

Correspondence Table

**QUEBEC AUTOMOBILE INSURANCE POLICY
Q.P.F. No. 5 – COMPLEMENTARY INSURANCE FOR LOSS OF
OR DAMAGE TO INSURED AUTOMOBILE FORM (2012)
REPLACEMENT INSURANCE**

vs

**QUEBEC AUTOMOBILE INSURANCE POLICY FORM
Q.P.F. No. 5 – COMPLEMENTARY INSURANCE FOR DAMAGE
CAUSED TO INSURED VEHICLE FORM (2014)
(Replacement Insurance)**

The Groupement des assureurs automobiles presents here a correspondence table between the version in force at the time of publication (September 2012) and the version in clear language (March 2014) of the Quebec Automobile Insurance Policy Q.P.F. No. 5. This table makes it possible to easily find corresponding texts from one version to the other and where they are located in the form.

The left-hand column contains the clauses as they appear in the September 2012 version. The next column presents the equivalent clauses of the March 2014 version of the form, although not necessarily in order of appearance. We have therefore added a column on the far right showing the pages in the September 2012 form where these clauses can be found.

Important notes on style:

You will see text written in a **different style**. This means that the text is not relevant to the correspondence sought, but is still significant for another part of the text elsewhere in the document.

Where necessary, we have added the [. .] symbol to the text. This means that there is some text before or after the text being sought. We did not include it because it was not relevant. It was not been completely eliminated from the text and appears elsewhere in the table.

You will also find certain parts of the text that have been ~~crossed-out~~. This means that the text is not relevant for the correspondence sought, but also that it is not found in the new version.

QUEBEC AUTOMOBILE INSURANCE POLICY

(Q.P.F.)

No. 5

<p align="center">Q.P.F. No 5 (02-2012)</p>	<p align="center">Q.P.F. No 5 (03-2014)</p>	<p align="center">Page</p>
<p align="center"> QUEBEC AUTOMOBILE INSURANCE POLICY Q.P.F. NO. 5 COMPLEMENTARY INSURANCE FOR LOSS OF OR DAMAGE TO INSURED AUTOMOBILE FORM REPLACEMENT INSURANCE Approved by the <i>Autorité des marchés financiers</i> </p>	<p align="center"> QUEBEC AUTOMOBILE INSURANCE POLICY (Q.P.F.) No. 5 Complementary Insurance for Damage Caused to Insured Vehicle Form <i>(Replacement Insurance)</i> </p>	
<p><i>New clause</i></p>	<p>INTRODUCTION</p> <p>The following is to provide general explanations concerning the insurance contract to make it easier to understand. These explanations must not be used to create any right or coverage.</p> <p>In case of any ambiguity or discrepancy between the introduction and the laws applicable to the insurance contract, the terms of the laws will prevail.</p>	<p align="center">2</p>
<p><i>New clause</i></p>	<p>1. DOCUMENTS INCLUDED IN INSURANCE CONTRACT</p> <p>The following documents form part of the insurance contract:</p> <ul style="list-style-type: none"> ▪ This document, i. e., the “Quebec Automobile Insurance Policy Form (Q.P.F.) No. 5 – <i>Complementary Insurance for Damage Caused to Insured Vehicle Form (Replacement</i> 	<p align="center">2</p>

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	<p><i>Insurance</i>),” a standard document approved by the Autorité des marchés financiers.</p> <p>Note that the “<i>Declarations</i>” section of this insurance policy contains information specific to the named insured.</p> <ul style="list-style-type: none"> ▪ Endorsement (Q.E.F.) No. 5-25 entitled “<i>Changes to the Declarations</i>”, if named in Item 4, “<i>Declarations</i>.” 	
<p><i>New clause</i></p>	<p>2. UNDERSTANDING THE INSURANCE CONTRACT</p> <p>Coverage under the insurance contract is limited to complementing coverage under Section B of the primary insurance contract, unless otherwise indicated in the contract.</p> <p>Below is useful information to help understand the insurance contract:</p> <ul style="list-style-type: none"> ▪ Refer to the “<i>Table of Contents</i>” to see how the insurance contract is structured and to locate specific information. ▪ Words and expressions in bold throughout this document and in the endorsement are explained in the “<i>Definitions</i>” section. ▪ The insurance contract should be read as a whole. Consequently, clauses should be interpreted as they relate to each other and considering the entire insurance contract. ▪ Words in the singular include the plural. 	<p>2</p>

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DECLARATIONS	DECLARATIONS	
<p>ITEM 1</p> <p>Full name and address of the Insured:</p> <p>The insured automobile is and will be chiefly used and usually kept in the town and province of the Insured's address stated above unless otherwise specified herein.</p>	<p>ITEM 1</p> <p><u>Name and address of the named insured:</u></p> <p>The described vehicle is and will be chiefly used, stored and parked in the town/city and province shown in Item 1. If not, the named insured must so declare.</p>	3
<p>ITEM 2</p> <p>Contract period</p> <p>From to..... exclusively.</p> <p>12:01 A.M. standard time at the Insured's address stated above as to each of said dates.</p>	<p>ITEM 2</p> <p><u>Contract period:</u></p> <p>From _____* to _____* exclusively.</p> <p>*at 12:01 A.M. standard time at the address of the named insured.</p>	3
<p>ITEM 3</p> <p>Particulars of insured automobile:</p>	<p>ARTICLE 3</p> <p><u>Caractéristiques du véhicule désigné</u></p> <p><i>[see chart in plain language policy]</i></p>	3

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<p>ITEM 4</p> <p>Subject to incompatible provisions, insurance is hereby provided against the same perils as those covered by Section B of the primary insurance contract.</p>	<p>ITEM 4</p> <p>The insurance contract covers the same perils as those covered by Section B of the primary insurance contract.</p> <p>Only the option for which an insurance premium is shown in the table below will apply, subject to the conditions set out in the insurance contract:</p> <p><i>[see chart in plain language policy]</i></p>	<p style="text-align: center;">4</p>
<p>ITEM 5</p> <p>NOTICE</p> <p>Agent, broker or distributor:</p> <p>At:</p>	<p>ITEM 6</p> <p><u>Information for the named insured:</u></p> <p><u>Name of agent, insurance broker or distributor:</u></p> <p><u>Address of agent, insurance broker or distributor:</u></p>	<p style="text-align: center;">4</p>
<p>ITEM 6</p> <p>IMPORTANT STATEMENTS FOR UNDERWRITING THE RISK</p>	<p>ITEM 5</p> <p><u>Important statements for analyzing the risk:</u></p>	<p style="text-align: center;">4</p>

