



OREGON MUTUAL INSURANCE COMPANY
BUSINESSOWNERS
VETERINARIANS PROFESSIONAL LIABILITY

M2643B (1-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

Section II –Liability is amended as follows:

- A.** For the insurance provided by this endorsement, all provisions under Paragraph **A.1. Business Liability** also apply to other injury.
- B.** Paragraph **A. Coverages** also applies to “bodily injury, property damage”, “personal and advertising injury”, or other injury arising out of the rendering of or failure to render professional services in connection with the insured’s practice as a veterinarian, including serving as a member of a formal accreditation, standards review or equivalent professional board or committee.
- C.** Paragraph **B. Exclusions** is amended as follows:
- Paragraph **1.b.** is replaced by the following:
This insurance does not apply to:
 - “Bodily injury”, “property damage”, or other injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
 - Paragraph **1.j.** does not apply with respect to professional services in connection with the insured’s practice as a veterinarian.
 - The following **Exclusion** is added:
This insurance does not apply to:
 - “Bodily injury”, “property damage”, “personal and advertising injury”, or other injury arising out of a criminal act including but not limited to fraud committed by the insured or any person for whom the insured is legally responsible.
 - Liability resulting from the theft of any animal.
- D.** Paragraph **C.1 Who Is An Insured** is replaced by the following:
- If you are designated in the Declarations as:
 - An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner and the conduct of professional services in connection with your practice as a veterinarian.
 - A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business and the conduct of professional services in connection with your practice as a veterinarian.
 - An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors and the conduct of professional services in connection with your practice as a veterinarian. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- E.** Paragraph **C.2.a. Who Is An Insured** is replaced by the following:
- Each of the following is also an insured:
 - Your employees, other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these employees is an insured for:
 - “Bodily injury” or “personal and advertising injury”:
 - To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-employee while that co-employee is either in the course of his or her employment or performing duties related to the conduct of your business;
 - To the spouse, child, parent, brother or sister of that co-employee as a consequence of Paragraph **(1)(a)** above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages of the injury described in Paragraphs (1)(a) or (1)(b); or
- (2) "Bodily injury", "property damage", or "personal and advertising injury" arising out of his or her providing or failing to provide professional veterinary services. However, if you have employees who are veterinarians, they are insured with respect to their providing or failing to provide professional veterinary services in connection with your practice.
- (3) "Property damage" to property:
- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
- you, any of your employees, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- F. The following is added to **Paragraph C. Who Is An Insured**:
3. Any "locum tenens veterinarian" but only with respect to liability arising out of the rendering of or failure to render professional services in connection with the insured's practice as a veterinarian. However, this paragraph does not apply if "locum tenens veterinarian(s)" are used more than sixty (60) days, in whole or in part, during any policy period. You must notify us as soon as practicable of the name and veterinary license number of each "locum tenens veterinarian" and the time during which you will use such "locum tenens veterinarian(s)".
- G. Paragraph **D.2. of Liability And Medical Expenses Limits Of Insurance** is replaced by the following:
2. The most we will pay for the sum of all damages because of all:
- a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence";
- b. "Personal and advertising injury" sustained by any one person or organization; and
- c. Other injury arising out of any one "occurrence";
- is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.
- H. For the coverage provided by this endorsement, the definition of "occurrence" in Paragraph **F.13. Liability And Medical Expenses Definitions** is amended to include any act or omission arising out of the rendering of or failure to render professional veterinary services.
- I. The following is added to Paragraph **F. Business Liability Definitions**:
23. "Locum tenens veterinarian" means a substitute veterinarian any insured veterinarian engages to work on their behalf on an occasional and non-routine basis while they are temporarily away from their usual attendance at the professional practice.