

GARAGEKEEPERS LEGAL LIABILITY COVERAGE FORM

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

When coverage is shown in the Declarations for Garagekeepers Legal Liability and for the purposes of this coverage only:

A. The following is added to **Section A. Coverages, 1. Business Liability:**

3. Garagekeepers Legal Liability

- a. We will pay those sums that the “insured” legally must pay as damages for “loss” to an “auto” equipment left in the “insured’s” care while the “insured” is attending, servicing, repairing, parking or storing it in your “garage operations” under:

(1) Comprehensive Coverage. From any cause except:

- (a) The “auto’s” collision with another object; or
- (b) The “auto’s” overturn.

(2) Specified Causes of Loss Coverage. Caused by:

- (a) Fire, lightning or explosion;
- (b) Theft; or
- (c) Mischief or vandalism.

(3) Collision Coverage. Caused by:

- (a) The “auto’s” collision with another object; or
- (b) The “auto’s” overturn.

Such “loss” must occur during the endorsement period and within the “coverage territory”.

Insurance is provided only for those coverages specified in the Declarations.

- b. We have the right and duty to defend any “suit” asking for these damages. However, we have no duty to defend “suits” for “loss” not covered by this coverage. We may investigate and settle any claim or “suit” as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Liability for that coverage has been exhausted by payment of judgements or settlements.
- c. Coverage Extensions – Supplemental Payments

In addition to the Limit of Liability, we will pay for the “insured”:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments in any “suit” we defend, but only for bond amounts within our Limit of Insurance.
- (3) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$100 a day because of time off from work.
- (4) All costs taxed against the “insured” in any “suit” we defend.
- (5) All interest on the full amount of any judgement that accrues after entry of the judgement in any “suit” we defend; but our duty to pay ends when we have paid, offered to pay or deposited in court the part of the judgement that is within our Limit of Insurance.

B. The following is added to **Section B. Exclusions**:

4. Applicable to Garagekeepers Legal Liability

a. This insurance does not apply to:

- (1) Liability resulting from any agreement by which the “insured” accepts responsibility for “loss”. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- (2) “Loss” due to theft or conversion caused in any way by you or any “insured”.
- (3) Defective parts or materials.
- (4) Faulty “work you performed”.

b. We will not pay for “loss” to any of the following:

- (1) Tape decks or other sound reproducing equipment unless permanently installed in an “auto”.
- (2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- (3) Sound receiving equipment designed for use as a citizens’ band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the “auto” manufacturer for the installation of a radio.
- (4) Equipment designed or used for the detection or location of radar.

C. For the purposes of Garagekeepers Legal Liability **Section C. Who Is An Insured** is replaced by the following:

The following are “insureds” for “loss” to covered “autos”:

1. You.
2. Your partners, employees, directors or shareholders while acting within the scope of their duties as such.

D. For the purposes of Garagekeepers Legal **Liability Section D. Liability and Medical Expenses Limits of Insurance** is replaced by the following:

D. Liability and Medical Expenses Limits of Insurance

1. Regardless of the number of “autos”, “insureds”, premiums paid, claims made or “suits” brought, the most we will pay for each “loss” at each location is the Garagekeepers Legal Liability Limit shown in the Declarations for that location less the applicable deductible for “loss” caused by collision, theft or mischief or vandalism.
2. We will deduct \$250 for each “loss” under Collision Coverage.
3. We will deduct \$100 for each “loss” caused by theft or mischief or vandalism under Comprehensive Coverage or Specified Causes of Loss Coverage but \$500 is the most that we will deduct for all such “loss” in any one event.
4. Sometimes to settle a claim or “suit” we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that portion of the deductible that we paid.

E. For the purposes of Garagekeepers Legal Liability **Section E. Liability and Medical Expenses General Condition. 2. Duties In The Event of Occurrence, Offense, Claim or Suit** is replaced by the following:

2. Duties In the Event of Occurrence

- a. In the event of “loss”, claim or “suit”, you must give us or our authorized representative prompt notice of “loss” to include:
 - (1) How, when and where the “loss” occurred;
 - (2) The “insured’s” name and address; and
 - (3) To the extent possible, the names and addresses of any witnesses and the owners of the “auto”.
- b. Additionally, you and any other involved “insured” must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the “insured’s” own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or “suit”.
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or “suit”.
 - (4) Promptly notify the police if the “auto” or any of its equipment is stolen.
 - (5) Take all reasonable steps to protect the “auto” from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (6) Permit us to inspect the “auto” and records proving the “loss” before its repair or disposition.
 - (7) Agree to examination under oath at our request and give us a signed statement of your answers.
- F. For the purposes of Garagekeepers Legal Liability **Section F. Liability and Medical Expenses Definitions** is amended as follows:
1. Definition 2. “Auto” is replaced by the following:
 2. “Auto” means a land motor vehicle, trailer or semi-trailer.
 2. The following definitions are added:
 20. “Garage operations” means the ownership, maintenance or use of locations for the purpose of parking, servicing, or repairing “autos” and that portion of the road or other accesses that adjoin these locations.
 21. “Loss” means direct and accidental loss or damage including any resulting loss of use.
 22. “Work you performed” includes work that someone else performed for you.