



**AMENDATORY ENDORSEMENT - OREGON
(General Terms and Conditions)**

In consideration of the premium, General Terms and Conditions is amended as follows:

- I. The definition of Application set forth in Section III, Definitions is deleted and replaced with the following:

Application means all signed applications, including the representations and attachments, whether ours or that of another insurance carrier, together with any other materials and representations provided to us in connection with the underwriting and negotiating of the terms and conditions of this policy, or any other policy of which this policy is an indirect or direct renewal.

- II. The exclusion entitled, Dishonest, Fraudulent Or Malicious Acts, set forth in Section IV, Exclusions Applicable To All Coverage Parts is deleted and replaced with the following:

FRAUDULENT ACTS

based on, or arising out of, any actual or alleged: (i) fraudulent act or omission of any **insured**, or (ii) violation, by the **insured** (or with the **insured's** consent), of any law or regulation imposing criminal penalties or liability for fraud or fraudulent misrepresentation. Provided this exclusion will not apply to any **insured person** who did not participate in, have direct knowledge of, or assent by action or inaction to such actions or conduct described in (i) or (ii);

MALICIOUS ACTS

based on, or arising out of, any actual or alleged: (i) malicious or intentionally wrongful act or omission of any insured, or (ii) violation, by the **insured** (or with the **insured's** consent), of any law or regulation imposing criminal penalties or liability for malice. Provided this exclusion will not apply to any **insured person** who did not participate in, have direct knowledge of, or assent by action or inaction to such actions or conduct described in (i) or (ii);

- III. Section XI. APPLICATION is deleted and replaced by the following:

In issuing this policy, we have relied upon the truthfulness and accuracy of the statements, representations, and information in the **application**. The **application** will be deemed attached to the policy and incorporated into the policy as if fully and completely set forth herein.

All statements and descriptions in the **application**, shall be deemed to be representations and not warranties. If the **application's** statements, representations, and information

- a. contain any material misrepresentation, material omission or material inaccuracy; or
- b. is provided with the intent to defraud;

and we have relied thereupon in the acceptance of the risk, or hazard, insured by this policy, we reserve the right to rescind or void this policy, or to deem this policy void at inception.

Provided, however, the facts pertaining to and knowledge possessed by any **insured** shall not be imputed to any other **insured**.

- IV. Section XX, Bankruptcy Or Insolvency, is amended to add the following paragraph, at the end:

If any person or legal representative of the person shall obtain final judgment against the **insured** because of **bodily injury** or **property damage** covered by the policy, and execution thereon is returned unsatisfied by reason of bankruptcy, insolvency or any other cause, or if such judgment is not satisfied within 30 days after it is rendered, then such person or legal representatives of the person may proceed against the Insurer to recover the amount of such judgment, either at law or in equity, but not exceeding the applicable Limit of Liability of this policy.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.