

PE – S.E.F. No. 77
LEGAL LIABILITY FOR COMPREHENSIVE DAMAGE TO CUSTOMERS’
AUTOMOBILES ENDORSEMENT (INCLUDING OPEN LOT PILFERAGE)
(For Attachment Only to a Garage Policy PE – S.P.F. No. 4)

INSURER:	Attached to and forming part of Policy No.:
INSURED:	This endorsement shall be effective from: <div style="float: right; text-align: right;"> <input type="checkbox"/> AM _____ <input type="checkbox"/> PM _____ Local Time </div> <div style="text-align: center; margin-top: 5px;"> _____ YYYY _____ MM _____ DD _____ </div>

In consideration of a premium of \$ _____, it is agreed that Item 5, Section E (Legal Liability for Damage to a Customer’s Automobile while in the care, custody or control of the Insured), subsection 2 Specified Perils (excluding open lot pilferage) of the Application or Certificate of Insurance is amended to read as follows:

Item 5

INSURING AGREEMENT		PERILS					ADVANCE PREMIUM
SECTION E LEGAL LIABILITY FOR DAMAGE TO CUSTOMERS’ AUTOMOBILES WHILE IN THE CARE, CUSTODY OR CONTROL OF THE INSURED	SUB- SEC. 2	COMPREHENSIVE (EXCLUDING COLLISION OR UPSET)	LOCATION AS PER ITEM 1	MAXIMUM NUMBER OF CUSTOMERS’ AUTOMOBILES	LIMIT OF LIABILITY (EXCLUSIVE OF COSTS AND POST JUDGEMENT INTEREST) ANY ONE OCCURRENCE	SUM PAYABLE BY INSURED IN RESPECT OF EACH SEPARATE OCCURRENCE (EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE)	
			(A)		\$	\$	\$
			(B)		\$	\$	\$
			(C)		\$	\$	\$
			(D)		\$	\$	\$
TOTAL PREMIUM							\$

It is agreed that subsection 2 (Specified Perils) of Section E (Legal Liability for Damage to a Customer’s Automobile while in the care, custody or control of the Insured) of the policy is deleted and replaced as follows:

SUBSECTION 2 COMPREHENSIVE

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss of or damage to a customer’s automobile from any peril other than by collision with another object or another automobile upon which it is being transported or by the upset of either such automobile. The words “another object” as used in this subsection 2 include (a) another automobile to which the automobile is attached or upon which it is being transported and (b) the surface of the ground and any object therein or thereon. Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion, shall be deemed loss or damage caused by perils for which insurance is provided under this subsection 2.

LIMITS OF LIABILITY APPLICABLE TO ITEM 5, SECTION E, SUBSECTION 2 OF THIS ENDORSEMENT

The Insurer shall not be liable in respect of any one occurrence for:

- (i) any amount in excess of the limits of liability stated in Section E (Legal Liability for Damage to a Customer’s Automobile while in the care, custody or control of the Insured), subsection 2 of Item 5 of the Application or Certificate of Insurance at each specified location and expenditures provided for in the Additional Agreements as stated in Section E (Legal Liability for Damage to a Customer’s Automobile while in the care, custody or control of the Insured) of the policy;
- (ii) any amount at a newly acquired location in excess of the lowest limit of liability stated for any specified location;
- (iii) loss or damage to more than four automobiles at any location not used by the insured in the business specified in Item 3 of the Application or Certificate of Insurance.

EXCLUSIONS

The Insurer shall not be liable under Section E (Legal Liability for Damage to a Customer’s Automobile while in the care, custody or control of the Insured), subsection 2 for loss or damage:

- (a) from the explosion of tires or consisting of or caused by mechanical fracture or breakdown of any part of the automobile or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by this subsection or is caused by fire, theft or malicious mischief;
- (b) caused directly or indirectly by contamination by radioactive material;
- (c) to the contents of automobiles or trailers;
- (d) to tapes or other audio or video equipment for use with a tape player, recorder or other audio or video device when such tapes or other audio or video equipment is detached therefrom.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under Section E (Legal Liability for Damage to a Customer’s Automobile while in the care, custody or control of the Insured), subsection 2 of Item 5 shall give rise to a separate claim in respect of which the Insurer’s liability shall be limited to the amount of loss or damage in excess of the sum payable by the insured stated in Section E (Legal Liability for Damage to a Customer’s Automobile while in the care, custody or control of the Insured), subsection 2 of Item 5 of the Application or Certificate of Insurance.

This deductible clause shall not apply to loss or damage caused by fire or lightning or theft of the entire automobile.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the Policy shall have full force and effect.