

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

## **OREGON CHANGES**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

### **A. Changes In Covered Autos Liability Coverage**

1. Paragraph **2.b.(4)** of the **Who Is An Insured** provision in the Auto Dealers Coverage Form is replaced by the following:

(4) Your customers. However, if a customer of yours:

(a) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the following minimum limits specified by the Oregon Financial Responsibility Law:

(i) \$70,000 for each "accident", which is the minimum combined single limit of liability; or

(ii) \$25,000/\$50,000/\$20,000 for each "accident", which is the minimum split limit of liability.

(b) Has other available insurance (whether primary, excess or contingent) less than the following minimum limits specified by the Oregon Financial Responsibility Law, they are an "insured" only for the amount by which such limits exceed the limit of their other insurance:

(i) \$70,000 for each "accident", which is the minimum combined single limit of liability; or

(ii) \$25,000/\$50,000 for each "accident", which is the minimum split limit of liability.

2. Paragraph **b.(1)** of the **Out-of-state Coverage Extensions** is replaced by the following:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the minimum limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used, but this does not apply to any law governing motor carriers of passengers or property.

3. The following is added to the **Limit Of Insurance** provision of the Business Auto and Motor Carrier Coverage Forms and the **Limit Of Insurance – Covered Autos Liability** provision of the Auto Dealers Coverage Form:

We will provide primary insurance for a vehicle that you do not own if such vehicle is owned by a self-insurer as qualified under the Oregon Financial Responsibility Law.

### **B. Changes In Conditions**

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

If you and we disagree on the amount of "loss", both parties may agree to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

However, we will reimburse you for reasonable appraisal costs if the final appraisal decision of the "loss" is greater than the amount of our last offer prior to incurring appraisal costs.

If we submit to an appraisal, we will still retain our right to deny the claim.

**2. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:**

**a.** Subject to Paragraphs **b.** and **c.** below, we will retain the right to deny a claim made by the "insured" or any other person if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or in case of any fraud or false swearing by you relating to it.

**b.** All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this policy unless:

**(1)** The statements are contained in a written application; and

**(2)** A copy of the application is endorsed upon or attached to this policy when issued.

**c.** In order to use any representation made by you or on your behalf in defense of a claim under the policy, we must show that the representations are material and that we relied on them.

**3. The following is added to the Other Insurance Condition of the Auto Dealers and Business Auto Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions Condition of the Motor Carrier Coverage Form:**

When coverage provided under a certificate of self-insurance is available, any motor vehicle liability insurance coverage we provide will be on a primary basis unless otherwise agreed to by the self-insurer.