

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTEL – LIABILITY FOR GUESTS' PROPERTY IN SAFE DEPOSIT BOXES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form are amended as follows:

A. The following is added to Paragraph A. Coverages of Section II – Liability:

3. Liability For Guests' Property In "Safe Deposit Boxes"

- a. We will pay those sums that you become legally obligated to pay as damages because of loss or destruction of or damage to property belonging to your motel guests while the property is in a "safe deposit box" on your premises. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Paragraph D – Liability And Medical Expenses Limits Of Insurance in Section II – Liability; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements or medical expenses.

Our obligation under this coverage applies only to the amount of damages in excess of any deductible amount stated in the Declarations as applicable to this coverage.

- b. This insurance applies to damages resulting from the loss or destruction of or damage to property belonging to your motel guests only if the loss or destruction of or damage to property took place in the "coverage territory" during the policy period.

B. The following are added to Paragraph B. Exclusions of Section II – Liability:

4. Applicable to Liability For Guests' Property In "Safe Deposit Boxes"

This insurance does not apply to:

- a. Liability excluded under Business Liability Coverage.

However, with respect to the coverage provided for damage to Guests' Property, Exclusion **B.1.k.(4)** of Section II – Liability does not apply.

- b. Dishonest acts committed by you, your partners, members or managers;
- c. Destruction of or damage to property resulting from fire;
- d. Loss or destruction of or damage to property resulting from seizure or destruction of the property by order of governmental authority; and
- e. Liability incurred from your release of any other person or organization from legal liability.

C. The following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance of Section II – Liability:

5. Liability For Guests' Property In "Safe Deposit Boxes" Limit Of Insurance

The most we will pay for all damages because of loss or destruction of or damage to property belonging to your motel guests while the property is in a "safe deposit box" on your premises in any one "occurrence", regardless of the number of guests, is the Liability For Guests' Property In "Safe Deposit Boxes" Limit of Insurance shown in the Declarations.

D. For coverage provided under this endorsement the following definition is added to **Section II – Liability**:

23. "Safe Deposit Box" means a box or safe used for safe storage of valuables. The box or safe must be in an area inaccessible to the public whereby the valuables are turned over to the custody of a motel representative. "Safe deposit box" does not include any safe or storage facility in motel units occupied by guests.