



OREGON MUTUAL INSURANCE COMPANY
VETERINARIANS LARGE ANIMAL CLUSTER ENDORSEMENT

M2641B (2-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

These coverages are subject to the provisions applicable to **Section I – Property, Section III – Common Policy Conditions, and Section IV – Mutual Policy Conditions And Procedures** of the policy.

LIABILITY COVERAGE

1. **Veterinary Medical Board Coverage**

The following is added to **Section II – Liability** paragraph **A.1.f.(1) – Coverage Extensions – Supplementary Payments:**

- (h) We will reimburse necessary legal expenses you incur in response to a formal investigation conducted by an applicable Veterinary Medical Board in a state in which you are licensed, regarding a veterinary medical incident that occurs during the policy term. The most we will pay under this Extension is \$10,000 in any one investigation, subject to an annual aggregate of \$30,000.

PROPERTY COVERAGES

2. **Animal Care Custody and Control**

The following is added to **Section I – Property, Paragraph A.1.b.(2).**

We will pay for direct physical loss of or damage to animals owned by others while located anywhere within the policy territory that are in your care, custody or control, but for which you are not legally liable, up to a limit of \$50,000 per animal, subject to a \$300,000 annual aggregate.

- A. This coverage does not include:
1. Animals you hold for sale;
 2. Animals held as samples or for delivery after sale;
 3. Contraband or property in the course of illegal transportation or trade;
 4. Animals belonging to you, your partners, directors, officers or employees; or
 5. Animals in the care, custody or control of other bailees, whether acting as independent contractors of you or otherwise;
- B. We will not pay for loss or damage to animals under this provision caused by or resulting from:
1. Any veterinary treatment process;
 2. Food poisoning or food infections caused by anyone other than you or your employees;
 3. Death from:
 - a. natural causes, including old age or disease; or
 - b. contact with another animal, other than attack by another animal;

4. Mechanical Breakdown, including rupture or bursting caused by centrifugal force;
5. a. Dishonest or criminal act by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose;
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.b. This exclusion does not apply to:
 - (1) Acts of destruction by your employees, except that theft by employees is not covered; or
 - (2) Acts committed by carriers for hire or anyone claiming to be a carrier for hire.
6. Theft of an animal left in a vehicle overnight or at the described premises while it is not open for business, unless the vehicle is in a locked building;
7. Unexplained disappearance or misdelivery; or
8. Delay or any other consequential loss.

No deductible applies to this coverage.

3. **Animal Preservation or Disposal Expense**

The following is added to **Section I – Property** paragraph **A.6. – Coverage Extensions:**

You may extend the insurance that applies to Business Personal Property to apply to costs made necessary

- A. To dispose of the remains of animals in your care, custody or control, that die as a result of a covered cause of loss at an insured location; or
- B. To remove animals in your care, custody or control, from an insured location to protect them from imminent danger arising out of a covered cause of loss.

The most we will pay under this Extension is \$1,000 for any one animal, up to a limit of \$25,000 annual aggregate.

No deductible applies to this coverage extension.

4. **Equipment and Supplies Floater**

You may extend the insurance that applies to Business Personal Property to apply to veterinary medical equipment, materials, supplies, and books usual to the veterinary profession and usually carried with you, while the property is in the course of transit; temporarily at a premises you do not own, lease or operate; or, if the Named Insured is a sole proprietor, at the Named Insured's place of residence.

The most we will pay for loss or damage under this Extension is \$25,000 per occurrence.

The deductible applicable to the Businessowners Property Section of the policy applies to this coverage.

5. **Government Closure Due to Animal Sickness**

A. **GOVERNMENT CLOSURE DUE TO ANIMAL SICKNESS – BUSINESS INCOME**

We will pay for the actual loss of “Business Income” you sustain due to the necessary suspension of your “operations” if a government body orders your premises closed because of the discovery or suspicion of an “Animal Borne Disease” at a location described in the Declarations.

The amount of the “Business Income” loss will be determined based on:

1. The net income of the business before the closure order of the government body;
2. The likely net income of the business had no loss occurred;
3. The operating expenses, including payroll expenses, necessary to resume “operations” with the same quality of service that existed just before the closure order; and
4. The additional advertising expense necessary to restore the business reputation.

The most we will pay for this coverage for suspensions of your “operations” ordered in any one policy period is \$25,000. If the suspension of operations is continuing from a previous policy period, only the \$25,000 limit that applied when the suspension began will apply to that “occurrence”.

B. **GOVERNMENT CLOSURE DUE TO ANIMAL SICKNESS – EXTRA EXPENSE**

We will pay:

1. Your necessary expense to clean your equipment due to the order of a government body;
2. Your cost to replace consumable goods due to the order of a government body;
3. Necessary costs for medical tests and vaccines for affected employees as required by a government body. Except with respect to medical tests and vaccines for which there is coverage under the Industrial Insurance Act of Washington or the Workers Compensation law of any state, this coverage will be primary with respect to other insurance covering this same cause of loss.

The most we will pay for this coverage for losses incurred in any one policy period is \$2,500. If the government body orders, resulting from a single “occurrence,” continue into a succeeding policy period, the same \$2,500 limit will apply to all such expenses.

C. **EXCLUSIONS**

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

1. **Fines or Penalties**

Fines or Penalties of any kind.

2. **Delay in Resuming Operations**

Delay in resuming “operations”, due to interference at the location by strikers or other persons.

D. **DUTIES IN THE EVENT OF LOSS**

You must see that the following are done in the event of loss:

1. Notify all public authorities which have jurisdiction over the incident.
2. Indicate in the Notice of Loss the details of how, when, and where the “Animal Borne Disease” occurred.
3. Resume all your “operations” as quickly as possible. If you do not resume “operations” or do not resume “operations” as quickly as possible, we will pay based on the time it would have taken to resume “operations” as quickly as possible.

E. **DEFINITIONS**

1. “Business Income” means the:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
2. “Animal Borne Disease” means an infectious disease transmitted to humans or to other animals from animals being treated by or which are in the care of the insured.
3. “Occurrence” means the closure of a premises at which you conduct your business because of the discovery or suspicion of an “Animal Borne Disease”.

F. **DEDUCTIBLE**

No deductible applies to this coverage.

6. **Recovery of Lost or Stolen Animals**

The following is added to **Section I – Property** paragraph **A.6. – Coverage Extensions**:

You may extend the insurance that applies to Business Personal Property to apply to costs of advertisements, rewards, or other related expenses made necessary to recover animals which have been placed in your custody for treatment or boarding if they escape or are stolen.

The most we will pay under this Extension is \$1,000 for any one animal, subject to an annual aggregate of \$5,000.

No deductible applies to this coverage extension.