

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS COVERAGE – LEGAL LIABILITY ONLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIMIT OF INSURANCE EACH LOCATION	LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS:
\$25,000	

COVERAGES	LIMITS OF INSURANCE FOR EACH CUSTOMER'S AUTO (Not to exceed the Limits of Insurance shown above at any one location)	DEDUCTIBLES
Comprehensive Coverage:	\$ N/A	N/A
Specified Cause of Loss Coverage:	\$ 10,000	Deductible: \$500 APPLIES TO EACH CUSTOMER'S AUTO, EACH LOSS.
Collision Coverage:	\$ 10,000	Deductible: \$500 APPLIES TO EACH CUSTOMER'S AUTO, EACH LOSS.

A. This endorsement provides only those coverages:

1. where a Limit of Insurance is shown for that coverage in the Schedule; and
2. for the location shown in the Schedule.

B. Insuring Agreement

We will pay all sums the insured legally must pay as damages for "loss" to a "customer's auto" or "customer's 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 "customer's auto's" collision with another object; or
- b. the "customer's 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 "customer's auto's" collision with another object; or
- b. the "customer's auto's" overturn.

C. Who Is An Insured

The following are insureds for "loss" to "customer's autos" and "customer's auto" equipment:

1. You.
2. Your partners (if you are a partnership), members (if you are a limited liability company), "employees", or directors and officers active in your "garage operations" while acting within the scope of their duties as such.

D. Exclusions

1. This insurance does not apply to any of the following:

a. Contractual Obligations

Liability arising directly or indirectly out of any contract or agreement by which the insured accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the insured would have in the absence of the contract or agreement.

b. Theft

"Loss" due to theft or conversion caused in any way by you or any other insured, your "employees", shareholders or customers.

c. Defective Parts

Defective parts or materials.

d. Faulty Work

Faulty "work you performed". But this exclusion does not apply to "loss" to a "customer's auto" caused by "work you performed" in changing lubricants or coolants.

2. We will not pay for "loss" to any of the following:

- a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".

- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

- c. 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 "customer's auto" manufacturer for the installation of a radio.

- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.

3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

- a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

E. Limits Of Insurance And Deductibles

1. Regardless of the number of “customer’s autos”, insureds, premiums paid, or claims made, the most we will pay for “loss” to all “customer’s autos” at each location is the Limit of Insurance shown in the Schedule for that location minus the applicable deductibles.
2. The most we will pay for each “loss” to a “customer’s auto” is the Limit of Insurance shown in the Schedule for Each Customer’s Auto minus the applicable deductibles.
3. All sums we pay on behalf of the insured under this insurance for “loss” to “customer’s auto(s)” are subject to and not in addition to the General Aggregate Limit shown in the Declarations of the policy. Payments under these Limits of Insurance are part of and erode the policy General Aggregate Limit of Insurance shown in the Declarations.
4. We may pay all or any part of the deductible to settle a claim. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

F. Garagekeepers Conditions

The following conditions apply in addition to the Common Policy Conditions and the policy CONDITIONS:

1. Appraisal For Physical Damage Loss

If the owner of the “customer’s auto” and we disagree on the amount of “loss”, either may demand an appraisal of the “loss”. In this event, 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.

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

2. Duties In The Event Of Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of “loss”, you must give us or our authorized representative prompt notice of the “loss”. 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 claimant and witnesses.
- 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.
 - (3) cooperate with us in the investigation or settlement of the claim.
- c. If there is “loss” to a “customer’s auto” or its equipment you must also do the following:
 - (1) promptly notify the police if the “customer’s auto” or any of its equipment is stolen.
 - (2) take all reasonable steps to protect the “customer’s auto” from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) permit us to inspect the “customer’s auto” and records proving the “loss” before its repair or disposition.

(4) agree to examinations under oath at our request and give us a signed statement of your answers.

3. Loss Payment – Physical Damage Coverages

At our option we may:

- a. pay for, repair or replace damaged or stolen property;
- b. return the stolen property, at our expense. We will pay for any damage that results to the “customer’s auto” from the theft; or
- c. take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the “loss”, our payment will include the applicable sales tax for the damaged or stolen property.

4. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you, any other insured or a customer, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. this Coverage Form;
- b. the “customer’s auto”;
- c. their interest in the “customer’s auto”; or
- d. a claim under this Coverage Form.

5. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

G. The following are added to **SECTION V – DEFINITIONS** for this insurance:

1. “Customer’s auto” means a customer’s “mobile equipment” or “auto” left with you for service, repair, storage or parking in your “garage operations”. Customers include your “employees” and members of their households who pay for services performed.
2. “Garage operations” means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations.
3. “Loss” means direct and accidental loss or damage including any resulting loss of use.
4. “Work you performed” includes:
 - a. work that someone performed on your behalf; and
 - b. the providing of or failure to provide warnings or instructions.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.