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DEFINITIONS	DEFINITIONS	
<i>New clause</i>	Unless the context indicates otherwise, the definitions below apply to the words and expressions shown in bold in the insurance contract.	17
<i>New definition</i>	DAMAGE: Any property damage caused to the described vehicle .	17
<i>New definition (from QPF no 1)</i>	DEDUCTIBLE: The amount left to be paid by the named insured under the primary insurance contract .	17
<i>New definition</i>	DESCRIBED VEHICLE: A vehicle designated in Item 3, " <i>Declarations</i> ."	17
<i>New definition</i>	ENDORSEMENT: A document modifying the insurance contract and officially called "Quebec Endorsement Form" or "Q.E.F."	17
Equivalent automobile: New automobile of the same kind and quality with equipment and accessories similar to those of the insured automobile.	EQUIVALENT VEHICLE: A new vehicle of the same kind and quality as the described vehicle , with similar equipment and accessories.	17
<i>New definition (from QPF no 1)</i>	GARAGE BUSINESS: Includes any business activity involving the custody, selling, equipping, repairing, maintaining, storing, parking, moving or servicing of motor vehicles .	17
<i>New definition (from QPF no 1)</i>	INSURANCE PREMIUM: The amount payable to the insurer in consideration of the coverage provided under the insurance contract.	17
<i>New definition</i>	INSURER: The insurer issuing this insurance contract.	17

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<i>New definition</i> (from QPF no 1)	LOSS: A risk that occurs and causes damage .	17
<i>New definition</i> (from QPF no 1)	MOTOR VEHICLE: A vehicle propelled by any power other than muscular force and adapted for transportation on public highways but not on rails.	17
Named dealer: Dealer named in the purchase or long-term lease contract, or in a contract of leasing, for the insured automobile or, where the Insured is unable to have his automobile replaced by the dealer, any other dealer authorized by the Insurer.	NAMED DEALER: The dealer named in the purchase contract, long-term lease or contract of leasing for the described vehicle . If the named insured is unable to have his or her vehicle replaced by that dealer, the named dealer may be any other dealer authorized by the insurer .	17
<i>New definition</i>	NAMED INSURED: A person designated in Item 1, " <i>Declarations.</i> "	17
Primary insurer: Insurer that issued the primary insurance contract .	PRIMARY INSURER: The insurer issuing the primary insurance contract .	17
Primary insurance contract: Unless otherwise indicated in this contract, the primary insurance contract includes: <ul style="list-style-type: none"> • Quebec Automobile Insurance Policy – Owner’s Form (Q.P.F. No. 1) containing Section A and at least one of the subsections of Section B, and • its endorsements. 	PRIMARY INSURANCE CONTRACT: Unless otherwise indicated in this insurance contract, “Quebec Automobile Insurance Policy Form (Q.P.F.) No. 1 – <i>Owners’ Form</i> ” and its endorsements , issued to the named insured . Q.P.F. No. 1 must include Section A and at least one of the protections under Section B.	17

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<p>Purchase price: Price indicated in the purchase or long-term lease contract, or in a contract of leasing.</p>	<p>PURCHASE PRICE: The actual price for the described vehicle, as indicated in the purchase contract, long-term lease or contract of leasing, including its equipment and accessories only.</p>	17
<p>Selected option: Form of compensation selected by the Insured at the time the Insurer underwrites the risk, namely, the replacement of the insured automobile or the payment of an indemnity for the replacement of the insured automobile.</p>	<p><i>Removed</i></p>	n/a
<p>Replacement automobile: New automobile of the current year with the same specifications, equipment and accessories as those of the insured automobile or, in case of unavailability at the time of the claim settlement, an automobile of the year subsequent to the loss</p>	<p>REPLACEMENT VEHICLE: A new vehicle of the current year with the same specifications and equipment and accessories as those of the described vehicle. If such a vehicle is not available upon settlement of the loss, "replacement vehicle" will mean a vehicle of the year subsequent to the loss.</p>	18
<p>Total loss: Complete and permanent loss of the insured automobile (including theft) or loss deemed by the Primary insurer to be a total loss.</p>	<p>TOTAL LOSS: Complete and permanent loss of the described vehicle, including theft, or loss deemed by the primary insurer to be a total loss.</p>	18

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INSURING AGREEMENTS	<i>Removed</i>	n/a
<p>Subject to the conditions set out hereinafter and the prescribed limitations, the Insurer agrees to indemnify, in the event of total loss, to replace the insured automobile based on the selected option and, in the event of partial loss, to replace damaged parts.</p> <p>Unless otherwise indicated in this contract, this insurance shall be limited to complementing the coverages set out under Section B of the primary insurance contract as a result of loss or damage caused by a peril covered by these.</p>	<p>DESCRIPTION OF COVERAGES</p> <p>The insurance contract covers replacement of the described vehicle in the event of total loss and replacement of damaged parts in the event of partial loss.</p> <p>Coverage under the insurance contract is limited to complementing coverage under Section B of the primary insurance contract, unless otherwise indicated in this contract.</p> <p>1. COVERAGE IN EVENT OF TOTAL LOSS OF DESCRIBED VEHICLE</p> <p>In the event of total loss, the insurer guarantees replacement of the described vehicle based on the option selected by the named insured upon subscribing to the insurance.</p> <p><i>To determine which option was selected, refer to Item 4, "Declarations" of the insurance contract.</i></p>	<p>5</p> <p>5</p>
<p>TOTAL LOSS</p> <p>NEW AUTOMOBILE (DEMONSTRATION VEHICLES INCLUDED)</p> <p>In the event of total loss of the insured automobile, the Insurer agrees to:</p> <p>Option 1: replace the insured automobile through the named dealer;</p>	<p>DESCRIPTION OF COVERAGES</p> <p>1. COVERAGE IN EVENT OF TOTAL LOSS OF DESCRIBED VEHICLE</p> <p>1.1 Option 1: Replacement of described vehicle</p>	5

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<p>OR</p> <p>Option 2: pay an indemnity to replace the insured automobile.</p>	<p>DESCRIPTION OF COVERAGES</p> <p>1. COVERAGE IN EVENT OF TOTAL LOSS OF DESCRIBED VEHICLE</p> <p>1.2 <u>Option 2</u>: Payment of indemnity to replace described vehicle</p>	<p style="text-align: center;">6</p>
<p>The Insurer agrees, based on the selected option, to replace the insured automobile by assuming or paying an indemnity corresponding to the sum of the following amounts, as applicable:</p>	<p>DESCRIPTION OF COVERAGES</p> <p>1. COVERAGE IN EVENT OF TOTAL LOSS OF DESCRIBED VEHICLE</p> <p>1.1 <u>Option 1</u>: Replacement of described vehicle</p> <p style="text-align: center;"><u>Option 1A</u> <i>New vehicle or demonstrator vehicle</i></p> <p>In the event of total loss, where the described vehicle is a new vehicle or a demonstrator vehicle, the insurer agrees to replace the vehicle with a replacement vehicle through the named dealer.</p>	<p style="text-align: center;">5</p>

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	<p>1.1 <u>Option 2</u>: Payment of indemnity to replace described vehicle</p> <p style="text-align: center;"><u>Option 2A</u> <i>New vehicle or demonstrator vehicle</i></p> <p>In the event of total loss, where the described vehicle is a new vehicle or a demonstrator vehicle, the insurer agrees to pay an indemnity only when the named insured replaces the vehicle with a replacement vehicle. Replacement does not need to be made through the named dealer.</p>	6
<p>(i) the difference between the value of a replacement automobile and the amount of the indemnity paid (excluding the applicable deductible) by the Primary insurer, with any amount in excess thereof to be borne by the Insured;</p>	<p>DESCRIPTION OF COVERAGES</p> <p>1. COVERAGE IN EVENT OF TOTAL LOSS OF DESCRIBED VEHICLE</p> <p>1.1 <u>Option 1</u>: Replacement of described vehicle</p> <p style="text-align: center;"><u>Option 1A</u> <i>New vehicle or demonstrator vehicle</i></p> <p>The insurer will then bear the difference between:</p> <ul style="list-style-type: none"> ▪ the marked-up value of the described vehicle; and ▪ the indemnity paid by the primary insurer, plus the deductible assumed by the named insured. <p>Any amount not borne by the insurer will be borne by the named insured.</p>	5

