

Québec Endorsement Form
Q.E.F. No. 4-27a

Civil liability resulting from damage caused to vehicles of which the named insured is not the 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.

<p>Name of insurer:</p> <p>Named insured:</p> <p>Endorsement to automobile insurance policy No.:</p> <p>Effective date: This endorsement will apply from at 12:01 A.M. standard time at the address of the named insured.</p> <p>Termination date: This endorsement will apply until at 12:01 A.M. standard time at the address of the named insured or, if no date is specified, until the expiry date of the insurance contract.</p> <p>Additional insurance premium payable:</p> <ul style="list-style-type: none">▪ Amount 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;
- 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. 4-2 entitled "*Vehicles of which the named insured is not the 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.

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**;
- his or her **spouse**;
- any person designated in a Q.E.F. No. 4-2, attached to the insurance contract;
- the legal representatives and the succession of all the above listed insured persons.

Or solely to:

- the following persons:
- their **spouses**;
- any person designated in a Q.E.F. No. 4-2, 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, its equipment and accessories.
2. The **damage** must not be caused to a **customer’s vehicle**.
3. The insured person or anyone whose domicile is the same as that of the **named insured** must not be the **owner** of the vehicle.
4. The employer of an insured person or the employer of anyone whose domicile is the same as that of the insured person must not be the **owner** of the vehicle.

Covered perils and insurance premiums

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:	
<u>Protection 1</u> : “All perils”	\$	\$
<u>Protection 2</u> : Perils of collision and upset	\$	\$
<u>Protection 3</u> : All perils other than collision or upset	\$	\$
<u>Protection 4</u> : Specific perils	\$	\$
Total:		\$

If the **damage** is caused by lightning or fire, the **deductible** will not apply.

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**;
 - \$..... will apply per vehicle, up to an amount of \$..... per **loss**;plus the legal and other costs 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** other than as an employee, shareholder, member or partner of the **named insured**; or
 - failed to comply with the insurance contract.

All other conditions of the insurance contract remain the same.