vandalism. (Refer to Paragraph C. – LIMIT OF INSURANCE AND DEDUCTIBLE)				

#### A. COVERAGE

- We will pay all sums the "insured" legally must pay as damages for "loss" to a "covered auto" or "covered auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:
  - a. Comprehensive Coverage. From any cause except:
    - (1) The "covered auto's" collision with another object; or
    - (2) The "covered auto's" overturn.
  - b. Collision Coverage. Caused by:
    - (1) The "covered auto's" collision with another object; or
    - (2) The "covered auto's" overturn.

- 2. We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this policy. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.
- 3. WHO IS AN INSURED

The following are "insureds" for "loss" to "covered autos" and "covered auto" equipment:

- a. You; and
- b. Your partners, (if you are a partnership, or members (if you are a limited liability company), employees, directors or shareholders while acting within the scope of their duties as such.

## 4. COVERAGE EXTENSIONS

Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":

- a. All expenses we incur;
- The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance;
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work;
- d. All costs taxed against the "insured" in any "suit" we defend; and
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

## B. EXCLUSIONS

- 1. This insurance does not apply to any of the following:
  - Liability resulting from any agreement by which the "insured" accepts responsibility for "loss";
  - "Loss" due to theft or conversion caused in any way by you, your employees or by your shareholders;
  - c. Defective parts or materials; and
  - d. Faulty "work you performed".
- 2. We will not pay for "loss" to any of the following:
  - Tape decks or other sound reproducing equipment unless permanently installed in a covered "auto";
  - Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment;
  - c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio; or
  - d. Equipment designed or used for the detection or location of radar.

# C. LIMIT OF INSURANCE AND DEDUCTIBLE

- Regardless of the number of covered "autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule for that location minus the applicable deductibles for "loss" caused by collision, theft or mischief or vandalism.
- The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive Coverage is the most that will be deducted for all "loss" in any one event caused by theft or mischief or vandalism.
  - Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

## D. ADDITIONAL DEFINITIONS

3.

- "Covered auto" means any customer's "auto" while left with your "garage operations" for service, repair, storage or safekeeping. Customers include your employees or members of their households who pay for the services performed.
- "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also include all operations necessary or incidental to a garage business.
- 3. "Loss" means direct and accidental loss or damage including any resulting loss of use.
- 4. "Work you performed" includes work that someone performed for you.