

Intact Insurance Company

S.E.F. No. 77 Legal Liability For Comprehensive Damage To Customers' Automobiles Endorsement (Including Open Lot Pilferage) (For attachment only to Garage Policy S.P.F. No. 4)

In consideration of the payment of a premium of \$ it is understood and agreed that subsection 2 of Section E of Item 5 of the application is amended to read as follows:

SECTION E LEGAL LIABILITY FOR DAMAGE TO CUSTOMERS' AUTOMOBILES HELD IN THE CARE, CUSTODY OR CONTROL OF THE APPLICANT.	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, LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE)	ADVANCE PREMIUM
			(A)		\$	\$	\$
			(B)		\$	\$	\$
			(C)		\$	\$	\$
			(D)		\$	\$	\$

It is further understood and agreed that subsection 2 of Section E of the policy is deleted and replaced as follows:

SUBSECTION 2 COMPREHENSIVE

From any peril other than by collision with another object or by upset. The words "another object " as used in this subsection 2 include (a) a vehicle to which the automobile is attached 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 SUBSECTION 2

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 subsection 2 of Section E of Item 5 of the application at each specified location and expenditures provided for in the Additional Agreements of this Section;
- (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.

EXCLUSIONS

The Insurer shall not be liable under this subsection 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 contents of automobiles or trailers;
- (d) to tapes and equipment for use with a tape player or recorder, when such tapes or equipment are detached therefrom.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under this subsection 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 subsection 2 of Section E of Item 5 of the application.

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.

Attached to and forming part of Policy No.: of **Intact Insurance Company**

Issued to :

This endorsement shall be effective from:

From: 12:01 A.M. Local Time.

BROKER: