

ALBERTA STANDARD

Legal Liability for Comprehensive Damage to Customers' Automobiles Endorsement (Including Open Lot Pilferage)

(For attachment only to a Garage Automobile Insurance Policy S.P.F. No. 4)

AB-S.E.F. No. 77

(01/2027)

DRAFT FORM – ALBERTA SUPERINTENDENT OF INSURANCE

Alberta 

AB-S.E.F. No. 77
LEGAL LIABILITY FOR COMPREHENSIVE DAMAGE TO CUSTOMERS' AUTOMOBILES ENDORSEMENT (INCLUDING OPEN LOT PILFERAGE)
(For attachment only to a Garage Automobile Policy S.P.F. No. 4)

In consideration of the premium charged, as set out in the Policy or in the Certificate of Automobile Insurance, Subsection 2 of Section E of Item 5 of the Policy or Certificate of Automobile Insurance is amended to read as follows:

Section E Legal Liability for Damage to a Customer's Automobile While in the Care, Custody or Control of the Insured	Location as per Item 1:	Maximum number of Customer's Automobiles	Limit of Liability (exclusive of costs and post judgment interest) any one occurrence	Sum payable by Insured in respect of each separate occurrence (except for loss or damage by fire, lightning or theft of the entire automobile)	Advance Premium
Subsection 2 -Comprehensive (Excluding Collision or Upset)	(A)		\$	\$	\$
THIS POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE	(B)	(Add rows as needed)	\$	\$	\$
Total Advance Premium					\$

In addition, subsection 2 of Section E of the Policy is deleted and replaced as follows:

SUBSECTION 2 - COMPREHENSIVE

From any peril other than by collision with another object or by upset;
The words "another object" as used in this subsection 2 are as defined in Section C – Subsection-1 – Collision or Upset of the Policy. The words "another object" as used in this subsection 2 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 2.

LIMITS OF LIABILITY APPLICABLE TO SUBSECTION 2

The Insurer shall not be liable in respect of any one occurrence for:

- (i) any amount in excess of the limits of liability stated in subsection 2 of Section E of Item 5 of the Policy or the Certificate of Automobile Insurance at each specified location and expenditures provided for in Additional Agreements of this Section;
- (ii) any amount at a newly acquired location in excess of the lower limit of liability stated for any specified location;
- (iii) loss or damage to more than four automobiles at any location not used by the Insured in the business specified in Item 3 of the Policy or the Certificate of Automobile Insurance.

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EXCLUSIONS

The Insurer shall not be liable under this subsection for loss or damage:

- (a) from explosion of tires or consisting of or caused by mechanical fracture or breakdown of any part of the 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 this subsection or is caused by fire, theft or malicious mischief;
- (b) caused directly or indirectly by contamination by radioactive material;
- (c) to contents of automobiles or trailers;
- (d) 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; and
- (e) to telephones or computers.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under this subsection 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 sum payable by the Insured stated in subsection 2 of Section E of Item 5 of the Policy or the Certificate of Automobile Insurance.

~~This deductible clause shall not apply to loss or damage caused by fire or lightning or theft of the entire automobile.~~

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