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	<p>1.2 <u>Option 2: Payment of indemnity to replace described vehicle</u></p> <p style="text-align: center;"><u>Option 2A</u> <i>New vehicle or demonstrator vehicle</i></p> <p>The insurer agrees to pay an indemnity equal to the difference between:</p> <ul style="list-style-type: none"> ▪ the value of the replacement vehicle; and ▪ the indemnity paid by the primary insurer, plus the deductible assumed by the named insured. <p>Any amount not borne by the insurer will be borne by the named insured.</p>	6
(ii) the deductible assumed by the Insured under the primary insurance contract , to a maximum of \$ _____, with any amount in excess thereof to be borne by the Insured;	<p>DESCRIPTION OF COVERAGES</p> <p>3. OTHER COVERAGES IN EVENT OF TOTAL OR PARTIAL LOSS</p> <p>In the event of total loss or partial loss of a new, demonstrator or used vehicle, the following coverages will apply even if the insurer had nothing to bear or pay under Options 1 and 2, but provided that the primary insurer has paid an indemnity.</p> <p>3.1 <u>Bearing of deductible</u></p> <p>The insurer bears the deductible assumed by the named insured under the primary insurance contract, up to a maximum of \$ _____.</p>	7

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	The named insured will assume any amount of deductible exceeding the above maximum.	
<p>(iii) the cost of leasing an automobile similar to the insured automobile, for any loss where the Insured is deprived of his automobile, to a maximum of \$ _____ per day (including all taxes) and in total \$ _____ (including all taxes). These costs will be refunded as of the first day of the rental and:</p> <ul style="list-style-type: none"> • if an insufficient amount of these costs is assumed by the Primary insurer, or • when the Primary insurer does not assume these costs. 	<p>DESCRIPTION OF COVERAGES</p> <p>3. OTHER COVERAGES IN EVENT OF TOTAL OR PARTIAL LOSS</p> <p>3.2 <u>Reimbursement of vehicle leasing expenses</u></p> <p>The insurer bears any leasing expenses for a vehicle similar to the described vehicle when the named insured is deprived of his or her vehicle as a result of a covered loss.</p> <p>These expenses will be reimbursed if the primary insurer:</p> <ul style="list-style-type: none"> ▪ does not bear the expenses; or ▪ only bears part of the expenses, in which case only expenses not borne by the primary insurer will be reimbursed. <p>Expenses incurred from the first day of leasing will be reimbursed up to a maximum amount of \$ _____ per day (including taxes) and \$ _____ in total (including taxes).</p>	7

<p style="text-align: center;">Q.P.F. No 5 (02-2012)</p>	<p style="text-align: center;">Q.P.F. No 5 (03-2014)</p>	<p style="text-align: center;">Page</p>
<p>Where the selected option is the replacement of the insured automobile, the Insurer may, if the replacement automobile is unavailable, replace the insured automobile with an equivalent automobile.</p>	<p>DESCRIPTION OF COVERAGES</p> <p>1. COVERAGE IN EVENT OF TOTAL LOSS OF DESCRIBED VEHICLE</p> <p>1.1 <u>Option 1</u>: Replacement of described vehicle</p> <p style="text-align: center;"><u>Option 1A</u> <i>New vehicle or demonstrator vehicle</i></p> <p>If no replacement vehicle is available through the named dealer, the insurer may select an equivalent vehicle from the named dealer, in which case the value of that vehicle must be used in the calculation above.</p>	<p style="text-align: center;">5</p>
<p><i>New clause reflecting the intention</i></p>	<p>DESCRIPTION OF COVERAGES</p> <p>1. COVERAGE IN EVENT OF TOTAL LOSS OF DESCRIBED VEHICLE</p> <p>1.2 <u>Option 2</u>: Payment of indemnity to replace described vehicle</p> <p style="text-align: center;"><u>Option 2A</u> <i>New vehicle or demonstrator vehicle</i></p> <p>If no replacement vehicle is available, the insurer may select an equivalent vehicle, in which case the value of that vehicle must be used in the calculation above.</p>	<p style="text-align: center;">6</p>

<p style="text-align: center;">Q.P.F. No 5 (02-2012)</p>	<p style="text-align: center;">Q.P.F. No 5 (03-2014)</p>	<p style="text-align: center;">Page</p>
<p>The Insurer may, at the request of the Insured, replace the insured automobile with a higher value automobile, in consideration of payment by the Insured of any additional amount.</p>	<p>DESCRIPTION OF COVERAGES</p> <p>1. COVERAGE IN EVENT OF TOTAL LOSS OF DESCRIBED VEHICLE</p> <p>1.1 <u>Option 1</u>: Replacement of described vehicle</p> <p style="text-align: center;"><u>Option 1A</u> <i>New vehicle or demonstrator vehicle</i></p> <p>At the request of the named insured, the insurer may also replace the described vehicle with:</p> <ul style="list-style-type: none"> ▪ a vehicle of higher value, in which case the named insured must pay any amount over and above the value of a replacement vehicle. 	<p style="text-align: center;">5</p>

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<p><i>New clause reflecting the intention</i></p>	<p>DESCRIPTION OF COVERAGES</p> <p>1. COVERAGE IN EVENT OF TOTAL LOSS OF DESCRIBED VEHICLE</p> <p>1.2 <u>Option 2</u>: Payment of indemnity to replace described vehicle</p> <p style="text-align: center;"><u>Option 2A</u> <i>New vehicle or demonstrator vehicle</i></p> <p>The named insured may also replace the described vehicle with:</p> <ul style="list-style-type: none"> ▪ a vehicle of higher value, in which case the named insured must pay any amount over and above the value of a replacement vehicle. 	6
<p>If the Insured chooses to replace the insured automobile with a lower value automobile, the Insurer's obligation is limited to the difference between the value of this automobile and the amount of the indemnity paid by the Primary insurer.</p>	<p>DESCRIPTION OF COVERAGES</p> <p>1. COVERAGE IN EVENT OF TOTAL LOSS OF DESCRIBED VEHICLE</p> <p>1.1 <u>Option 1</u>: Replacement of described vehicle</p> <p style="text-align: center;"><u>Option 1A</u> <i>New vehicle or demonstrator vehicle</i></p> <p>At the request of the named insured, the insurer may also replace the described vehicle with:</p>	5

