

ALBERTA STANDARD

**Legal Liability for Damage to Hired
Automobiles Endorsement
(For attachment only to a Non-Owned
Automobile Policy S.P.F. No. 6)**

AB-S.E.F. No. 94

DRAFT

(01/2027)

DRAFT FORM – ALBERTA SUPERINTENDENT OF INSURANCE

Alberta 

Classification: Public

AB-S.E.F. No. 94
LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES ENDORSEMENT
(For attachment only to a Non-Owned Automobile Policy S.P.F. No. 6)

In consideration of the premium charged, as set out in the Policy (including this endorsement) or in the Certificate of Automobile Insurance, this endorsement provides insurance for one or more of the coverages listed below for which a premium is charged, and no other.

Section B INSURING AGREEMENTS	LIMITS AND AMOUNTS THIS ENDORSEMENT CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE		TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATE PER \$100	ADVANCE PREMIUM
Subsection 1 - ALL PERILS	\$	(exclusive of interests and costs) any one accident.		\$		\$
	\$	Amount deductible				
Subsection 2 - COLLISION OR UPSET	\$	(exclusive of interests and costs) any one accident.		\$		\$
	\$	Amount deductible				
Subsection 3 - COMPREHENSIVE	\$	(exclusive of interests and costs) any one accident.		\$		\$
	\$	Amount deductible				
Subsection 4 - SPECIFIED PERILS	\$	(exclusive of interests and costs) any one accident.		\$		\$
	\$	Amount deductible				
Minimum Retained Premium \$				TOTAL Premium \$		

SECTION B – LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by the Insured under any contract or agreement for loss or damage arising from the care, custody or control of "Hired Automobiles" as defined in such policy and resulting from loss or damage thereto, caused solely by:

Subsection 1 – ALL PERILS

from all perils;

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Subsection 2 – COLLISION OR UPSET

caused by collision with another object or by upset;

The words “another object” as used in this subsection 2 include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon;

Subsection 3 – COMPREHENSIVE

from any peril other than by collision with another object or by upset;

The words “another object” as used in this subsection 3 have the same meaning as in Section C subsection 2 but do not include a live ~~undomesticated~~ animal. Loss or damage caused by an object, including another automobile, striking the automobile when the automobile is not in use or operation, 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 this subsection 3;

Commented [AR1]: Align to definition from SPF 1.

Subsection 4 – SPECIFIED PERILS

caused by fire, lightning, theft or attempt thereof, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, 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

Each occurrence causing loss or damage covered under any subsection ~~hereof except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection of Section C~~ shall give rise to a separate claim in respect of which the Insurer’s liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated in the applicable subsection hereof.

Commented [AR2]: Remove deductible waiver

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 Insurer 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) under any subsection hereof 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
 - e. to electronic accessories or electronic equipment, including radios, tape players/decks, stereo players/decks, compact disc players, DVD players, DVD screens, speakers, two-way radios, CB radios, ham radios, VHF radios, televisions, facsimile machines, electronic navigation assistance, positioning and location finding devices and items of a similar nature, when such electronic accessories and electronic equipment are detached from the automobile; or
 - f. to telephones or computers; or

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- g. 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
 - h. for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the Policy to which this endorsement is attached;
- (3) under subsection 3 – Comprehensive and subsection 4 - Specified Perils for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the Insured, by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the Policy provides insurance under subsection 1 or 2.

ADDITIONAL AGREEMENT

The Insurer 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.

The advance premiums for this endorsement are subject to adjustment in the same manner as those stated under Item 5 of the Policy or in the Certificate of Automobile Insurance.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the Policy shall have full force and effect.

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