

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GARAGEKEEPERS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**A. SECTION I – Coverages** – The following coverage is added:

**COVERAGE G – GARAGEKEEPERS COVERAGE** – This endorsement provides only those Coverages where a limit of insurance is shown in the Schedule below.

SCHEDULE		Limit of Insurance:	How Limit Applies:
<b>Garagekeepers Covered Cause of Loss:</b>			
<b>Comprehensive Coverage:</b>			
Aggregate Limit of Insurance:		\$	
	Deductible	\$	Per "Auto"
	Deductible	\$	Per "Loss"
<b>Specified Causes of Loss Coverage:</b>			
Aggregate Limit of Insurance:		\$	
	Deductible	\$	Per "Auto"
	Deductible	\$	Per "Loss"
<b>Collision Coverage:</b>			
Aggregate Limit of Insurance:		\$	
	Deductible	\$	Per "Auto"

Garagekeepers Coverage applies on a legal liability basis as excess over any other collectible insurance regardless of whether the other insurance covers you or any other insured's interest or the interest of the "customer's auto" owner.

(Information required to be completed in this Schedule, if not included above, will be shown in the Declarations as applicable to this endorsement.)

**A. Insuring Agreement** – Garagekeepers Liability Insurance

1. 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 under one or more of the Covered Causes of Loss consisting of:

**a. Comprehensive Coverage** – From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

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**b. Specified Causes of Loss Coverage – Caused by:**

- (1) Fire, lightning, or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

**c. Collision Coverage – Caused by:**

- (1) The “customer’s auto’s” collision with another object; or
- (2) The “customer’s auto’s” overturn.

2. We have the right and duty to defend any “insured” against a “suit” asking for these damages. However, we have no duty to defend any “insured” against a “suit” seeking damages for any loss to which this insurance does not apply. 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 applicable Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. **Who Is An Insured** – The following are “insureds” for “loss” to “customer’s autos” and “customer’s auto” equipment:

- a. You.
- b. Your partners (if you are a partnership), members (if you are a limited liability company), “employees”, directors, or shareholders while acting within the scope of their duties as such.

4. **Coverage Extensions** – Supplementary Payments Coverages A and B also apply to this Additional Coverage.

**B. Exclusions:**

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

- a. **Contractual Obligations** – Liability resulting from any contract or agreement by which the “insured” accepts responsibility for “loss”. However, this exclusion does not apply to liability for “loss” the “insured” would have in the absence of the contract or agreement.
- b. **Dishonest or Criminal Acts** – “Loss” due to theft or conversion caused by or aided by any insured.
- c. **Defective Parts** – Defective parts or materials.
- d. **Faulty Work** – Faulty “work you performed”.
- e. **Other Insurance** – We will not pay when you have any other valid and collectible insurance applying to “customer’s autos”.
- f. **“Fungi” or Bacteria** – “Loss” caused by or alleged to be due to the action of “fungi” or bacteria upon any “customer’s auto”.

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- g. Electronic Equipment or Electronic Data** – “Loss” caused by or alleged to be due to failure of or breakdown of electronic equipment or electronic data forming a part of and/or used in the operation or control of the “customer’s auto” unless physical damage to the electronic equipment or electronic data is caused directly by other damage to “customer’s auto’s” from a Covered Cause of Loss.

As used in this exclusion, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer or systems software or firm-ware, including systems and applications software, emissions and engine control or monitoring equipment, hard or floppy disks, CD-ROMS, DVD-ROMS, tapes, drives, cells, data processing devices, or any other media that are used with electronically controlled equipment.

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

- a.** Tape decks, CD, DVD players, or other sound or image reproducing equipment unless permanently installed in a “customer’s auto”.
- b.** Tapes, records, audio CDs, video DVDs, thumb drives, I-Pods®, or other sound or image reproducing devices designed for use with sound or video reproducing equipment.
- c.** Sound or video receiving equipment designed for use as a citizens’ band radio, two-way mobile radio, amateur radio, television receivers, or cellular telephone, mobile 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.
- e.** Any global positioning system or global positioning receiver used to determine the “autos” position and provide routing or guidance instructions unless permanently installed in the dash or console opening normally used by the “customer’s auto” manufacturer for the installation of a radio.

**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.

**C. Limits of Insurance and Deductible:**

- 1. Aggregate Limit of Insurance** – Regardless of the number of “customer’s autos”, premiums paid, or claims made the most we will pay for all “loss” to all “customer’s autos” in any one twelve (12) month policy period is the amount shown in the Schedule as Aggregate Limit of Insurance for the Coverage. Each payment we make during the policy period reduces the Aggregate Limit of Insurance by the amount of such payment. The reduced Limit of Insurance will then be the Aggregate Limit of Insurance available. When this Aggregate Limit of Insurance is used up by the payment of claims, judgments, or settlements we shall have no further obligation to pay such claims.
- 2. Deductible Amount** – Before we will pay for any “loss” to any “customer’s auto” under any of the Covered Causes of Loss we will first deduct the amount shown for that coverage in the Schedule from the amount of the “loss”. If the “loss” is less than the deductible we will pay nothing. The Deductible Amount per “loss” is the maximum deductible for all “loss” in any one event.

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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.

These Limits of Insurance are separate from and in addition to the Limits of Insurance otherwise provided by this Coverage Part.

**D. SECTION V – Definitions –** The following definitions are added to the Coverage Part:

1. "Customer's auto" means a customer's land motor vehicle, trailer, or semi-trailer. "Customer's auto" also includes any "auto" your customer leaves with you for service, repair, storage, or safekeeping. Customers include your "employees" and members of their households who pay for services performed.
2. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or byproducts produced or released by fungi.
3. "Loss" means direct and accidental loss or damage and includes any resulting loss of use but does not include any diminution of value of any repaired "customer's auto".

SAMPLE

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.