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	<ul style="list-style-type: none"> ▪ a vehicle of lower value, in which case the value of that vehicle must be used in the calculation above. The insurer will not pay the difference between the value of a replacement vehicle and that of the lower value vehicle; <p>1.2 Option 2: Payment of indemnity to replace described vehicle</p> <p style="text-align: center;"><u>Option 2A</u> <i>New vehicle or demonstrator vehicle</i></p> <p>The named insured may also replace the described vehicle with:</p> <ul style="list-style-type: none"> ▪ a vehicle of lower value, in which case the value of that vehicle must be used in the calculation above. The insurer will not pay the difference between the value of a replacement vehicle and that of the lower value vehicle; 	6
<p>USED AUTOMOBILE I</p> <p>In the event of total loss of the insured automobile, the Insurer agrees to:</p> <p>Option 1: replace the insured automobile through the named dealer;</p>	<p>DESCRIPTION OF COVERAGES</p> <p>1. COVERAGE IN EVENT OF TOTAL LOSS OF DESCRIBED VEHICLE</p> <p>1.1 Option 1: Replacement of described vehicle</p>	5

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<p>OR</p> <p>Option 2: pay an indemnity to replace the insured automobile.</p>	<p>DESCRIPTION OF COVERAGES</p> <p>1. COVERAGE IN EVENT OF TOTAL LOSS OF DESCRIBED VEHICLE</p> <p>1.2 Option 2: Payment of indemnity to replace described vehicle</p>	6
<p>The Insurer agrees, based on the selected option, to replace the insured automobile by assuming or paying an indemnity corresponding to the sum of the following amounts, as applicable:</p> <p>a) the difference between the value of the insured automobile and the amount of the indemnity paid (excluding the applicable deductible) by the Primary insurer, with any amount in excess thereof to be borne by the Insured;</p>	<p>DESCRIPTION OF COVERAGES</p> <p>1. COVERAGE IN EVENT OF TOTAL LOSS OF DESCRIBED VEHICLE</p> <p>1.1 Option 1: Replacement of described vehicle</p> <p style="text-align: center;"><u>Option 1B</u> <i>Used vehicle</i></p> <p>In the event of total loss, where the described vehicle is a used vehicle, the insurer agrees to replace the vehicle through the named dealer.</p> <p>The insurer will then bear the difference between:</p> <ul style="list-style-type: none"> ▪ the marked-up value of the described vehicle; and ▪ the indemnity paid by the primary insurer, plus the deductible assumed by the named insured. <p>Any amount not borne by the insurer will be borne by the named insured.</p>	<p>5</p> <p>6</p>

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	<p>1.2 <u>Option 2: Payment of indemnity to replace described vehicle</u></p> <p style="text-align: center;"><u>Option 2B</u> <i>Used vehicle</i></p> <p>In the event of total loss, where the described vehicle is a used vehicle, the insurer agrees to pay an indemnity only when the named insured replaces the vehicle with another vehicle. Replacement does not need to be made through the named dealer.</p> <p>The insurer agrees to pay an indemnity equal to the difference between:</p> <ul style="list-style-type: none"> ▪ the marked-up value of the described vehicle; and ▪ the indemnity paid by the primary insurer, plus the deductible assumed by the named insured. <p>Any amount not borne by the insurer will be borne by the named insured.</p>	7
<p>b) the deductible assumed by the Insured under the primary insurance contract, to a maximum of \$ _____, with any amount in excess thereof to be borne by the Insured;</p>	<p>DESCRIPTION OF COVERAGES</p> <p>3. OTHER COVERAGES IN EVENT OF TOTAL OR PARTIAL LOSS</p> <p>In the event of total loss or partial loss of a new, demonstrator or used vehicle, the following coverages will apply even if the insurer had nothing to bear or pay under Options 1 and 2, but provided that the primary insurer has paid an indemnity.</p>	7

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	<p>3.1 Bearing of deductible</p> <p>The insurer bears the deductible assumed by the named insured under the primary insurance contract, up to a maximum of \$_____.</p> <p>The named insured will assume any amount of deductible exceeding the above maximum.</p>	
<p>c) the cost of leasing an automobile similar to the insured automobile, for any loss where the Insured is deprived of his automobile, to a maximum of \$_____ per day (including all taxes) and in total \$_____ (including all taxes). These costs will be refunded as of the first day of the rental and:</p> <ul style="list-style-type: none"> • if an insufficient amount of these costs is assumed by the Primary insurer, or • when the Primary insurer does not assume these costs. 	<p>DESCRIPTION OF COVERAGES</p> <p>3. OTHER COVERAGES IN EVENT OF TOTAL OR PARTIAL LOSS</p> <p>In the event of total loss or partial loss of a new, demonstrator or used vehicle, the following coverages will apply even if the insurer had nothing to bear or pay under Options 1 and 2, but provided that the primary insurer has paid an indemnity.</p> <p>3.2 Reimbursement of vehicle leasing expenses</p> <p>The insurer bears any leasing expenses for a vehicle similar to the described vehicle when the named insured is deprived of his or her vehicle as a result of a covered loss.</p> <p>These expenses will be reimbursed if the primary insurer:</p> <ul style="list-style-type: none"> ▪ does not bear the expenses; or ▪ only bears part of the expenses, in which case only expenses not borne by the primary insurer will be reimbursed. 	<p>7</p> <p>8</p>

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	Expenses incurred from the first day of leasing will be reimbursed up to a maximum amount of \$_____ per day (including taxes) and \$_____ in total (including taxes).	
<p>Under this provision, the marked-up value of the insured automobile is determined based on the following, as the case may be:</p> <ol style="list-style-type: none"> 1. the purchase price of the insured automobile increased by _____% compounded annually, calculated on a pro rata basis to the number of days elapsed between the effective date of this contract and the date of the loss, provided that the insured automobile was purchased or leased from a dealer of new or used automobiles in the 60 days preceding the effective date of this insurance; 2. the value of the insured automobile on the date of the loss, increased by _____% compounded annually, calculated on a pro rata basis to the number of days elapsed between the effective date of this contract and the date of the loss, where the preceding condition is not met. 	<p>DEFINITIONS</p> <p>MARKED-UP VALUE:</p> <ul style="list-style-type: none"> ▪ If the described vehicle was purchased or leased from a dealer of motor vehicles within 60 days of the effective date of the insurance contract, the marked-up value will be the purchase price of the described vehicle increased by _____% compounded annually, calculated in proportion to the number of days elapsed between the effective date of the contract and the date of the total loss. ▪ In all other instances, the marked-up value will be the value of the described vehicle on the date of total loss increased by _____% compounded annually, calculated in proportion to the number of days elapsed between the effective date of the insurance contract and the date of the total loss. 	17
PARTIAL LOSS		
<p>In the event of partial loss of the insured automobile, the Insurer agrees to indemnify, as applicable:</p> <ol style="list-style-type: none"> a) the difference between the replacement cost of the damaged parts, which cannot be repaired, with original equipment manufacturer's new parts and the amount of the indemnity paid by the Primary insurer for these parts (new and demonstration automobiles only); 	<p>DESCRIPTION OF COVERAGES</p> <p>2. COVERAGE IN EVENT OF PARTIAL LOSS OF DESCRIBED VEHICLE</p> <p>In the event of partial loss, this coverage will apply only if the described vehicle is a new vehicle or a demonstrator vehicle.</p>	7

