

Form # SEF94 (Rev. July 5, 2012)

SEF No. 94 – Legal Liability for Damage to Automobiles in the Care, Custody, or Control of the Insured

(For attachment only to a Non-Owned Policy SPF No. 6)

In consideration of the premium herein stated, it is understood and agreed that the policy to which this endorsement is attached is extended as follows:

SECTION B – LEGAL LIABILITY FOR DAMAGE TO AUTOMOBILES IN THE CARE, CUSTODY or CONTROL OF THE INSURED

The **INSURERS** agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of any automobile not owned inwhole or in part by or licensed in the name of the Insured and resulting from loss or damage thereto, caused by–ALL PERILS.

Deductible Clause

Each occurrence causing loss or damage covered hereunder except loss or damage caused by fire or lightning or theft of the entire automobile shall give rise to a separate claim in respect of which the **INSURERS'** liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated.

Two or More Automobiles

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of liability, including the deductible provision, if any, under this insuring agreement.

Exclusions

The **INSURERS** shall not be liable:

1. for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
2. for loss or damage:
 - a. to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
 - b. to any automobile while being used without the consent of the owner thereof; or
 - c. caused directly or indirectly by contamination by radioactive material; or
 - d. to contents of trailers or to rugs or robes; or
 - e. to tapes and equipment for use with a tape recorder when detached therefrom; or
 - f. caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
 - g. for any amount in excess of the limit stated and expenditures provided for in the Additional Agreements of the Policy to which this Endorsement is attached.

Additional Agreement

The **INSURERS** further agrees to pay general average, salvage and fire department charges and custom duties of Canada or of the United States of America for which the Insured is legally liable.

Limit and Deductible Amount Advanced Premium

	LIMIT AND DEDUCTIBLE AMOUNT	ADVANCE PREMIUM
1. ALL PERILS	\$As per policy declaration page (exclusive of interests and costs) any one Accident \$As per policy declaration page Deductible (other than fire, lightning or theft of entire automobile)	\$ Included

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.