



OREGON MUTUAL INSURANCE COMPANY  
BUSINESSOWNERS  
AMENDATORY ENDORSEMENT

M2732B (10-21)

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**A. Section I – Property** is amended as follows:

1. Paragraph **A.1.b.(2) Covered Property** is amended as follows:
  - (2) Property of others that is in your care, custody or control, except employees' tools, and as provided in Loss Payment Property Loss Condition Paragraph **E.6.d.(3)(b)**;
2. Paragraph **A.2.e. Property Not Covered** is replaced by the following:
  - e. Radio or television antennas (including satellite dishes) and their lead-in wiring, masts, or towers, signs (other than signs attached to buildings), trees, shrubs or plants, property not covered herein, except as provided in the:
    - (1) Outdoor property Coverage Extension;  
or
    - (2) Outdoor Signs Optional Coverage
3. The following is added to Paragraph **A.2. Property Not Covered**:
  - i. Fine arts, paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.
4. The following is added to Paragraph **A.4. Limitations**:
  - d. **Limit of Insurance:** \$3,000 is the most we will pay for loss or damage to memorabilia, souvenirs, collectors' items and similar articles whose age or history contribute to their value.
5. Paragraph **A.6.c. Coverage Extensions – Outdoor Property** is replaced by the following:

You may extend the insurance provided by this policy to apply to your radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expenses, caused by or resulting from any of the following causes of loss:

  - (1) Fire;
  - (2) Lightning;
  - (3) Explosion;
  - (4) Riot or Civil Commotion; or
  - (5) Aircraft.

**Limit of Insurance:** The most we will pay for loss or damage under this Extension is \$2,500, but not more than \$500 for any one tree, shrub or plant.
6. The following is added to Paragraph **B.1. Exclusions**:
  - i. **Virus Or Bacteria**
    - (1) Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
    - (2) However, the exclusion in Paragraph (1) does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in Limited Fungi, Wet Rot, Dry Rot and Bacteria Coverage endorsement **M2620B**.
    - (3) With respect to any loss or damage subject to the exclusion in Paragraph (1), such exclusion supersedes any exclusion relating to "pollutants".
7. The following is added to Paragraph **B.2. Exclusions**:
  - p. **Continuous Or Repeated Seepage Or Leakage Of Water**

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
8. The following is added to Paragraph **B.2.f Exclusions – Dishonesty**:

We will not pay for loss or damage caused by or resulting from any "dishonest" or criminal act committed by the spouse of anyone listed in this paragraph.

For the purpose of this paragraph, "dishonest" means any act characterized by lack of truth, honesty, or trustworthiness or intent to defraud or deceive.
9. Paragraph **C.2. Limits of Insurance** is replaced by the following:
  2. **Limit of Insurance:** The most we will pay for loss or damage to outdoor signs attached

to buildings is the Limit of Insurance shown in the Declarations for the Building to which the sign is attached.

**10. Paragraph C.4. Building Limit – Automatic Increase** is replaced by the following:

- a. The Limit of Insurance for Buildings will automatically increase by an annual percentage rate of 5%.
- b. The amount of increase will be:
  - (1) The Building limit that applied on the most recent of: the policy effective date or any other policy change amending the Building limit, times
  - (2) The percentage rate of 5%, expressed as a decimal (example: 5% is .05), times
  - (3) The lesser of the number of days since the effective date of the current policy or the effective date of the most recent policy change amending the Building limit, divided by 365.

**Example:**

If: The applicable Building limit is \$100,000.  
The annual percentage increase is 5%. The number of days since the beginning of the policy year (or last policy change) is 146.  
The amount of increase is  
 $\$100,000 \times .05 \times 146 \div 365 = \$2,000$ .

**11. The following is added to Paragraph C. Limits of Insurance:**

6. **Limit of Insurance:** The most we will pay for the sum of the losses covered under Paragraph A.5.f. **Business Income** and Paragraph A.5.g. **Extra Expense** is the least of the actual loss sustained or \$5,000,000.

**12. Paragraph D.2. Deductibles** is replaced by the following:

2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage for Glass and under all of the following Optional Coverages in any one occurrence is \$500. Those Optional Coverages are:
  - a. Money and Securities;
  - b. Employee Dishonesty; and
  - c. Outdoor Signs.

But this Optional Coverage/Glass Deductible will not increase the Deductible Shown in the Declarations. This Deductible will be used to satisfy the requirements of the Deductible in the Declarations.

The following is added to Paragraph D. **Deductibles:**

4. The most we will deduct for loss or damage to all signs at all locations on a policy is \$5,000 per "occurrence".

**13. Paragraph G.1.a. Optional Coverages – Outdoor Signs** is replaced by the following:

- a. We will pay for direct physical loss of or damage to all unattached outdoor signs at the described premises:
  - (1) Owned by you; or
  - (2) Owned by others but in your care, custody or control.

**14. Paragraph G.4. Optional Coverages – Mechanical Breakdown** does not apply.

**15. The following is added to Paragraph H. Property Definitions**

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**B. Section II – Liability** is amended as follows:

**1. Paragraph B.1.g.(5) Exclusions Applicable to Business Liability Coverage – Aircraft, Auto Or Watercraft** is replaced by the following:

This insurance does not apply to:

- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
  - (b) The operation of any of the following equipment:
    - (i) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (ii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**2. The following are added to Paragraph B.1. Exclusions Applicable to Business Liability Coverage:**

This insurance does not apply to:

**q. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**r. Distribution Of Material In Violation Of Statutes**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**s. "Silica", "Lead" or "Asbestos"**

(1) "Bodily injury", "property damage", or "personal and advertising injury" that arises out of, or relates in any way to, "silica", "lead" or "asbestos". This exclusion applies to any and all claims, against each and every insured, regardless of the nature of the claim, or the legal or factual theory underlying the claim.

