

Correspondence Table

QUEBEC AUTOMOBILE INSURANCE POLICY FORM
Q.P.F. NO. 4 –GARAGE FORM AND ENDORSEMENTS (2018)
vs
QUEBEC AUTOMOBILE INSURANCE POLICY
Q.P.F. NO. 4 – GARAGE FORM AND ENDORSEMENTS (2010)

The Groupement des assureurs automobiles presents here a correspondence table between the version in clear language (April 2018) and the version in force at the time of publication (February 2010) of the Quebec Automobile Insurance Policy Q.P.F. No. 4. 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 April 2018 version. The next column presents the equivalent clauses of the February 2010 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 February 2010 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.

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<p style="text-align: center;">QUÉBEC AUTOMOBILE INSURANCE POLICY FORM (Q.P.F.) No. 4 Garage Form</p>	<p style="text-align: center;">QUEBEC AUTOMOBILE INSURANCE POLICY Q.P.F. NO. 4 OWNER'S FORM</p>	
INTRODUCTION	<i>New section</i>	n/a
<p>The following provides 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 ambiguity or discrepancy between the introduction and the laws applicable to the insurance contract, the terms of the laws will prevail.</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 “Québec Automobile Insurance Policy Form (Q.P.F.) No. 4 – <i>Garage Form</i>,” a standard document approved by the <i>Autorité des marchés financiers</i>. 		
<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"> ▪ The endorsements listed in Item 4, “<i>Declarations</i>”. 		
<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. 		
<ul style="list-style-type: none"> ▪ Words and expressions in bold throughout this document and in the endorsements are explained in the “<i>Definitions</i>” section. 		

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Note that the endorsements may include their own definitions.		
<ul style="list-style-type: none"> ▪ The insurance contract must be read as a whole. Consequently, clauses must be interpreted as they relate to each other and considering the entire insurance contract. 		
<ul style="list-style-type: none"> ▪ Coverage described in Sections A, B and C is different and applies separately. 		
<p>2. OBLIGATION TO INFORM INSURER</p>		
Both before the contract is made and after, any and all information that may influence the risk must be reported to the insurer . This information must also be reported upon renewal of the insurance contract.		
Among other information, the following must be reported :		
<ul style="list-style-type: none"> ▪ Any location that is newly used or newly acquired for the purpose of carrying out the described business activity. 		
<ul style="list-style-type: none"> ▪ Any change to the described business activity, including any new activity. 		
<ul style="list-style-type: none"> ▪ Any change in the use of vehicles of which the named insured is the owner, including any new use. 		
<ul style="list-style-type: none"> ▪ Any new person who makes frequent or regular use of an vehicle of which the named insured is the owner. 		
<ul style="list-style-type: none"> ▪ Any loss, including any automobile accident. 		
<ul style="list-style-type: none"> ▪ Any conviction of an insured person for an offence under the <i>Highway Safety Code</i>. 		
<ul style="list-style-type: none"> ▪ Any criminal conviction of an insured person. 		

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In case of doubt over the obligation to report specific information, it is advisable to contact the insurer .		
The obligation to inform the insurer is detailed in Article 4, " <i>General conditions</i> ".		
DECLARATIONS	DECLARATIONS	2
<p>ITEM 1</p> <p><u>Name and address of the named insured:</u></p> <p><u>Address of the specified location :</u></p>	<p>ITEM 1</p> <p>Full name and business address of the Insured :</p> <p>Location of other premises where business is conducted:</p>	2
<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>	<p>ITEM 2</p> <p>Contract period</p> <p>From to</p> <p>12:01 a.m. standard time at the Insured's address stated above as to each of said dates.</p>	2
<p>ITEM 3</p> <p>Business activities carried out in the course of operating the specified location :</p> <p>.....</p> <p>Vehicles used in connection with these business activities are subject to the insurance contract.</p> <p><u>Name of creditor entitled to the indemnities under Section B, to the extent of the creditor's interest:</u></p>	<p>ITEM 3</p> <p>The automobiles in respect of which insurance is to be provided are those used in connection with the Insured's business described below and conducted at the locations specified in Item 1::</p> <p>State name of creditor to whom loss, if any, under Section B of the Insuring Agreements is payable to the extent of the creditor's interest:</p>	2

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<p>ITEM 4</p> <p>The perils covered by the insurance contract are those for which an amount of insurance, a deductible or an insurance premium is shown in the table below. Coverage is subject to the conditions set out in the insurance contract.</p>	<p>ITEM 4</p> <p>Insurance is hereby provided against one or more of the perils mentioned in this item, but only under the section(s) or subsection(s) for which a premium is specified and upon the terms and conditions of this contract and subject to the following amounts and deductibles.</p>	<p>3</p>

