



**OREGON MUTUAL INSURANCE COMPANY
COMMERCIAL AUTO CLUSTER ENDORSEMENT**

M2855A (8-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

COVERAGE SUMMARY

This is a summary of the coverages provided by this endorsement.

- 1. Bail Bonds..... 1
- 2. Broadened Pollution..... 1
- 3. Business Property of Others..... 1
- 4. Employees as Insureds, Other Than Retail Delivery..... 1
- 5. Glass Repair Deductible Waiver..... 1
- 6. Hired Auto Loss of Use..... 1
- 7. Hired Auto Physical Damage..... 1
- 8. Loan Lease Gap..... 2
- 9. Personal Effects..... 2
- 10. Rental Reimbursement..... 2
- 11. Towing..... 2
- 12. Additional Insured by Contract or Agreement.... 2
- 13. Waiver of Subrogation by Contract or Agreement..... 3

1. Bail Bonds

Section II – Liability Coverage, **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Paragraph (2)** is replaced with the following:

(2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. Broadened Pollution

The following is added to Section II – Liability Coverage, **B. Exclusions, 11. Pollution**:

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" carried in or upon a covered "auto" up to the first \$1,000 of damage for any one "accident".

3. Business Property of Others

The following is added to Section II – Liability Coverage, **B. Exclusions, 6. Care, Custody or Control**:

This exclusion does not apply to "property damage" to property of others up to an amount not exceeding \$1,000 in any one "accident".

Coverage is excess over any other valid and collectible insurance.

4. Employees as Insureds, Other Than Retail Delivery

The following is added to Section II – Liability Coverage, **A. Coverage, 1. Who Is An Insured**:

An "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, this paragraph does not apply to "auto" used for retail delivery.

5. Glass Repair Deductible Waiver

The following is added to Section III – Physical Damage Coverage, **A. Coverage, 3. a. Glass breakage**:

No deductible applies if glass damage is repaired rather than replaced.

6. Hired Auto Loss of Use

Section III – Physical Damage Coverage, **A. Coverage, 4. Coverage Extensions, b. Loss Of Use Expenses**, the last sentence is replaced with:

However, the most we will pay for any expenses for loss of use is \$75 per day, to a maximum of \$1,000.

7. Hired Auto Physical Damage

The following is added to Section III – Physical Damage Coverage, **A. Coverage, 4. Coverage Extensions**:

Hired Auto Physical Damage

If a Covered Auto Designation Symbol 1 or 8 applies to Liability Coverage, and if at least one covered "auto" you own is covered for Comprehensive or Specified Causes of Loss and Collision coverage, then the physical damage coverage provided extends to those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households. The deductible will be equal to the highest deductible applicable to covered "autos" you own.

The most we will pay under this coverage is the least of:

1. \$50,000; or
2. The actual value at the time of loss; or
3. The cost of repairing or replacing the damaged or stolen property with other property of like kind or quality.

8. **Loan Lease Gap**

The following is added to Section III – Physical Damage Coverage, **A. Coverage**:

Loan Lease Gap

In the event of a total "loss" to a covered "auto" that is covered for Comprehensive or Specified Causes of Loss and Collision coverage, we will pay the "outstanding balance" on the lease or loan for that covered "auto" up to \$2,500.

9. **Personal Effects**

The following is added to Section III – Physical Damage Coverage, **A. Coverage**, **4. Coverage Extensions**:

Personal Effects

For any owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

10. **Rental Reimbursement**

The following is added to Section III – Physical Damage Coverage, **A. Coverage**, **4. Coverage Extensions**:

Rental Reimbursement

If a covered "auto" owned by you is covered for Comprehensive or Specified Causes of Loss and Collision coverage, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
2. Up to \$75 per day up to 30 calendar days.

This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under another Physical Damage Coverage Extension.

11. **Towing**

Section III – Physical Damage Coverage, **A. Coverage**, **2. Towing** is replaced with the following:

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" of the private passenger or Light Local Service (0 – 10,000 lbs. GVW) type is disabled. However, the labor must be performed at the place of disablement.

12. **Additional Insured by Contract or Agreement**

A. The following is added to Section II – Liability Coverage, **A. Coverage, **1. Who Is An Insured**:**

When you have agreed in a written contract or agreement to include a person or organization as an additional "insured", such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional "insured" only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Section II – Liability Coverage, Paragraph **A.1. Who Is An Insured**, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto"; and [TD1][TD2]
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident"; and
3. The insurance afforded to any such additional "insured" does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.

B. The most we will pay on behalf of such additional "insured(s)" is the lesser of:

1. The Limits of Insurance specified in the written contract or agreement described above; or

2. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.

- C. The following change is made to Section II – Liability Coverage, **A. Coverage, 1. Who is An Insured:**

Paragraph **1.c.** is deleted in its entirety.

- D. The following changes are made to Section IV – Business Auto Conditions, **B. General Conditions, Paragraph 5. Other Insurance:**

1. The following is added to Paragraph **5.a.:**

If required by the written contract or agreement described above, the insurance afforded to the additional "insured" under this provision will be primary to, and will not seek contribution from, the additional "insured's" own insurance.

2. Paragraph **5.c.** is deleted in its entirety.

- E. Section V – Definitions, "insured contract" is amended to add the following:

An "insured contract" does not include that part of any contract or agreement:

That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

13. Waiver of Subrogation by Contract or Agreement

The following is added to Section IV – Business Auto Conditions, **A. Loss Conditions, Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we have against a person or organization because of payments we make for "bodily injury" or "property damage" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
 - a. Made prior to the "accident" or "loss" resulting in the covered "bodily injury" or "property damage"; and
 - b. Was in effect at the time of the covered "bodily injury" or "property damage".
2. The covered "bodily injury" or "property damage" must arise out of the operations specified in such written contract or agreement.
3. At our request you must provide us with a copy of the aforementioned written contract or agreement.

Additional Definitions

The following Paragraphs are added to Section V – Definitions:

- Q. "Personal effects" means your tangible property that is worn or carried by you, except tools, jewelry, money or securities.
- R. "Outstanding balance" means the amount you owe on the lease or loan at the time of the "loss" less any overdue lease/loan payments, security deposits not returned by the lessor, costs for extended warranties or insurance purchased with the loan or lease, or carry-over balances from previous loans or leases.