



Constitutional
Casualty

Insurance for Auto, Home & Business

Garagekeepers' Legal Liability Policy

800.833.3427

www.constitutional.com

**GARAGEKEEPERS' LEGAL LIABILITY
QUICK REFERENCE**

TC-12
(Ed. 01-06)

DECLARATIONS PAGE

Name of Insurance Company
Policy Period
Your Name and Address
Operation
Coverage and Amounts of Insurance
Employees

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TC-12
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CONSTITUTIONAL CASUALTY COMPANY
GARAGEKEEPERS' LEGAL LIABILITY

The insurance afforded is only with respect to such of the following coverages hereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to terms of this policy having reference thereto. The coverage under this endorsement applies only to damage to vehicles being towed or transported by a vehicle shown in the schedule of vehicles as a class: TL, FL, TM, FM, TH or FH.

Garagekeepers' Legal Liability	K - 1 Fire & Explosion	\$ included
	K - 2 Theft of the entire automobile	\$ included
	K - 4 Collision or upset	\$ included
	All coverages subject to a \$500.00 deductible	Total \$ included

Garagekeepers' Legal Liability Each towed or transported automobile	Limit of Liability <u>See Schedule</u>
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GARAGEKEEPERS' LEGAL LIABILITY
COVERAGE K 1 - FIRE AND EXPLOSION
COVERAGE K 2 - THEFT OF THE ENTIRE AUTOMOBILE
COVERAGE K 4 - COLLISION OR UPSET

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for loss to any automobile occurring while such automobile is in the custody of the insured solely while being towed or transported caused by:

- K-1 fire or explosion other than explosion of tires, or
- K-2 theft of the entire automobile; or
- K-4 collision of the automobile with another object or by upset thereof.

The company shall have the right and duty to defend any suit against the insured seeking damages on account of such loss even if any of the allegations are groundless, false, or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. But the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

The Supplementary Payments provisions of the policy are applicable to the insurance afforded herein except the provisions with respect to the cost of bail bonds and expenses for first aid.

This insurance does not apply under the **Garagekeeper's Legal Liability (K1, K2, and K4)** coverages:

- (a) to liability of the insured under any agreement to be responsible for loss;
- (b) to an automobile:
 - (1) owned by or rented to:
 - (i) the named insured or partner therein or a member thereof or the spouse of any one of them if a resident of the same household;

- (ii) an employee of the named insured or his/her spouse if a resident of the same household, unless the automobile is in the custody of the named insured under an agreement for which a specific pecuniary charge has been made; or
- (2) is the custody of the named insured for demonstration or for sale;
- (c) to loss by theft due to any fraudulent, dishonest, or criminal as by the named insured, a partner therein, a member thereof, or employee thereof whether working or otherwise and whether acting alone or in collusion with others;
- (d) to loss arising out of the use of any elevator or any automobile servicing hoist designed entire automobile;
- (e) to loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
- (f) to damage for loss of use of an automobile.

PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) the named insured; if so designated
- (b) if the named insured is designated in the declarations as an individual, the person but only with respect to the conduct of a business of which he/she is the sole proprietor, and the spouse of the named insured with respect to the conduct of such business;
- (c) any employee of the named insured while acting within the scope of his/her duties as such.

LIMITS OF LIABILITY

Coverages K1, K2, and K4 Subject to the application of the deductible, the limit of the company's liability for loss shall be the limit of liability stated in the schedule applicable thereto. All of the terms of this policy apply irrespective of the application of any deductible amount and the company may pay any part of the entire deductible amount to effect settlement of any claims or suit. Upon notification of action taken, the named insured shall promptly reimburse amount as has been paid by the company.

Repairs by the named insured shall be adjusted at the actual cost to the named insured for labor and materials.

INSURED'S DUTIES IN THE EVENT OF LOSS

The insured's duties in event of loss under this coverage shall be the same as provided in the Policy Conditions with respect to an occurrence, claim, or suit. In the event of a theft or larceny, the insured shall also promptly notify the police.

ADDITIONAL DEFINITIONS

These definitions replace the definition of "automobile" and

“loss” set forth in the Policy Definitions:

“automobile” means a land motor vehicle or trailer, other land equipment capable of moving under its own power, equipment for use therewith, and animal drawn equipment.

“loss” means direct and accidental loss of or damage to an automobile that occurs during the policy period.