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COVERAGE	PERILS	AMOUNT OF INSURANCE	DEDUCTIBLE(**)	INSURANCE PREMIUM
Section A: Civil liability	Property damage or bodily injury to another person	\$ _____ per loss, for all specified locations in the insurance contract	\$ _____	\$ _____
Section B: Damage to vehicles of which the named insured is the owner	<u>Protection 1</u> (*): "All perils"	\$ _____	\$ _____	\$ _____
	<u>Protection 2</u> : Perils of collision and upset	N/A	\$ _____	\$ _____
	<u>Protection 3</u> (*): All perils other than collision or upset	\$ _____	\$ _____	\$ _____
	<u>Protection 4</u> (*): Specific perils	\$ _____	\$ _____	\$ _____
(*) Except with respect to collision or upset, the insurance premium takes into account: <input type="checkbox"/> the basis of the named insured's monthly report forms. <input type="checkbox"/> a _____% co-insurance basis. <input type="checkbox"/> the following basis: _____. (**) The deductible will be determined based on the following terms: per vehicle, per loss or on another basis agreed to with the insurer . The applicable term must be indicated in this table.				
Section C: Civil liability arising from damage to customers' vehicles	<u>Protection 1</u> (*): "All perils"	\$ _____	\$ _____	\$ _____
	<u>Protection 2</u> : Perils of collision and upset	\$ _____	\$ _____	\$ _____
	<u>Protection 3</u> (*): All perils other than collision or upset	\$ _____	\$ _____	\$ _____
	<u>Protection 4</u> (*): Specific perils	\$ _____	\$ _____	\$ _____
(*) Except with respect to collision or upset, the insurance premium takes into account a _____% of co-insurance. (**)The deductible will be determined based on the following terms: per vehicle, per loss or on another basis agreed to with the insurer . The applicable term must be indicated in this table.				
Endorsements:				\$ _____
Due date for payment of insurance premium:	<input type="checkbox"/> Total advance insurance premium: <input type="checkbox"/> Total insurance premium:			\$ _____

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<p>ITEM 5</p> <p>Where the insurance premium is an advance premium, the basis of rating and calculation of the insurance premium must be as stated in endorsement Q.E.F. No. 4-79a – <i>Calculation of advance insurance premium</i>. This endorsement must be attached to the insurance contract.</p>	<p>ITEM 5</p> <p>Where the premium is an advance premium only, the basis of rating and calculation of the premium shall be as stated in endorsement Q.E.F. No. 4-79a, Premium Computation Statement, attached hereto.</p>	3
<p>ITEM 6</p> <p><u>Important statements for analyzing the risk:</u></p>	<p>ITEM 6</p> <p>IMPORTANT STATEMENTS FOR UNDERWRITING THE RISK</p>	3
<p>ITEM 7</p> <p><u>Information for the named insured:</u></p> <p><u>Name of insurance agent or broker:</u></p> <p><u>Address of insurance agent or broker:</u></p>	<p>ITEM 7</p> <p>NOTICE</p> <p>Agent or broker :</p> <p>At :</p>	3
<p><i>Retiré</i></p>	<p>INSURING AGREEMENTS</p> <p>Now, therefore, subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated and subject always to the condition that the Insurer shall be liable under the section(s) or subsection(s) of the following Insuring Agreements A, B and C for which a premium is specified in Item 4 of the Declarations and no other:</p>	4
<p>SECTION A</p> <p>COVERAGE FOR CIVIL LIABILITY ARISING FROM PROPERTY DAMAGE AND BODILY INJURY CAUSED TO ANOTHER PERSON</p> <p>(MANDATORY INSURANCE)</p>	<p>SECTION A - CIVIL LIABILITY</p>	4
<p>1. PRINCIPAL COVERAGE</p>	<p>SECTION A – <i>Introductive paragraph</i></p>	4

