



ESSEX INSURANCE COMPANY

GARAGE KEEPERS LEGAL LIABILITY MASTER ENDORSEMENT

**COVERAGE APPLIES ON A LEGAL LIABILITY BASIS ONLY
AUTOS LEFT WITH YOU FOR SERVICE, REPAIR, STORAGE OR SAFEKEEPING.**

Any **auto** not owned by **you** or any of **your** employees while left with **your garage operations** for service, repair, storage or safekeeping.

Attached to and forming part of Policy Number:

Endorsement Effective Date:

COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Liability for Each Location (Absence of a limit or deductible below means no coverage.)	Premium for all locations
1	Specified Perils	\$ _____ MINUS \$ _____ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.	\$
	Collision	\$ _____ MINUS \$ _____ DEDUCTIBLE FOR EACH COVERED AUTO .	\$
2	Specified Perils	\$ _____ MINUS \$ _____ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.	\$
	Collision	\$ _____ MINUS \$ _____ DEDUCTIBLE FOR EACH COVERED AUTO .	\$
3	Specified Perils	\$ _____ MINUS \$ _____ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.	\$
	Collision	\$ _____ MINUS \$ _____ DEDUCTIBLE FOR EACH COVERED AUTO .	\$

A. WE WILL PAY.

1. We will pay all sums the **insured** legally must pay as damages for loss to a covered **auto** left in the **insured's** care while the **insured** is attending, servicing, repairing, parking or storing it in **your garage operations**, under:
 - a. **Specified Perils Coverage.** Caused by:
 - (1) Fire or explosion;
 - (2) Theft;
 - (3) Malicious Mischief or vandalism.
 - b. **Collision Coverage.** Caused by the covered **auto's** collision with another object or its overturn.
2. 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 policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of our limit for any coverage ends our duty to defend or settle for that coverage.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the **insured**:

1. Premium on appeal bonds in any suit we defend.

2. Premium on bonds to release attachments in a suit **we** defend, but only for bonds up to **our** limit of liability.
3. All costs taxed to the **insured** in a suit **we** defend.
4. All interest accruing after the entry of the judgment in a suit **we** defend. **Our** duty to pay interest ends when **we** pay or tender **our** limit of liability.
5. Up to fifty dollars a day for loss of earnings (but not other income) because of attendance at hearings or trials at **our** request.
6. Other reasonable expenses incurred at **our** request.

C. WE WILL NOT COVER – EXCLUSIONS.

This insurance does not apply to:

1. Liability resulting from any agreement by which the **insured** accepts responsibility for **loss**.
2. **Loss** due to theft or conversion caused in any way by **you**, **your** employees or by **your** shareholders.
3. Defective parts or materials.
4. Faulty **work** you performed.
5. **Loss** to tape decks or other sound reproducing equipment not permanently installed in a covered **auto**.
6. **Loss** to tape, records or other devices designed for use with sound reproducing equipment.
7. **Loss** to any 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.
8. **Loss** to any vehicle while being towed or transported or while being attached to, removed from a towing vehicle or while loading or unloading from a transporting vehicle.

D. WHO IS AN INSURED.

Each of the following is an **insured** for **loss** to covered **autos**:

1. **You** are an **insured**.
2. **Your** employees, directors or shareholders are **insureds** but only while acting within the scope of their duties as such.

E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered **autos**, **insureds**, claims made or suits brought, the most **we** will pay for **loss** at each location is the GARAGEKEEPERS INSURANCE limit shown in the declarations for that location minus the applicable deductibles for **loss** caused by collision, theft or malicious mischief or vandalism. The maximum deductible stated in the declarations for GARAGEKEEPERS INSURANCE Comprehensive or Specified Perils Coverage is the most that will be deducted for all loss in any one event caused by theft or malicious mischief or vandalism. 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.

CONDITIONS

The insurance provided by this endorsement is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

1. **You** must promptly notify **us** or **our** agent of any accident or **loss**. **You** must tell **us** how, when and where the accident and **loss** happened. **You** must assist in obtaining the names and addresses of any witnesses.
2. Additionally, **you** and other involved **insureds** must:
 - a. Cooperate with **us** in the investigation, settlement or defense of any claim or suit. No **insured** shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
 - b. Immediately send **us** copies of any notices or legal papers received in connection with the **accident** or **loss**.
3. Additionally, to recover for **loss** to a covered **auto** or its equipment **you** must do the following:
 - a. Permit **us** to inspect and appraise the damaged property before its repair or disposition.
 - b. Do what is reasonably necessary after **loss** at **our** expense to protect the covered **auto** from further **loss**.
 - c. Submit a proof of **Loss** when required by us.
 - d. Promptly notify the police if the covered **auto** or any of its equipment is stolen.

B. OTHER INSURANCE.

When two or more policies cover on the same basis, either excess or primary, **we** will pay only **our** share. **Our** share is the proportion that the limit of **our** policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM THE OTHERS.

If **we** make any payment, **we** are entitled to recover what **we** paid from other parties. Any person to or for whom **we** make payment must transfer to **us** his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.

1. **You** may cancel the policy by returning it to **us** or by giving **us** advance notice of the date cancellation is to take effect.
2. **We** may cancel the policy by mailing **you** at least 10 days notice at **your** last address known by us. **We** may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. However, making or offering to make the refund is not a condition of cancellation. If **you** cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If **we** cancel, the refund, if any, will be computed pro rata.

E. LEGAL ACTION AGAINST US.

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, no legal action may be brought against **us** until **we** agree in writing that the **insured** has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has the right under this policy to bring **us** into any action to determine the liability of the **insured**.

F. INSPECTION.

At **our** option **we** may inspect **your** property and operations at any time. These inspections are for **our** benefit only. By **our** right to inspect or by **our** making any inspection **we** make no representation that **your** property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This endorsement contains all the agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**. If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change. If **we** revise this endorsement form to provide more coverage without additional premium charge **your** endorsement will automatically provide the additional coverage as of the day the revision is effective in **your** state.

H. TRANSFER OF YOUR INTEREST IN THIS ENDORSEMENT.

Your rights and duties under this endorsement may not be assigned without **our** written consent.

I. BANKRUPTCY.

Bankruptcy or insolvency of the **insured** shall not relieve **us** of any obligations under this endorsement.

J. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

1. If **you** and **we** fail to agree as to the amount of **loss** either may demand an appraisal of the **loss**. In such event, **you** and **we** shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of **loss**, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of **loss**. **You** and **we** shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

2. **We** shall not be held to have waived any of **our** rights by any act relating to appraisal.

K. TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to **you** by **us** or any company affiliated with **us** apply to the same **accident**, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by **us** or an affiliated company specifically to apply as excess insurance over this policy.