This exclusion applies but is not limited to:

- a. Any claim or suit by or on behalf of any governmental authority or any other allegedly responsible party because of:
  - (1) Assessing the presence, absence or amount or effects of "silica", "lead" or "asbestos";
  - (2) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating "silica", "lead" or "asbestos";
  - (3) Responding to "silica", "lead" or "asbestos" in any way other than as described in **a.(1)** and **a.(2)** above;
- b. Any request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:

- (1) Assessing the presence, absence or amount or effects of "silica", "lead" or "asbestos";
- (2) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating "silica", "lead" or "asbestos";
- (3) Responding to "silica", "lead" or "asbestos" in any way other than as described in **b.(1)** or **b.(2)** above;

- c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
- d. Any obligation to share damages with or repay someone else in connection with any of the subsections above

(2) This exclusion does not apply to "bodily injury":

- a. Resulting from the ingestion of goods intended for human consumption;
- b. Resulting from sudden asphyxiation caused by the collapse of any storage pile or container.

(3) For the purpose of this exclusion the following definitions are added:

- a. "Silica"  
The term "silica" includes, but is not limited to, the mineral silicon dioxide and any type or form of it including, but not limited to, silica-containing products, goods, fibers or materials, silica dust, fine particulate dust of siliceous or silicic minerals, and any gasses, vapors, scents or by-products produced or released by silica, silica dust or silica-containing products, goods, fibers or materials. Siliceous or silicic minerals include, but are not limited to, sand, quartz, slate, granite and flint.

- b. "Lead"  
The term "lead" includes, but is not limited to, the element lead, lead compounds or lead contained in any materials.

**c. "Asbestos"**

The term "asbestos" includes, but is not limited to, the mineral asbestos and any type or form of it including, but not limited to, asbestos-containing products, goods, fibers or materials, asbestos dust, fine particulate dust of asbestos miners, and any gasses vapors, scents or by-products produced or released by asbestos, asbestos dust or asbestos-containing products, goods, fibers or materials.

**t. Racing Activities**

"Bodily injury" or "property damage" arising out of the use of "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

**u. Copyright, Trademark, Service Mark or Trade Name**

Any claim resulting from infringement of copyright, trademark, service mark or trade name (other than titles or slogans) by use of such marks or names with goods, products or services sold, offered for sale or advertised.

**v. Access or Disclosure of Confidential or Personal Information and Data-related Liability**

(1) "Bodily injury", "property damage", or "personal and advertising injury", arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information, or

(2) Damages arising out of the loss of, or use of, damage to, corruption of, inability to access, or to manipulate electronic data.

This exclusion applies even if damage are claimed for notification cost, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used

on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

**w. Communicable Disease**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

3. Paragraph **C.3. Who Is An Insured** does not apply.

4. Paragraph **D.4. Liability And Medical Expenses Limit of Insurance – Aggregate Limits** is replaced by the following:

**Limit of Insurance:** 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 medical expenses;
  - (3) Plus all "personal and advertising injury" caused by offenses committed;

is the amount shown in the Declarations as the General Aggregate Limit.

This Aggregate Limit does 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.

5. Paragraph **E.3. Liability And Medical Expenses General Conditions – Financial Responsibility Laws** does not apply.

6. Paragraph **F.2. Liability And Medical Expenses Definitions** is replaced by the following:

2. "Auto" means:

- a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

But however, "auto" does not include "mobile equipment".

7. The following is added to paragraph **F.12. Liability And Medical Expenses Definitions**:

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

C. The following is added to the **SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**

#### M. Prenotification

As a part of our underwriting procedure, an investigative consumer report may be prepared whereby information is obtained through personal interviews with your neighbors, friends, or others with whom you are acquainted. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living. If an investigation is made, you can be assured that it will be handled in the strictest confidence.

If you wish information on the nature and scope of the customer report which may be requested, please send your written request to: Oregon Mutual Insurance Company, P.O. Box 808, McMinnville, Oregon 97128.

If a claim is filed on the insured property, information on the claim may be given to the Property Insurance Loss Register (PILR) for use by insurance companies in investigating the legitimacy of that claim as well as other claims for loss on the property. Information which will be given to the PILR may include name, age and sex, current and previous addresses, loss location, insurance policy information, cause of loss, type of property, and identification of others who have an interest in the property or who are involved in the claimed loss.

Such information may be collected by an insurer or an adjuster by questioning you, your spouse or others who have an interest in the property, those who are involved in the claimed loss, and fire department personnel. Information on you will be given by PILR to insurance companies which subscribe to its services for use in investigating other claimed losses.

#### N. Mutual Policy Conditions

This policy is issued by a mutual Company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance, of which the following shall apply to and form a part of this policy:

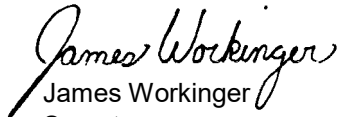
By virtue of purchasing this policy the Insured is a member of the Oregon Mutual Insurance Company and is hereby notified that the annual meetings of the Company are held at or near the immediate vicinity of the home office in the city of McMinnville, Oregon 97128, on the first Tuesday in March of each year, at 10:00 AM for the purpose of transacting the general business of the Company

and for the election of directors. This notice shall be deemed full notice of the annual meeting. This policy is Nonassessable. The holder of this policy is not subject to any contingent liability, nor liable to assessment.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page and countersigned on the Declaration Page by a duly authorized representative of the Company.



Steven L. Patterson  
President



James Workinger  
Secretary

SAMPLE