

## Q.E.F. NO. 6-94 – CIVIL LIABILITY RESULTING FROM DAMAGE TO HIRED AUTOMOBILES AND/OR AUTOMOBILES OPERATED UNDER CONTRACT ENDORSEMENT

Up to the Each Occurrence Limit stated in the Declarations, in addition to the amounts stated for the Commercial General Liability Insurance, 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 caused by all perils (Subsection 1) to **hired automobiles** or **automobiles operated under contract**, as defined in General Provisions, Definitions and Exclusions of Form Q.P.F. No. 6 to which this endorsement is attached.

### 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. under any subsection hereof for loss or damage:
  - 2.1. 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;
  - 2.2. to any automobile while being used without the consent of the owner thereof;
  - 2.3. to contents of trailers;
  - 2.4. 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;
  - 2.5. 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:
  - 1.1. 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;
  - 1.2. 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.
2. The Additional Agreements of the LI-6 form shall, insofar as they are applicable to the subject matter of this endorsement, extend to the indemnity provided herein.

All other terms and conditions of the policy remain unchanged.