# Quebec Endorsement Form Q.E.F. No. 27a

# Civil liability resulting from damage caused to vehicles of which named insured is not owner (excluding vehicles provided by an employer) (Section A)

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.

Name of insurer:
Named insured:
Endorsement to automobile insurance policy no.:
Effective date: This <b>endorsement</b> will apply from
Termination date: This <b>endorsement</b> will apply until
Additional insurance premium payable:  Amounts payable:  Due date:

#### **Endorsement description**

This **endorsement** extends coverage under Section A of the insurance contract to the financial consequences that an insured person may incur when civilly liable for:

- damage caused to a vehicle of the ...... type or its equipment and accessories; and
- disappearance of the vehicle or its equipment and accessories.

Civil liability may be contractual or extracontractual.

# **Insured persons**

In this endorsement, "insured person" refers to:

- the named insured;
- his or her spouse;
- any person designated in a Q.E.F. No. 2 entitled "Vehicles of which named insured is not owner and when driven by named drivers", attached to the insurance contract;
- the legal representatives and the succession of all the above listed insured persons.

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However, if the named insured is a legal person, partnership or association, "insured person" refers to:

- any employee, shareholder, partner or member authorized by the named insured;
- their spouse;
- any person designated in a Q.E.F. No. 2, attached to the insurance contract;
- the legal representatives and the succession of all the above listed insured persons.

or solely:

- the following persons: .....;
- their spouse:
- any person designated in a Q.E.F. No. 2, attached to the insurance contract;
- the legal representatives and the succession of all the above listed insured persons.

#### **Application**

- 1. The insured person must have the care, custody or control of the vehicle or its equipment and accessories.
- 2. The insured person or anyone whose domicile is the same as that of the **named insured** must not be the **owner** of the vehicle or its lessee for at least one year or under a contract of leasing.
- 3. The employer of an insured person or the employer of anyone whose domicile is the same as that of the **named insured** must not be the **owner** of the vehicle or its lessee for at least one year or under a contract of leasing.

### Covered perils and insurance premium

Coverage is provided only for those perils for which a **deductible** or an **insurance premium** is shown in the table below, or entered specifically for this **endorsement** in the "*Declarations*" section of the insurance contract:

Section A: Coverage for civil liability arising from property damage and bodily injury caused to another person		
PERILS	DEDUCTIBLE	INSURANCE PREMIUM
	Deductible per loss:	
Protection 1: "All perils"	\$	\$
Protection 2: Perils of collision and upset	\$	\$
Protection 3: All perils other than collision or upset	\$	\$
Protection 4: Specific perils	\$	\$
Total:		\$

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# Clarifications

- 1. Protections 1, 2, 3 and 4 have the same meanings as in Section B of the insurance contract. The exclusions specified in that section will apply, as the case may be.
- 2. An **amount of insurance** of \$..... will apply per **loss**, plus expenses, costs and interest arising from a lawsuit.
- 3. Where applicable, the additional coverage provided under Section A of the insurance contract may apply.
- 4. The **insurer** agrees not to exercise any recourse against a person who, with the insured person's consent, has the care, custody or control of the vehicle or its equipment and accessories, unless that person:
  - was engaged in a garage business at the time of the loss; or
  - failed to comply with the insurance contract.

All other conditions of the insurance contract remain the same.

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