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	<p>When damaged parts cannot be repaired and they are replaced with new original equipment manufacturer parts, the insurer agrees to bear the difference between:</p> <ul style="list-style-type: none"> ▪ the cost of replacing the damaged parts with new original equipment manufacturer parts; and ▪ the indemnity paid by the primary insurer for those parts. 	
<i>New clause reflecting the intention</i>	Any amount not borne by the insurer will be borne by the named insured .	7
In the event of the obsolescence or unavailability of original equipment manufacturer's new parts, the Insurer shall not be liable for more than the latest list price of these parts.	<p>DESCRIPTION OF COVERAGES</p> <p>2. COVERAGE IN EVENT OF PARTIAL LOSS OF DESCRIBED VEHICLE</p> <p>If any new original equipment manufacturer parts are out of stock or no longer manufactured, the liability of the insurer will be limited to the latest list price of those parts.</p>	7
b) the deductible assumed by the Insured under the primary insurance contract , to a maximum of \$ _____, with any amount in excess thereof to be borne by the Insured;	<p>DESCRIPTION OF COVERAGES</p> <p>3. OTHER COVERAGES IN EVENT OF TOTAL OR PARTIAL LOSS</p> <p>In the event of total loss or partial loss of a new, demonstrator or used vehicle, the following coverages will apply even if the insurer had nothing to bear or pay under Options 1 and 2, but provided that the primary insurer has paid an indemnity.</p>	7

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	<p><u>3.1 Bearing of deductible</u></p> <p>The insurer bears the deductible assumed by the named insured under the primary insurance contract, up to a maximum of \$_____.</p> <p>The named insured will assume any amount of deductible exceeding the above maximum.</p>	
<p>c) the cost of leasing an automobile similar to the insured automobile, for any loss where the Insured is deprived of his automobile, to a maximum of \$ _____ per day (including all taxes) and in total \$ _____ (including all taxes). These costs will be refunded as of the first day of the rental and:</p> <ul style="list-style-type: none"> • if an insufficient amount of these costs is assumed by the Primary insurer, or • when the Primary insurer does not assume these costs. 	<p>DESCRIPTION OF COVERAGES</p> <p>3. OTHER COVERAGES IN EVENT OF TOTAL OR PARTIAL LOSS</p> <p>In the event of total loss or partial loss of a new, demonstrator or used vehicle, the following coverages will apply even if the insurer had nothing to bear or pay under Options 1 and 2, but provided that the primary insurer has paid an indemnity.</p> <p><u>3.2 Reimbursement of vehicle leasing expenses</u></p> <p>The insurer bears any leasing expenses for a vehicle similar to the described vehicle when the named insured is deprived of his or her vehicle as a result of a covered loss.</p> <p>These expenses will be reimbursed if the primary insurer:</p> <ul style="list-style-type: none"> ▪ does not bear the expenses; or ▪ only bears part of the expenses, in which case only expenses not borne by the primary insurer will be reimbursed. 	<p>7</p> <p>8</p>

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	Expenses incurred from the first day of leasing will be reimbursed up to a maximum amount of \$_____ per day (including taxes) and \$_____ in total (including taxes).	
GENERAL PROVISIONS AND EXCLUSIONS		
<p>CONDITIONS</p> <p>The execution of this insurance by the Insurer is conditional on:</p> <ul style="list-style-type: none"> (i) the Insured holding, on the date of the loss, a primary insurance contract covering the insured automobile; and (ii) the payment, by the Primary insurer, of an indemnity to an insured who is the beneficiary of this coverage; and (iii) the replacement of the insured automobile by the Insured, where the selected option is the payment of an indemnity for the replacement of the insured automobile. Accordingly, a copy of the new purchase or long-term lease contract, or the contract of leasing, must be forwarded to the Insurer in order to determine the indemnity to be paid. 	<p>4. APPLICABILITY</p> <p>4.1 <u>Applicability of coverage</u></p> <p>In order for coverage under the insurance contract to apply, the following conditions must be met:</p> <ol style="list-style-type: none"> 1. On the date of the loss, the named insured holds a primary insurance contract that covers the described vehicle. 2. The primary insurer has paid an indemnity to the named insured who is entitled to benefit from coverage under the insurance contract. 3. For Options 2A and 2B, the named insured has replaced the described vehicle and submitted to the insurer a copy of the purchase contract, long-term lease or contract of leasing for the new vehicle so that the insurer is able to determine the indemnity to be paid. 	8
<i>New clause reflecting the intention</i>	4. For coverage in the event of partial loss, the named insured has replaced the damaged parts and submitted supporting evidence to the insurer so that it is able to determine the indemnity to be paid.	8

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<p>This insurance may not be transferred to another automobile. The Insurer shall therefore refund the excess of the premium actually paid over the premium earned for the time the contract has been in force, calculated on the basis of the “Cancellation Table” herein.</p>	<p>4. APPLICABILITY</p> <p>4.3 <u>Change of vehicle</u></p> <p>Coverage under the insurance contract may not be transferred to another vehicle. If the named insured changes vehicles, the insurance contract will terminate.</p> <p>In such instance, the named insured will be entitled to a refund, as specified in Article 2, “<i>Effective date, renewal and expiry of insurance contract.</i>”</p> <p>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p>2. TERMINATION OF INSURANCE CONTRACT PRIOR TO EXPIRY DATE</p> <p>In addition, coverage under the insurance contract may not be transferred to another vehicle. If the named insured changes vehicles, the insurance contract will terminate.</p>	<p>8</p> <p>14</p>
<p>EXCLUSIONS</p> <p>Excluded from this coverage are:</p> <ol style="list-style-type: none"> 1. equipment, accessories and any other option added by the Insured that are not included in the purchase or long-term lease contract, or in the contract of leasing, unless indicated in the Declarations 	<p>EXCLUSIONS</p> <p>Unless indicated otherwise in the “<i>Declarations</i>” section, the following are excluded from coverage under the insurance contract:</p> <p>[...]</p> <ul style="list-style-type: none"> ▪ equipment and accessories, as well as any other option 	<p>9</p>

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	<p>added to the described vehicle by the named insured, if they do not appear in the purchase contract, long-term lease or contract of leasing.</p>	
<p>2. any loss arising from a claim not covered under Section B of the primary insurance contract or a loss that the Primary insurer refuses to indemnify for any reason, as well as any reduction in indemnity applied by the Primary insurer for any reason.</p>	<p>EXCLUSIONS</p> <p>[...]</p> <p>The following are also excluded under the insurance contract:</p> <ul style="list-style-type: none"> ▪ any claim arising from a loss not covered under Section B of the primary insurance contract; ▪ any claim that the primary insurer refuses to indemnify for any reason whatsoever; and ▪ any reduction in indemnity applied by the primary insurer for any reason whatsoever. 	<p align="center">9</p>
<p>EXCLUDED USES</p> <p>Unless coverage is indicated in the Declarations, the Insurer shall not be liable under this contract for:</p> <ol style="list-style-type: none"> 1. Automobiles used for commercial purposes 2. Automobiles used for public service purposes, including, ambulances, buses, driving school automobiles, taxis, funeral director's automobiles, government or municipal service automobiles, including police or fire department automobiles, and any utility automobile weighing more than 4,500 kg. 	<p>EXCLUSIONS</p> <p>Unless indicated otherwise in the "<i>Declarations</i>" section, the following are excluded from coverage under the insurance contract:</p> <ul style="list-style-type: none"> ▪ vehicles used for commercial purposes; ▪ utility vehicles whose gross vehicle weight exceeds 4,500 kg (10,000 lbs.); ▪ vehicles used for public service purposes, including: <ul style="list-style-type: none"> - ambulances; - buses; - driving school vehicles; - funeral directors' vehicles; 	<p align="center">9</p>

