M2815F (9-07)



OREGON MUTUAL INSURANCE COMPANY WINERY CLUSTER EXTENSION UNEXPECTED WINE OXIDATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to the Winery Cluster Endorsement or the Winery Special Cluster Endorsement attached to this policy:

UNEXPECTED WINE OXIDATION

A. The Company will pay for loss or damage to covered property caused by or resulting from unexpected wine oxidation of products, whether finished or in process if the unexpected wine oxidation is caused by failure of corks, synthetic corks or screw tops and results in volatile acidity that exceeds the federal standard. Wine is deemed to exceed the federal standard if it contains more than 4.0 grams (4.0 percent) of volatile acidity (calculated as acetic acid and exclusive of sulfur dioxide) per 100 milliliters of wine (Sec. 201, Pub. L. 85–859 and Sec. 455, Pub. L. 98–369, 72 Stat.1380, as amended (26 U.S.C. 5361, 5362)).

B. Limit of Insurance

We will pay the amount shown in the Declarations per any one incident involving one vintage in the same fermentation process or batch. The Limit of Insurance is the most we will pay regardless of the number of claims. The Limit of Insurance for this coverage form applies 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.

C. Deductible

The Company will not pay for loss or damage in any one unexpected wine oxidation loss until the amount of loss or damage exceeds the deductible. The amount of loss or damage in excess of the deductible will then be paid up to the applicable limit of insurance. In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 10% of the Limit of Insurance applicable to the property that has sustained loss or damage.

D. Limitation

- 1. The coverage provided by this endorsement applies:
 - a. Only to wine stored in bottles when the unexpected wine oxidation commenced, and
 - a. Only to wine bottled during the term of this endorsement, and
 - b. Only if a claim is made with the Company during the twenty-four (24) month period beginning at the effective date of this policy.
- 2. The most we will pay per any one 750 ml of wine is \$75.
- 3. We will not pay for loss resulting from oxidation of non-vintage blends.

E. Condition

An independent testing laboratory must verify that the wine exceeds 4.0 grams (4.0 percent) of volatile acidity (Calculated as acetic acid and exclusive of sulfur dioxide) per 100 milliliters of wine.

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