

Québec Endorsement Form
Q.E.F. No. 48a

Goods delivery enterprise

Endorsement attached to a liability insurance contract entered into by an enterprise referred to in the third paragraph of section 84 of the *Automobile Insurance Act*
Conditions and restrictions imposed by the Autorité des marchés financiers

The **endorsement** heading must be entered in the “Declarations” section of the insurance contract. Details required for the **endorsement** may be entered in the “Declarations” section or in the **endorsement** itself, at the insurer’s option.

<p>Name of insurer:</p> <p>Name of insured (goods delivery enterprise):</p> <p>Endorsement to automobile insurance policy No.:</p> <p>Effective date: This endorsement will apply fromat 12:01 A.M. standard time at the address of the named insured.</p> <p>Specified vehicles: any automobile not owned by the goods delivery enterprise but used by an employee for a delivery.</p>

1. Definitions specific to this endorsement

Insurance contract

“Insurance contract” means the insurance contract held by the goods delivery enterprise referred to in the third paragraph of section 84 of the *Automobile Insurance Act*.

Coverage period of insurance contract

The coverages under the insurance contract apply from the time an employee of the goods delivery enterprise makes himself or herself available for a delivery until the time he or she ceases to be available for such purpose.

For example, the insurance contract applies from the time an employee of the goods delivery enterprise connects to the technological means used by this enterprise to distribute the deliveries, such as a mobile application, until the time the employee disconnects.

Personal insurance policy

“Personal insurance policy” means the liability insurance contract guaranteeing compensation for property damage caused by the vehicle used by an employee of the goods delivery enterprise outside the coverage period of the present insurance contract.

2. Clarifications regarding certain items in the *Declarations* section of the insurance contract

Item 1

The **named insured** is:

- the goods delivery enterprise (by which name and address are indicated in this item), each employee of the goods delivery enterprise and, if an employee uses a vehicle which they do not own to make a delivery, the **owner** of that vehicle.

Item 3

Creditor entitled to the indemnities under Section B, to the extent of the creditor’s interest:

- the creditor that, on the date of the **loss**, is entitled to the indemnities set out in Section B in accordance with the personal insurance policy insuring the vehicle used by the employee of the goods delivery enterprise.

3. Clarifications regarding certain insurance contract coverages

In accordance with the fourth paragraph of section 84 of the *Automobile Insurance Act*, the goods delivery enterprise is considered an owner for the purposes of Title III of this Act. This rule will, in particular, prioritize the present insurance contract during the coverage period.

The insurance contract provides the following minimum coverages:

Section A

- Only one **amount of insurance** is provided for in Section A and this amount is at least \$1 million.
- The **amount of insurance** provided for in Section A applies for the entire duration of the coverage period.

Section B, including the following two protections:

- Protection 2;

For Protection 2 coverages to apply, the following condition must be met:

- The personal insurance policy insuring the vehicle used by the employee of the goods delivery enterprise must include Protection 1 or Protection 2 on the date of the **loss**.

The **deductible** for Protection 2 is the same as indicated in the personal insurance policy insuring the vehicle used by the employee of the goods delivery enterprise for Protection 1 or Protection 2, as applicable.

The supporting documents establishing the protection and **deductible** under the personal insurance policy must be provided to the **insurer**.

- Protection 3;

For Protection 3 coverages to apply, the following condition must be met:

- The personal insurance policy insuring the vehicle used by the employee of the goods delivery enterprise must include Protection 1, Protection 3 or Protection 4 on the date of the **loss**.

However, if the personal insurance policy insuring the vehicle used by the employee of the goods delivery enterprise provides Protection 4, the coverages offered under this protection apply only if a peril covered by Protection 4 occurs.

The **deductible** for Protection 3 is the same as indicated in the personal insurance policy insuring the vehicle used by the employee of the goods delivery enterprise for Protection 1, Protection 3 or Protection 4, as applicable.

The supporting documents establishing the protection and **deductible** under the personal insurance policy must be provided to the **insurer**.

Endorsement *Q.E.F. No. 20 – Travel expenses (Section B)* (“Q.E.F. No. 20”)

- For Q.E.F. No. 20 coverages to apply, the following condition must be met:
 - The personal insurance policy insuring the vehicle used by the employee of the goods delivery enterprise must include endorsement Q.E.F. No. 20, Q.E.F. No. 20a, Q.E.F. No. 20b or Q.E.F. No. 20c, on the date of the **loss**, and the supporting documents demonstrating this must be provided to the **insurer**.

Endorsement *Q.E.F. No. 43 (A to F) – Change to indemnity (Section B)* (“Q.E.F. No. 43”)

- For Q.E.F. No. 43 coverages to apply, either of the following conditions must be met:
 - The personal insurance policy insuring the vehicle used by the employee of the goods delivery enterprise must include endorsement Q.E.F. No. 43, on the date of the **loss**, and the supporting documents demonstrating this must be provided to the **insurer**.

In this case, the applicable coverages are the same as those in the personal insurance policy.

- The vehicle used by the employee of the goods delivery enterprise must be covered by *Q.P.F. No. 5 – Complementary Insurance for Damage Caused to Insured Vehicle Form (Replacement Insurance)* (“Q.P.F. No. 5”), on the date of the **loss**, and the supporting documents demonstrating this must be provided to the **insurer**.

In this case, Q.E.F. No. 43 coverages are, as applicable:

- Option 43A – Partial loss – New parts;
- Option 43E – Total loss – Replacement cost.

It is understood that the value of damage determined according to Option 43E may not be greater than the amount of the indemnity calculated in accordance with articles 1.1 and 1.2 of Q.P.F. No. 5, as applicable.

All other conditions of the insurance contract remain the same.