



THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

ARIZONA MUNICIPAL RISK RETENTION POOL GARAGEKEEPERS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MUNICIPAL AUTO COVERAGE FORM

SCHEDULE

Location No.	Coverages	Limit Of Coverage For Each Location	
1	Comprehensive	\$X,XXX,XXX minus	\$X,XXX Deductible for each "customer's auto" for "loss" caused by theft or mischief or vandalism; OR
	Specified Causes Of Loss	\$X,XXX,XXX minus	\$X,XXX Deductible for all perils subject to \$XXX,XXX maximum Deductible for all such "loss" in any one event.
	Collision	\$X,XXX,XXX minus	\$X,XXX Deductible for each "customer's auto".
2	Comprehensive	\$X,XXX,XXX minus	\$X,XXX Deductible for each "customer's auto" for "loss" caused by theft or mischief or vandalism; OR
	Specified Causes Of Loss	\$X,XXX,XXX minus	\$X,XXX Deductible for all perils subject to \$XXX,XXX maximum Deductible for all such "loss" in any one event.
	Collision	\$X,XXX,XXX minus	\$X,XXX Deductible for each "customer's auto".
3	Comprehensive	\$X,XXX,XXX minus	\$X,XXX Deductible for each "customer's auto" for "loss" caused by theft or mischief or vandalism; OR
	Specified Causes Of Loss	\$X,XXX,XXX minus	\$X,XXX Deductible for all perils subject to \$XXX,XXX maximum Deductible for all such "loss" in any one event.
	Collision	\$X,XXX,XXX minus	\$X,XXX Deductible for each "customer's auto".

LOCATIONS WHERE THE MEMBER CONDUCTS "GARAGE OPERATIONS"

Location No.	Address
1	
2	
3	

1
2
3

This endorsement provides only those coverages where a Limit Of Coverage is shown in the Schedule for that coverage at a described location.

A. COVERAGE

- The Pool will pay all sums a Covered Entity legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the Covered Entity's care while the Covered Entity is attending, servicing, repairing, parking or storing it in the Member's "garage operations" under:

a. Comprehensive Coverage

From any cause except:

- The "customer's auto's" collision with another object; or
- The "customer's auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- Fire, lightning or explosion;
- Theft; or
- Mischief or vandalism.



c. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

2. The Pool will have the right and duty to defend any Covered Entity against a "suit" asking for these damages. However, the Pool has no duty to defend any Covered Entity against a "suit" seeking damages for "loss" to which this coverage does not apply. The Pool may investigate and settle any claim or "suit" as the Pool considers appropriate. The Pool's duty to defend or settle ends for a coverage when the Limit Of Coverage for that coverage has been exhausted by payment of judgments or settlements.

3. Who Is Covered

The following are Covered Entities for "loss" to "customer's autos":

- a. The Member; and
- b. The Member's elected or appointed officials and the Member's "employees" while acting within the scope of their duties as such.

4. Coverage Extensions

The following apply as Supplementary Payments. In addition to the Limit Of Coverage, the Pool will pay for the Covered Entity:

- a. All expenses the Pool incurs.
- b. Premium on appeal bonds in any "suit" the Pool defends. The Pool does not have to furnish these bonds.
- c. The costs of bonds to release attachments in any "suit" against a Covered Entity the Pool defends, but only for bond amounts within the Limit Of Coverage. The Pool does not have to furnish these bonds.
- d. All reasonable expenses incurred by the Covered Entity at the Pool's request, including actual loss of earnings up to \$50 a day because of time off from work because of attendance at hearings or trials.
- e. All costs taxed against the Covered Entity in any "suit" against the Covered Entity the Pool defends.

- f. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against a Covered Entity the Pool defends; but the Pool's duty to pay interest ends when the Pool has paid, offered to pay, or deposited in court the part of the judgment that is within the Limit Of Coverage.

B. EXCLUSIONS

1. This coverage does not apply to any of the following:
 - a. **Contractual Obligations**
Liability resulting from any agreement by which the Covered Entity accepts responsibility for "loss".
 - b. **Theft**
"Loss" due to theft or conversion caused in any way by the Member or the Member's officials or "employees".
 - c. **Defective Parts**
Defective parts or materials.
 - d. **Faulty Work**
Faulty "work the Member performed".
2. The Pool will not pay for "loss" to any of the following:
 - a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
 - b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
 - c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
 - d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.



C. LIMIT OF COVERAGE

Regardless of the number of "customer's autos", Covered Entities, membership fees paid, "claims" made or "suits" brought, the most the Pool will pay for each "loss" at each location is the Limit Of Coverage for Garagekeepers Coverage shown in the Schedule for that location minus the applicable Deductibles for "loss" caused by collision, theft or mischief or vandalism.

D. DEDUCTIBLES

The maximum Deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by theft or mischief or vandalism.

To settle any "claim" or "suit", the Pool may pay all or part of any Deductible shown in the Schedule. If this happens, the Member must reimburse the Pool for the Deductible or the part of the Deductible the Pool paid.

E. DEFINITIONS

The following Definitions apply in addition to the Definitions in the Municipal Auto Coverage Form:

1. "Customer's auto" means a customer's land motor vehicle or "trailer". This definition includes any customer's auto while left with the Member for service, repair, storage or safekeeping. Customers include the Member's officials and "employees", and members of their households who pay for services performed.

2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

3. "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.

4. "Work the Member performed":

a. Means:

(1) Work or operations performed by the Member or on the Member's behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "work the Member performed" and

(2) The providing of or failure to provide warnings or instructions.