FREMONT INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Location Number	**Address Where You Conduct Garage Operations (Main Location)**	
Coverages	**Limit Of Insurance And Deductible**	**Premium**
Comprehensive	**$ Limit Of Insurance**	**$**
	$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	$ Limit Of Insurance	
	$ Deductible For All Perils For Each Customer's Auto	
	$ Maximum Deductible For All Loss In Any One Event	

Specified Causes Of Loss	**$ Limit Of Insurance**	**$**
	$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	$ Limit Of Insurance	
	$ Deductible For All Perils For Each Customer's Auto	
	$ Maximum Deductible For All Loss In Any One Event	

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Collision	**$**	**Limit Of Insurance**	
	$	**Deductible For Each Customer's Auto**	

Location Number	**Address Where You Conduct Garage Operations**		
Coverages	**Limit Of Insurance And Deductible**		**Premium**
Comprehensive	**$**	**Limit Of Insurance**	**$**
	$	**Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism**	
	$	**Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event**	
	OR		
	$	**Limit Of Insurance**	
	$	**Deductible For All Perils For Each Customer's Auto**	
	$	**Maximum Deductible For All Loss In Any One Event**	
Specified Causes Of Loss	**$**	**Limit Of Insurance**	**$**
	$	**Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism**	
	$	**Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event**	
	OR		
	$	**Limit Of Insurance**	
	$	**Deductible For All Perils For Each Customer's Auto**	
		Maximum Deductible For Loss In Any One Event	

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Collision	**$ Limit Of Insurance**	
	$ Deductible For Each Customer's Auto	

Location Number	**Address Where You Conduct Garage Operations**	
Coverages	**Limit Of Insurance And Deductible**	**Premium**
Comprehensive	**$ Limit Of Insurance**	**$**
	$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	$ Limit Of Insurance	
	$ Deductible For All Perils For Each Customer's Auto	
	$ Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	**$ Limit Of Insurance**	**$**
	$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	$ Limit Of Insurance	
	$ Deductible For All Perils For Each Customer's Auto	
	$ Maximum Deductible For All Loss In Any One Event	
Collision	**$ Limit Of Insurance**	**$**
	$ Deductible For Each Customer's Auto	

Total Garagekeepers Premium For All Locations	**$**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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Direct Coverage Options

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

☐ **Excess Insurance**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

☐ **Primary Insurance**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

A. This endorsement provides only those coverages:

1. Where a Limit Of Insurance and a premium are shown for that coverage in the Schedule; and

2. For the location shown in the Schedule.

B. Coverage

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 while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

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.

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 will 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 "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 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 and their spouses, if you are a partnership, but only with respect to the conduct of your "garage operations".

c. Your members, if you are a limited liability company, but only with respect to the conduct of your "garage operations". Your managers are also "insureds", but only with respect to their duties as your managers.

d. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

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e. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing their duties related to the conduct of your "garage operations".

4. Coverage Extensions

The following applies as **Supplementary Payments.** We will pay for the "insured":

a. All expenses we incur.

b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.

c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

C. Exclusions

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

a. Contractual

Liability resulting from 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, your "employees" or by your stockholders.

c. Defective Parts

Defective parts or materials.

d. Faulty Work

Faulty "work you performed".

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.

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D. Limits Of Insurance And Deductibles

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit Of Insurance shown in the Schedule for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:

a. Collision; or

b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:

(1) Theft or mischief or vandalism; or

(2) All perils.

2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

a. Theft or mischief or vandalism; or

b. All perils.

3. 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 part of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households who pay for services performed.

2. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.

3. “Insured” means any person or organization qualifying as an insured in the Who Is an Insured Provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

4. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

5. “Trailer” includes semitrailer.

6. "Work you performed" includes:

a. Work that someone performed on your behalf; and

b. The providing of or failure to provide warnings or instructions.

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