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	<ul style="list-style-type: none"> - government or municipal service vehicles, including police or fire department; - taxicabs 	
TERRITORY This insurance applies only within Canada, the United States of America and upon a vessel or aircraft serving ports or airports of those countries.	<i>Removed</i>	n/a
CONDITIONS	GENERAL CONDITIONS	9
This contract is subject to the <i>Civil Code of Quebec</i> and the <i>Code of Civil Procedure of Quebec</i> .	GENERAL CONDITIONS 1. LAWS APPLICABLE TO INSURANCE CONTRACT The insurance contract is governed by the following laws: <ul style="list-style-type: none"> ▪ <i>Civil Code of Quebec</i>; and ▪ <i>Code of Civil Procedure</i> of Quebec. Some of the general conditions of the insurance contract are a simplified version of the requirements of the above laws. In case of any ambiguity or discrepancy, the terms of the laws will prevail.	9

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<p>1. INSPECTION OF INSURED AUTOMOBILE</p> <p>The Insurer shall be permitted at all reasonable times to inspect the insured automobile and its equipment and accessories.</p>	<p>GENERAL CONDITIONS</p> <p>2. EXAMINATION OF DESCRIBED VEHICLE</p> <p>At any reasonable time, the insurer is entitled to examine the described vehicle and its equipment and accessories.</p>	<p style="text-align: center;">9</p>
<p>2. NOTICE OF LOSS</p> <p>The Insured shall notify the Insurer of any loss that may give rise to an indemnity, as soon as he becomes aware of such loss. Any interested person may give such notice.</p> <p>Failure to fulfil the obligation set out in the preceding paragraph entails forfeiture of the Insured's right to indemnity where such failure has caused prejudice to the Insurer.</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>1. WHAT TO DO IN THE EVENT OF A LOSS</p> <p>1.1 Report the loss</p> <p>As soon as the named insured becomes aware of a loss that may be covered under the insurance contract, he or she must inform the insurer.</p> <p>Any interested person may also give such notice to the insurer.</p> <p>Failure to fulfill the obligation to report the loss will result in the loss of his or her right to indemnity for the named insured if such failure causes prejudice to the insurer.</p>	<p style="text-align: center;">10</p>
<p>3. INFORMATION</p> <p>At the request of the Insurer, the Insured shall inform the Insurer as soon as possible of all circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance. He shall also furnish the Insurer with vouchers and swear or warrant to the truth of the</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>1. WHAT TO DO IN THE EVENT OF A LOSS</p> <p>1.2 Report any additional information</p> <p>When so requested by the insurer, the named insured will be required to inform the insurer as soon as possible of all the</p>	<p style="text-align: center;">10</p>

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<p>information.</p> <p>Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf.</p>	<p>circumstances surrounding the loss, including:</p> <ul style="list-style-type: none"> ▪ the probable cause of the loss; ▪ the nature and extent of the damage; ▪ the location of the described vehicle or any other property; ▪ the rights of any person other than the named insured; ▪ any other insurance contracts that may apply. <p>The named insured must also provide the insurer with supporting documents for such information. In addition, the insurer may require proof of the indemnity paid by the primary insurer. The named insured must declare under oath that all of the information provided is true.</p> <p>If, for any serious reason, the named insured is unable to fulfil these obligations as soon as possible, the named insured will be entitled to a reasonable time in which to do so.</p> <p>If the named insured fails to fulfil these obligations, any interested person may do so on the named insured's behalf.</p>	
<p>4. DECEITFUL REPRESENTATION</p> <p>Any deceitful representation relating to a loss entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates.</p> <p>However, if the occurrence of the event insured against entails the loss of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>1. WHAT TO DO IN THE EVENT OF A LOSS</p> <p>1.3 <u>Consequences of deceitful representations</u></p> <p>If a person makes a deceitful representation relating to a loss, he or she will lose any right to indemnity. The person will lose that right solely with respect to the damage caused by the occurrence of the peril to which the deceitful representation relates.</p>	<p style="text-align: center;">10</p>

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	However, if the occurrence of the peril caused damage both to property for occupational use and to personal property, the person will lose his or her right to indemnity solely with respect to the damage caused to the class of property to which the deceitful representation relates.	
<p>5. MANNER OF PAYMENT</p> <p>In the case of a leased automobile or an automobile leased under a contract of leasing, when the owner and a lessee are named as Insureds in this contract, only the lessee is entitled to benefit under this insurance.</p>	<p><u>4.2 Specific rules for vehicles leased or under a contract of leasing</u></p> <p>When the owner and a lessee are named in Item 1, "<i>Declarations</i>" of the insurance contract, only the lessee is entitled to benefit from coverage under the insurance contract.</p>	8
<p>6. ARBITRATION</p> <p>Arbitration may take place in the event of a disagreement as to the nature, extent or amount of the loss or damage, or the adequacy of the repairs or replacement, and independently of all other questions respecting the validity of the contract.</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN INSURED AND INSURER</p> <p><u>4.1 Request for arbitration</u></p> <p>The named insured or the insurer may request arbitration in the event of disagreement on the following:</p> <ul style="list-style-type: none"> ▪ the nature, extent or value of the damage caused to the described vehicle; or, ▪ the adequacy of the repairs or replacement of the described vehicle or damaged parts. <p>Arbitration may be requested even if the validity of the insurance contract is being challenged.</p>	11

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<p>The party seeking arbitration must notify the other party of his intention in writing, specifying the matter in dispute. The Insured's request for arbitration must be granted. The Insurer's request for arbitration may be granted subject to the Insured's consent.</p> <p>If the Insured requests arbitration, the Insurer must send the Insured an acknowledgement of receipt no later than 15 clear days after receipt of this notice. If the Insurer so requests, the Insured must confirm acceptance or refusal within the same amount of time.</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN INSURED AND INSURER</p> <p>4.1 Request for arbitration</p> <p>4.1.1 Request made by insured</p> <p>The named insured must send a written notice to the insurer indicating the reason of the disagreement.</p> <p>The insurer must accept a request for arbitration made by the named insured and send the named insured an acknowledgement of receipt within 15 clear days after receipt of the notice.</p> <p>4.1.2 Request made by insurer</p> <p>The insurer must send a written notice to the named insured indicating the reason of the disagreement.</p> <p>The named insured must send the insurer confirmation of his or her acceptance or refusal to submit the disagreement to arbitration within 15 clear days after receipt of the notice.</p>	12
<p>Each party shall name an expert and the two experts shall work jointly to estimate the damage (establishing the actual cash value and the damage separately) or to assess the adequacy of the repairs or the replacements. Failing to agree they shall submit their differences to a disinterested arbitrator they have appointed.</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN INSURED AND INSURER</p>	12