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<p>Section A covers the following risk: the financial consequences that an insured person may incur if held civilly liable for damage caused to another person by an insured vehicle.</p>	<p>The Insurer agrees to indemnify the Insured, the Insured's succession or legal representatives,</p> <p>(1) Owned Automobiles:</p>	
<p>The insured person's civil liability must arise from the fact that he or she is the owner of the vehicle or was driving or using it.</p> <p>The named insured's civil liability may also arise from the operation or use, by a person other than the name insured, of an insured vehicle.</p>	<p><i>and in the same manner and to the same extent as if named herein as the Insured, every other person who personally drives any owned automobile, or personally operates any part thereof, against the pecuniary consequences of civil liability the Insured or any such other person may incur for loss or damage arising from the ownership, use or operation of any such owned automobile and resulting from bodily injury to or death of others or damage to their property, provided coverage does not apply to any person having stolen or assisted in stealing such automobile; and</i></p> <p>(2) Non-Owned Automobiles:</p> <p><i>against the pecuniary consequences of civil liability the Insured may incur for loss or damage arising from the use or operation for pleasure or in connection with the business of the Insured stated in the Declarations of any automobile not owned by the Insured and resulting from bodily injury to or death of others or damage to their property.</i></p>	4
<p>2. INSURED VEHICLES</p> <p>Unless the context indicates otherwise, the expression "insured vehicle" under Section A refers to the following:</p> <p>A. Any owned vehicle (vehicle of which the named insured is the owner).</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>3. DEFINITIONS</p> <p>In this policy, unless otherwise indicated by the context:</p> <p>the words the automobile mean any automobile, trailer or semi-trailer, including their equipment insured by this contract;</p> <p><i>the term owned automobile means any automobile, trailer or semi-trailer, including their equipment, that has been acquired by the Named Insured as owner or as lessee for at least one year or as lessee under a contract of leasing and which is used for pleasure or in connection with the business stated in the Declarations and any automobile which has been sold or leased for at least one year or is</i></p>	10

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	held for leasing under a contract of leasing but has not been delivered;	
<p>B. Any non-owned vehicle (vehicle of which the named insured is not the owner), including any customer's vehicle.</p>	<p>SECTION A – Introductory paragraph</p> <p>2) Non-Owned Automobiles:</p> <p>against the pecuniary consequences of civil liability the Insured may incur for loss or damage arising from the use or operation for pleasure or in connection with the business of the Insured stated in the Declarations of any automobile not owned by the Insured and resulting from bodily injury to or death of others or damage to their property..</p>	4
<p>3. INSURED PERSONS</p> <p>3.1 When named insured is the owner of insured vehicle</p> <p>The insured persons are as follows:</p> <p>A. The named insured.</p>	<p>SECTION A - Introductory paragraph</p> <p>The Insurer agrees to indemnify the Insured, the Insured's succession or legal representatives,</p> <p>1) Owned Automobiles:</p> <p>and in the same manner and to the same extent as if named herein as the Insured, every other person who personally drives any owned automobile, or personally operates any part thereof, against the pecuniary consequences of civil liability the Insured or any such other person may incur for loss or damage arising from the ownership, use or operation of any such owned automobile and resulting from bodily injury to or death of others or damage to their property, provided coverage does not apply to any person having stolen or assisted in stealing such automobile; and</p> <p>2) Non-Owned Automobiles:</p> <p>against the pecuniary consequences of civil liability the Insured may incur for loss or damage arising from the use or operation for pleasure or in connection with the business of the Insured stated in the Declarations of any automobile not owned by the Insured and resulting from bodily</p>	4
<p>B. Any person who drives the insured vehicle; and</p>		
<p>C. Any person who uses the insured vehicle. Any person who operates part of a vehicle is deemed to be using that vehicle.</p>		

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	injury to or death of others or damage to their property.	
The legal representatives and succession of these insured persons are also insured.	<p>SECTION A - Introductory paragraph</p> <p>The Insurer agrees to indemnify the Insured, the Insured's succession or legal representatives,</p> <p>1) Owned Automobiles:</p> <p>and in the same manner and to the same extent as if named herein as the Insured, every other person who personally drives any owned automobile, or personally operates any part thereof, against the pecuniary consequences of civil liability the Insured or any such other person may incur for loss or damage arising from the ownership, use or operation of any such owned automobile and resulting from bodily injury to or death of others or damage to their property, provided coverage does not apply to any person having stolen or assisted in stealing such automobile; and</p>	4
A person who steals or assists in stealing an insured vehicle is not insured.		
<p>3.2 When named insured is not owner of insured vehicle</p> <p>3.2.1 In connection with described business activity</p> <p>The insured persons are as follows:</p> <p>A. The named insured.</p>	<p>SECTION A - Introductory paragraph</p> <p>The Insurer agrees to indemnify the Insured, the Insured's succession or legal representatives,</p> <p>2) Non-Owned Automobiles:</p> <p>against the pecuniary consequences of civil liability the Insured may incur for loss or damage arising from the use or operation for pleasure or in connection with the business of the Insured stated in the Declarations of any automobile not owned by the Insured and resulting from bodily injury to or death of others or damage to their property..</p>	4
B. Any person other than the named insured who drives or uses the insured vehicle, where the person is not the owner or the registration holder.	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>10. ADDITIONAL INSURED – NON-OWNED AUTOMOBILES</p>	13

