BUSINESSOWNERS COVERAGE FORM

SECTION I – PROPERTY

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form apply, unless modified by this endorsement. However, if any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part, you, in the event of loss or damage, may elect to make claim (1) under such other provisions in which case none of the provisions of this coverage provided by this endorsement are applicable, or (2) under the provisions of this endorsement in which case coverage provided by this endorsement becomes sole coverage on such property.

The following coverage is added to A.5. Additional Coverage in the Coverage Section:

Employees' Tools Coverage

You may extend the insurance that applies to Your Business Personal Property to apply to tools owned by your employees while at a scheduled location on the policy. Unless a higher Limit of Insurance for employee tools is shown in the Declarations, the most we will pay for loss or damage under this Additional Coverage is $10,000 for any one occurrence. However, in no event will we pay more than $1,000 for the tools of any one employee unless a higher limit per employee is shown in the declarations.

Our payment for loss of or damage to tools owned by employees will only be for the account of the owner of the tools. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss in excess of the amount due from that other insurance.

The amount payable under this Additional Coverage is additional insurance.

SECTION II – LIABILITY

A. Garage Coverage

1. Exclusion B.1.g. Aircraft, Auto Or Watercraft does not apply to the operation by an insured of your “customer’s auto” in the course of your “garage operations”.

If there is other applicable collectible insurance covering damages payable under non-owned auto coverage, we will not make any payment under this coverage.

2. The following is added to Exclusion B.1.k. Damage To Property:

“Property damage” to:

Property being transported or towed by the insured.

3. Paragraph C. Who Is An Insured is amended to include as an insured any person or organization legally responsible for the use of any covered “customer auto” described above, while it is being used with your permission.

B. Broadened Products Coverage

Exclusion B.1.l. Damage To Your Product does not apply to “property damage” to “your product”. However, this coverage only applies to that amount of “property damage” to “your products” that exceeds $100 for any one “occurrence”.

C. Broadened Work Performed Coverage

Exclusion B.1.m. Damage To Your Work does not apply. However, this coverage only applies to that amount of “property damage” to “your work” which exceeds $100 for any one “occurrence”. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor, then this coverage applies to the entire amount of “property damage” to “your work”, without applying any deductible.

D. Repairs and Replacement Provision

1. If you make the repairs for “property damage” to “customer’s autos” arising out of your “garage operations” and which results from “your product” or “your work”, we will reimburse you on the following basis:

   a. 90% of the retail selling price of the parts and materials you use in making the repairs or replacements, or actual cost, whichever is greater, and;

   b. 100% of the hourly labor rate you would have charged a retail customer for similar work performed.

2. This additional provision does not apply:

   a. To any “customer’s auto” that is not actually repaired;

   b. To any parts of a “customer’s auto” that are not actually replaced;
c. To the total loss of any “customer’s auto”; or

d. To any glass loss to any “customer’s auto”.

3. When this provision is applied to a loss, we agree with you that:

a. The provision does not work to increase our limit of liability;

b. All other provisions, exclusions and conditions of this policy remain unchanged.

E. Vehicle Damage to Buildings Leased by the Insured

1. Exclusion B.1.k.(1) Damage to Property does not apply to “property damage” caused by a “customer’s auto” to premises while rented to you, but only for such liability which is assumed by you under a written lease of premise.

2. The most we will pay for all “property damage” caused by a “customer’s auto”, resulting from any one “occurrence” is $5,000.

3. The insurance afforded by this provision is excess over any valid collectible property insurance (including any deductible) available to the insured.

4. This coverage does not apply to loss caused by fire.

F. ADDITIONAL DEFINITIONS

The following additional definitions apply only to coverage provided by this endorsement:

1. “Customer’s auto” means an “auto” 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”.