

ALBERTA STANDARD

Legal Liability for Damage to Non- Owned Automobile Endorsement (For attachment only to a Standard Driver's Automobile Insurance Policy - S.P.F No. 2)

AB-S.E.F. No. 60

(01/2027)

DRAFT FORM – ALBERTA SUPERINTENDENT OF INSURANCE



AB-S.E.F. No. 60
LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILE ENDORSEMENT
(For attachment only to a
Standard Driver's Automobile Insurance Policy - S.P.F No. 2)

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.

INSURING AGREEMENTS		PERILS	LIMITS AND AMOUNTS			PREMIUM
		This endorsement contains a partial payment of loss clause				
SECTION B - LEGAL LIABILITY FOR LOSS OF OR DAMAGE TO NON-OWNED AUTOMOBILE	SUB. SEC. 1.	ALL PERILS	\$	AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE	\$	\$
	2.	COLLISION OR UPSET	\$			
	3.	COMPREHENSIVE (EXCLUDING COLLISION OR UPSET)	\$			
	4.	SPECIFIED PERILS (EXCLUDING COLLISION OR UPSET)	\$			
	Total Premium					

SECTION B - LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILE

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 a non-owned automobile as defined in the Policy and resulting from loss or damage thereto, caused solely by:

Subsection 1 – ALL PERILS

from all perils;

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 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;

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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,~~ 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.

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 endorsement.

EXCLUSIONS

The Insurer shall not be liable

- 1) under any subsection hereof for loss or damage
 - a. to tires 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 by the Insured 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
 - 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 Additional Agreements of the Policy to which this endorsement is attached; or
- 2) under subsections 3 (Comprehensive), 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, or by any employee of the Insured engaged in the operation, maintenance

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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 subsections 1 or 2.

ADDITIONAL AGREEMENTS

The Insurer further agrees:

- 1) Upon receipt of notice of loss or damage caused to property, to serve the Insured by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
- 2) To defend in the name and on behalf of the Insured and at the cost of the Insurer any civil action which may at any time be brought against the Insured on account of such loss or damage; and
- 3) To pay all costs taxed against the Insured in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limit of the Insurer's liability; and
- 4) To pay general average, salvage and fire department charges and customs duties of Canada or of the United States of America for which the Insured is legally liable.

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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