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<p>If either party fails to appoint an expert within 30 clear days of the date of the notice or if the experts fail to agree upon an arbitrator within 15 days of their appointment, or if an expert or the arbitrator refuses to act or is unavailable, the vacancy thus created must be filled, on the request of one of the parties, by a court with jurisdiction in the place of the arbitration.</p>	<p>4.2 <u>Designation of experts and arbitrator</u></p> <p>The insurer and the named insured must each choose an expert.</p> <p>Depending on the nature of the disagreement, both experts thus chosen must determine:</p> <ul style="list-style-type: none"> ▪ the nature, extent and value of the damage caused to the described vehicle. In order to do so, they must assess separately the “actual cash value” of the described vehicle and the cost of repair or replacement of the vehicle; or ▪ the adequacy of repair or replacement of the described vehicle or any damaged parts. <p>If their assessments differ, experts must try and agree on a common value.</p> <p>Should they fail to so agree, they must submit their difference to a neutral arbitrator of their choosing, that is, an arbitrator who represents the interests of neither the insurer nor the named insured.</p> <p>The insurer or the named insured must ask a competent jurisdiction where the arbitration is held to appoint the arbitrator or experts if:</p> <ul style="list-style-type: none"> ▪ the insurer or the named insured failed to choose an expert within 30 clear days of the date of notice; ▪ the experts fail to choose an arbitrator within 15 clear days of their appointment; or, ▪ one of the experts or the arbitrator refuses to act or is unavailable. 	

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<p>Notwithstanding the arbitration procedure and if the validity or application of the contract is not being contested, the Insurer shall pay the uncontested portion of the damage amount. This payment must be made no later than 60 days after receipt of the notice of loss or receipt of the information and supporting documents required by the Insurer.</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN INSURED AND INSURER</p> <p>4.3 <u>Value of damage payable by insurer</u></p> <p>Even if there is arbitration, the insurer will be required to pay the unchallenged portion of the value of damage. Payment must be made no later than:</p> <ul style="list-style-type: none"> ▪ within 60 days after the loss was reported; or ▪ within 60 days after receipt by the insurer of the information or supporting documents that it requested. <p>However, if the validity or application of this insurance contract is being challenged, the insurer will not be required to pay such amount within the above time periods.</p>	12
<p>Subject to this clause, the arbitration shall follow the procedure in sections 940 to 951.2 of the <i>Code of Civil Procedure of Quebec</i>, taking into account any required modifications. In accordance with section 944.1 of this Code, the arbitration may proceed according to a procedure determined by the arbitrator, insofar as this procedure does not contravene the above sections. The arbitration proceedings shall be held at a place in accordance with the domicile of the Insured.</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN INSURED AND INSURER</p> <p>4.4 <u>Conduct of arbitration</u></p> <p>The arbitration must follow the procedure outlined in Articles 940 to 951.2, <i>Code of Civil Procedure</i> of Quebec, with the necessary modifications due to specific rules set out in the insurance contract.</p>	13

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	<p>As stated in Article 944.1, <i>Code of Civil Procedure</i> of Quebec, the arbitrator may decide which procedure to apply for arbitration. Nonetheless, the arbitrator must ensure that the rules set out in Articles 940 to 951.2, <i>Code of Civil Procedure</i> of Quebec are followed.</p> <p>4.6 Place of arbitration proceedings</p> <p>Arbitration proceedings take place in a location to be determined according to the domicile of the named insured.</p>	
<p>The arbitrator shall settle the dispute in accordance with the applicable laws in the province of Quebec. The arbitrator and the parties may use the language of their choice during the arbitration proceedings. Measures must be taken to ensure that all the participants understand the language used.</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN INSURED AND INSURER</p> <p>4.5 Choice of language</p> <p>The arbitrator, the insurer and the named insured may use the language of their choice during the arbitration proceedings. Arrangements must be made to ensure that the proceedings are understood by everyone.</p>	13

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<p>The arbitration award shall be made in writing by the arbitrator. It must indicate the date and place where it has been made. It must state the reasons on which it is based and be signed by the arbitrator, then sent to the parties within 30 days of the date on which it has been made.</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN INSURED AND INSURER</p> <p>4.7 <u>Arbitrator’s decision</u></p> <p>The arbitrator renders a decision based on the applicable laws of Quebec.</p> <p>The arbitrator’s decision must be written and reasoned. It must also be signed and indicate the date and place where it was made.</p> <p>The decision must be sent to the insurer and the named insured within 30 days after the date on which it was made.</p>	13
<p>Each party shall pay the expenses and fees of its expert and half the fees and expenses of the arbitration proceedings. The arbitrator is authorized to award the fees and expenses of the arbitration if he deems that the sharing method established by this clause is not justified or fair for each of the parties in the circumstances.</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN INSURED AND INSURER</p> <p>4.8 <u>Expenses and fees of arbitration</u></p> <p>The insurer and the named insured each pay the expenses and fees of their own expert and half the expenses and fees of the arbitration proceedings.</p> <p>However, if the arbitrator considers that the method for sharing the expenses and fees of the arbitration proceedings is not justified or fair in the circumstances, the arbitrator may decide otherwise.</p>	13

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<p>7. SUBROGATION</p> <p>The Insurer shall be subrogated to the rights of the Insured, up to the amount of the sums paid by the Insurer, against persons responsible for the loss, except when such persons:</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>3. RIGHT OF INSURER AFTER BEARING AMOUNT (<i>RIGHT OF SUBROGATION</i>)</p> <p>3.1 <u>General rule</u></p> <p>After having borne any amount, the insurer will be subrogated to the rights of the named insured against the person responsible for the damage caused to the described vehicle. This means that the rights of the named insured are transferred to the insurer.</p> <p>Subrogation operates up to the amount borne by the insurer.</p>	11
<p>a) are members of the Insured's household; or</p> <p>b) are persons who, with the Insured's consent, have care, custody or control of the insured automobile, provided always that this waiver shall not apply to any person having such care, custody or control in the course of the business of selling, equipping, repairing, maintaining, servicing, storing, parking or moving automobiles, or who have committed a breach of any condition under this contract or under the primary policy contract.</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>3. RIGHT OF INSURER AFTER BEARING AMOUNT (<i>RIGHT OF SUBROGATION</i>)</p> <p>3.2 <u>Exceptions</u></p> <p>In the following two instances, the insurer cannot ask the person responsible for the damage to reimburse it for the amount it has borne:</p> <p>(a) When that person is a member of the named insured's household.</p> <p>(b) When that person had care, custody or control of the described vehicle, with the consent of the named insured. This latter exception will not apply if the person:</p> <ul style="list-style-type: none"> ▪ was engaged in a garage business at the time of the 	11

