

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESTAURANTS – LOSS OR DAMAGE TO CUSTOMERS' AUTOS (LEGAL LIABILITY COVERAGE)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** This endorsement provides coverage only for those premises described in the Declarations for which a Limit of Insurance and a premium are shown for Loss Or Damage To Customers' Autos.
- B.** The following is added to Paragraph **A. Coverages of Section I – Property:**
Loss Or Damage To Customers' Autos (Legal Liability Coverage)
We will pay all sums you legally must pay as damages for direct physical loss of or damage (including any resulting loss of use) to "autos" or "auto" equipment of customers or other invitees left in your care, custody or control while you are attending or operating the "autos" at or temporarily away from a premises shown in the Declarations. Such loss or damage must be caused by or result from a Covered Cause of Loss. Our payment for loss or damage will only be for the account of the owner of the "auto".
- C.** As used in this endorsement, Covered Cause of Loss means any loss or damage not specifically excluded in Paragraph **E.** of this endorsement.
- D.** We have the right and duty to defend any insured under this endorsement against a suit seeking these damages. However, we have no duty to defend the insured against a suit seeking damages for any loss or damage to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our right and duty to defend or settle ends when the Limit of Insurance has been exhausted by payment of judgments or settlements.
- E.** This insurance does not apply to:
1. Liability resulting from any agreement by which you accept responsibility for direct physical loss of or damage (including any resulting loss of use) to "autos" left in your care.
 2. Loss or damage due to theft or conversion caused in any way by you or any other insured.
- F.** The following are insureds under this endorsement:
1. You.
 2. Your partners, executive officers and employees (including temporary or leased employees).
- G.** In addition to the Limit of Insurance, we will pay for the insured:
1. All expenses we incur.
 2. The cost of bonds to release attachments, but only for amounts within the Limit of Insurance. We do not have to furnish these bonds.
 3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$250 a day because of time off from work.
 4. All costs taxed against the insured in a suit.
 5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
- H. For the coverage provided by this endorsement, Paragraph **C. Limits Of Insurance** and Paragraph **D. Deductibles** under **Section I – Property** are replaced by the following:
- Limits Of Insurance And Deductible**
1. Regardless of the number of "autos" left in your care, custody or control, the most we will pay for all loss or damage at each premises in any one event is the Limit Of Insurance shown in the Declarations minus the applicable deductibles for loss or damage caused by collision, theft or mischief or vandalism.
 2. The maximum deductible stated in the Declarations for loss or damage from any cause other than collision of an "auto" is the most that will be deducted for all loss or damage in any one event caused by theft or mischief or vandalism.
- I. As used in this endorsement, "auto" means a land motor vehicle, trailer or semitrailer.