

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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SPECIMEN ONLY

# VIRGINIA PERSONAL INJURY LIABILITY COVERAGE – GARAGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Virginia, this endorsement modifies insurance provided under the following:

## GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:  (Authorized Representative)
Named Insured:	

## SCHEDULE

<b>Personal Injury Limit Of Insurance</b>	\$
<b>Premium</b>	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### A. Coverage

We will pay all sums the "insured" legally must pay as damages because of "personal injury" caused by an offense committed:

- In the conduct of your business; and
- In the Coverage Territory during the Policy Period.

We will have the right and duty to defend any "suit" for these damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for "personal injury" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Personal Injury Limit of Insurance has been exhausted by payment of judgments or settlements.

#### 1. Who Is An Insured

The following are "insureds":

- You and your spouse.

- Your partners and their spouses, if you are a partnership. None of your partners or their spouses is an "insured" for "personal injury" resulting from the conduct of any other partnership.
- Your employees, executive officers, directors and stockholders but only while acting within the scope of their duties.

### 2. Coverage Extensions

#### SUPPLEMENTARY PAYMENTS

In addition to the Personal Injury Limit of Insurance, we will pay for the "insured":

- All expenses we incur.
- The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within the Personal Injury Limit of Insurance.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

- d. All costs taxed against the "insured" in any "suit" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal Injury Limit of Insurance.
- f. 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.

## B. Exclusions

### 1. This insurance does not apply to:

- a. Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
- b. "Personal injury" arising out of advertising, publishing, broadcasting or telecasting done by or for you.
- c. "Personal injury" arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
- d. "Personal injury" arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
- e. "Personal injury" arising out of a criminal act committed by or at the direction of any "insured".
- f. "Personal injury" to:
  - (1) A person arising out of any:
    - (a) Refusal to employ that person;
    - (b) Termination of that person's employment; or
    - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
  - (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (a) Whether the "insured" may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- g. "Personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- h. Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

### 2. The following is added to Paragraph B. Exclusions of Section II – Liability:

#### Personal Injury

"Bodily injury" arising out of "personal injury".

### C. Limit Of Insurance

The following is added to the **Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"** Provision in **Section II – Liability Coverage**:

Subject to the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" and regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for all damages because of all "personal injury" sustained by any one person or organization is the Personal Injury Limit of Insurance shown in the Schedule of the Personal Injury Liability Coverage – Garages Endorsement.

The Each "Accident" Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage does not apply to damages we pay because of "personal injury".

**D. Changes In Conditions**

The **Policy Period, Coverage Territory** Garage Condition is changed by adding the following:

We also cover "personal injury" that:

1. Occurs during the policy period shown in the Declarations; and
2. Is caused by an "insured" who permanently lives within the coverage territory while the "insured" is temporarily outside of one of those places.

The original "suit" for damages resulting from such "personal injury" must be brought within the coverage territory.

**E. Additional Definition**

As used in this endorsement:

"Personal injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

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