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	<p>loss; or</p> <ul style="list-style-type: none"> ▪ has failed to comply with the insurance contract or the primary insurance contract. 	
<p>The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>3. RIGHT OF INSURER AFTER BEARING AMOUNT (<i>RIGHT OF SUBROGATION</i>)</p> <p>3.1 <u>General rule</u></p> <p>If the insurer cannot exercise its right of subrogation due to any act of the named insured, the insurer may be fully or partly released from its obligations towards the named insured.</p>	11
<p>8. SETTLEMENT PERIOD</p> <p>Depending on the selected option, the indemnity will be paid or the replacement automobile will be made available to the Insured within 60 days of receipt of the notice of loss, the required information and vouchers, including the amount of the indemnity paid to the Insured by the Primary insurer or, where an arbitration is held, within 15 days after award is accepted by the Insured.</p>	<p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>2. TIME TO REPLACE VEHICLE OR PAY INDEMNITY</p> <p>Depending on the option selected, the insurer must pay the indemnity or make available to the named insured the vehicle in replacement of the described vehicle:</p> <ul style="list-style-type: none"> ▪ within 60 days after the date on which the named insured reported the loss; or ▪ within 60 days after receipt by the insurer of the information or supporting documents that it requested. 	11

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	<p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN INSURED AND INSURER</p> <p>4.3 <u>Value of damage payable by insurer</u></p> <p>Following arbitration, the insurer will be required to pay the amount determined by the arbitrator within 15 days after the date on which the named insured accepted the arbitrator's decision.</p>	12
<p>9. RENEWAL</p> <p>This contract may not be renewed on expiry.</p>	<p>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p>3. RENEWAL OF INSURANCE CONTRACT</p> <p>Upon its date of expiry, the insurance contract will terminate and may not be renewed.</p>	14
<p><i>New clause</i></p>	<p>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p>1. EFFECTIVE DATE AND EXPIRY OF INSURANCE CONTRACT</p> <p>The insurance contract takes effect and expires at the time and dates indicated in Item 2, "<i>Declarations</i>" or, where applicable, in the endorsement.</p>	14

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<p>10. TERMINATION OF CONTRACT</p> <p>This contract shall terminate:</p> <p>a) in the event of the total loss of the insured automobile and the execution of its obligations by the Insurer,</p> <p>b) in the event of a change in the use of the insured automobile by an intended use of the “Excluded uses”, and not authorized by the insurer.</p>	<p>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p>2. TERMINATION OF INSURANCE CONTRACT PRIOR TO EXPIRY DATE</p> <p>The insurance contract will terminate prior to its expiry date if:</p> <ul style="list-style-type: none"> ▪ the described vehicle is a total loss and the insurer has fulfilled its obligations; or ▪ the use of the described vehicle is changed to a use indicated under “<i>Exclusions</i>” and the change was not authorized by the insurer. 	<p style="text-align: center;">14</p>
<p>The Insured is then entitled to a refund of the excess of the premium actually paid over the premium earned for the time the contract has been in force, computed on the basis of the “Cancellation Table” herein.</p>	<p>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p>2. TERMINATION OF INSURANCE CONTRACT PRIOR TO EXPIRY DATE</p> <p>In all instances, the insurer must refund to the named insured any overpayment of insurance premiums, as calculated according to the “<i>Cancellation table</i>.” The “<i>Cancellation table</i>” is part of the insurance contract.</p>	<p style="text-align: center;">14</p>
<p>11. CANCELLATION</p> <p>This contract may be cancelled at any time:</p> <p>a) by each of the Named Insureds giving mere written notice to the Insurer. Cancellation takes effect upon receipt of the notice by the Insurer. The Insured shall</p>	<p>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p>4. CANCELLATION OF INSURANCE CONTRACT (<i>ENDING OF INSURANCE CONTRACT</i>)</p>	<p style="text-align: center;">14</p>

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<p>then be entitled to a refund of the excess of the premium actually paid over the premium earned for the time the contract has been in force, calculated on the basis of the "Cancellation Table" herein;</p>	<p>4.1 <u>Cancellation by named insured</u></p> <p>4.1.1 Conditions to be met</p> <p>The named insured may cancel the insurance contract at any time by written notice to the insurer.</p> <p>The named insureds may mandate one or more of them to send a written notice on behalf of them all.</p> <p>Cancellation takes effect upon receipt by the insurer of the notice from each of the named insureds or their representative.</p> <p>4.1.2 Refund of insurance premium</p> <p>If the insurance contract is cancelled by the named insured, the insurer must refund any overpayment of insurance premiums, as calculated according to the "<i>Cancellation table</i>." The "<i>Cancellation table</i>" is part of the insurance contract.</p>	
<p>b) by the Insurer on written notice to each of the Named Insureds, in the event of non-payment of the premium. Cancellation takes effect 15 days following receipt of such notice by the Named Insured at his last known address.</p> <p>The Insurer shall then refund the excess of the premium actually paid over the premium earned calculated on a day-to-day basis for the elapsed period.</p>	<p>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p>4. CANCELLATION OF INSURANCE CONTRACT (<i>ENDING OF INSURANCE CONTRACT</i>)</p> <p>4.2 <u>Cancellation by insurer</u></p> <p>4.2.1 Conditions to be met</p> <p>The insurer may cancel the insurance contract if the insurance premium has not been paid.</p>	<p style="text-align: center;">15</p>

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	<p>The insurer must send a written notice to each of the named insureds or their representative.</p> <p>Cancellation takes effect 15 days after receipt of the notice by each of the named insureds or by their representative, at their last known address.</p> <p>4.2.2 Refund of insurance premium</p> <p>If the insurer cancels the insurance contract, the insurer will be entitled only to the portion of the insurance premium corresponding to the number of days for which the named insured was actually covered under the insurance contract.</p> <p>If the named insured paid the insurance premium in advance, the insurer must refund the overpayment. However, if the insurance premium was paid to the insurer by the insurance broker or the distributor, the named insured may be refunded solely for what has actually been paid or refunded to the insurance broker or distributor.</p>	
<p>Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph (a) or (b) above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.</p> <p>In this condition, the words “premium actually paid” mean the premium actually paid by the Insured to the Insurer, agent or distributor of such Insurer, but do not include any premium paid to the Insurer by an agent or a distributor unless actually paid to the agent or the distributor by the Insured.</p>	<p>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p>4. CANCELLATION OF INSURANCE CONTRACT (ENDING OF INSURANCE CONTRACT)</p> <p>4.1 Cancellation by named insured</p> <p>4.1.2 Refund of insurance premium</p> <p>If the insurance contract is cancelled by the named insured, the</p>	14

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	<p>insurer must refund any overpayment of insurance premiums, as calculated according to the “<i>Cancellation table</i>.” The “<i>Cancellation table</i>” is part of the insurance contract.</p> <p>4.2 Cancellation by insurer</p> <p>4.2.2 Refund of insurance premium</p> <p>If the named insured paid the insurance premium in advance, the insurer must refund the overpayment. However, if the insurance premium was paid to the insurer by the insurance broker or the distributor, the named insured may be refunded solely for what has actually been paid or refunded to the insurance broker or distributor.</p>	15
<p>12. NOTICE</p> <p>Any notice to the Insurer may be sent by any recognized means of communication to the Insurer, its authorized representative or its distributor. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address.</p>	<p>GENERAL CONDITIONS</p> <p>3. NOTICE TO INSURER AND NAMED INSURED</p> <p>Any notice to the insurer may be sent by any recognized means of communication to the insurer, its authorized representative or its distributor.</p> <p>Any notice to the named insured may be delivered personally to the named insured or by mail addressed to the last known address of the name insured.</p>	10
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