

Form #QEF 6-94 (Rev. February 1, 2010)

**CIVIL LIABILITY RESULTING FROM DAMAGE TO HIRED AUTOMOBILES AND/OR AUTOMOBILES OPERATED UNDER CONTRACT ENDORSEMENT**

**INSURER**

Issued to .....

Attached to and forming part of Policy No. .... Effective from ..... 12:01 A.M. standard time.

In consideration of the premium herein stated, the Insurer agrees to indemnify the Insured against the pecuniary consequences of the contractual or extracontractual liability of the Insured for loss of or damage to "hired automobiles" or "automobiles operated under contract", as defined in General Provisions, Definitions and Exclusions of the policy to which this endorsement is attached, including their equipment, caused by such of the perils described herein for which a premium is specified.

INSURING AGREEMENT			PERILS	AMOUNTS	DEDUCTIBLE	TYPE OF AUTOMOBILE	Estimated COST OF HIRE	Estimated CONTRACT COST	RATE PER \$100	ADVANCE PREMIUM
Civil liability resulting from damage to hired automobiles and/or automobiles operated under contract	S U B S E C T I O N S	1	All perils	\$ (exclusive of interest, expenses and costs)	\$		\$	\$		\$
		2	Collision or upset	\$ (exclusive of interest, expenses and costs)	\$		\$	\$		\$
		3	Comprehensive (excluding collision or upset	\$ (exclusive of interest, expenses and costs)	\$		\$	\$		\$
		4	Specified perils	\$ (exclusive of interest, expenses and costs)	\$		\$	\$		\$
Premium due date:										Total: \$

**Subsection 1 – ALL PERILS**

**Subsection 2 – COLLISION OR UPSET**

Collision includes collision with (a) a vehicle to which the automobile is attached and (b) the surface of the ground.  
Upset means the total or partial upset of the automobile.

**Subsection 3 – COMPREHENSIVE meaning any peril other than collision or upset**

For the purpose of Subsection 3, loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage caused by perils for which insurance is provided under Subsection 3. In addition, coverage under Subsection 3 is extended to include loss or damage caused by collision with a person or with an animal.

**Subsection 4 – SPECIFIED PERILS** – meaning fire, lightning, theft or attempted theft, explosion, earthquake, windstorm, hail, rising water, riot or civil commotion, falling or forced landing of aircraft or of parts of aircraft, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.

**DEDUCTIBLE CLAUSE**

The Insured shall be required to contribute the deductible amount stated in the Declarations with respect to loss or damage insured under section B, except for loss or damage by fire or lightning, in any one occurrence.

**EXCLUSIONS**

The Insurer shall not be liable for loss or damage:

- (1) to any automobile while personally driven by the Named Insured if the Named Insured is an individual;
- (2) (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;
- (b) to any automobile while being used without the consent of the owner thereof;
- (c) to contents of trailers;
- (d) to tapes and equipment for use with a tape player or recorder, or to compact discs, unless such tapes, equipment or discs are in the tape player, recorder or disc player;
- (e) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by operation of armed forces while engaged in hostilities, whether war be declared or not.
- (3) under Subsections 3 and 4 for loss or damage caused by theft by anyone whose domicile is the same as the Insured's, or by any employee of the Insured engaged in the operation, maintenance, repair, servicing or parking of the automobile whether the theft occurs in the course of such service or employment or not.

**ADDITIONAL AGREEMENTS**

- (1) Where loss or damage arises from a peril insured against hereunder, the Insurer further agrees to pay general average and salvage charges, and customs duties of Canada or of the United States of America, for which the Insured is civilly liable.
- (2) The Insurer further agrees to bear any fees the Insured is charged by a municipality under the Act respecting municipal taxation for the use of its fire protection service when the fire department is called to prevent or fight fire in the automobile.

- (3) The Additional Agreements under Section A shall, insofar as they are applicable to the subject matter of this endorsement, extend to the indemnity provided herein.

The advance premiums for this endorsement are subject to adjustment in the same manner as those stated under Items 5 and 6 of the Declarations. All other terms and conditions of the contract remain the same.

SAMPLE