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<p>Where the person is the owner or the registration holder, the person is insured only if the vehicle is used in connection with a garage business.</p>	<p>The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured:</p> <p>(a) with respect to Sections A and C of this policy, every other person who personally drives or uses, in connection with the business described in the Declarations, any automobile other than:</p> <p>– an automobile owned or leased for at least one year or under a contract of leasing by, or registered in the name of such additional insured person, provided it is not in connection with a garage business;</p>	
<p>Any person who operates a part of a vehicle is deemed to be using that vehicle</p>	<p>SECTION A - Introductory paragraph</p> <p>and in the same manner and to the same extent as if named herein as the Insured, every other person who personally drives any owned automobile, or personally operates any part thereof, against the pecuniary consequences of civil liability the Insured or any such other person may incur for loss or damage arising from the ownership, use or operation of any such owned automobile and resulting from bodily injury to or death of others or damage to their property, provided coverage does not apply to any person having stolen or assisted in stealing such automobile; and</p>	4
<p>The legal representatives and succession of these insured persons are also insured.</p>	<p>SECTION A - Introductory paragraph</p> <p>The Insurer agrees to indemnify the Insured, the Insured's succession or legal representatives,</p>	4
<p>3.2.2. In connection with personal use or travel</p> <p>The insured persons are as follows :</p> <p>A. The named insured.</p>	<p>SECTION A - Introductory paragraph</p> <p>The Insurer agrees to indemnify the Insured, the Insured's succession or legal representatives,</p> <p>2) Non-Owned Automobiles:</p> <p>against the pecuniary consequences of civil liability the Insured may incur for loss or damage arising from the use or operation for pleasure or in connection with the business of the Insured stated in the Declarations of any automobile not</p>	4

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	owned by the Insured and resulting from bodily injury to or death of others or damage to their property..	
<p>B. Any person other than the named insured who drives or uses the insured vehicle, where the person is not the actual owner or the registration holder.</p> <ul style="list-style-type: none"> ▪ The spouse of the named insured; ▪ An employee, shareholder, member or partner of the named insured having at his or her disposal on a regular basis a passenger vehicle provided by the named insured; ▪ The spouse of such employee, shareholder, member or partner. 	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>10. ADDITIONAL INSUREDS – NON-OWNED AUTOMOBILES</p> <p>The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured:</p> <p>(b) with respect to Section A of this policy, every employee, shareholder, member or partner of the Insured having at his or her disposal on a regular basis an automobile furnished by the Named Insured and the spouse of such person and the spouse of the Named Insured, who with the consent of the owner thereof personally drives or uses for pleasure purposes any automobile of the private passenger type, other than:</p>	13
<p>The following persons are not insured where the owner, registration holder or regular or frequent user of the insured vehicle is:</p> <ul style="list-style-type: none"> ▪ A person whose domicile is the same as that of the named insured or his or her spouse; ▪ A person whose domicile is the same as that of the employee, shareholder, member or partner of the named insured; ▪ A person whose domicile is the same as that of the spouse of the employee, shareholder, member or partner. 	<p>10. ADDITIONAL INSUREDS – NON-OWNED AUTOMOBILES</p> <p>b) [...]</p> <ul style="list-style-type: none"> - an automobile owned or leased for at least one year or under a contract of leasing by, or registered in the name of, or regularly or frequently used by any person whose domicile is the same as the Named Insured's or such additional Insured person's; 	13
<p>Any person who operates a part of a vehicle is deemed to be using that vehicle.</p>	<p>SECTION A - Introductive paragraph</p> <p>1) Owned Automobiles:</p> <p>and in the same manner and to the same extent as if named herein as the Insured, every other person who personally drives any owned automobile, or personally operates any part thereof, against the pecuniary consequences of civil liability the Insured or any such other person may incur for loss or</p>	4

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	<p>damage arising from the ownership, use or operation of any such owned automobile and resulting from bodily injury to or death of others or damage to their property, provided coverage does not apply to any person having stolen or assisted in stealing such automobile; and</p>	
<p>The legal representatives and succession of these insured persons are also insured.</p>	<p>SECTION A - Introductory paragraph The Insurer agrees to indemnify the Insured, the Insured's succession or legal representatives,</p>	<p>4</p>
<p>4. CLARIFICATION CONCERNING DAMAGE UNDER PRINCIPAL COVERAGE</p> <p>4.1 Damage to trailers or semi-trailers of which insured persons are not the owners</p> <p>When damage is caused to a trailer or semi-trailer of which an insured person is not the owner and the trailer or semi-trailer:</p> <ul style="list-style-type: none"> ▪ is attached to a passenger vehicle insured under this Section A; or ▪ is not attached to any vehicle at the time of loss, but is generally attached to a passenger vehicle that is insured under this Section A; <p>the financial consequences suffered by the insured person will be covered if the trailer or semi-trailer is not designed or used for carrying passengers, for demonstration, sales, office or dwelling purposes, or in connection with a described business activity.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>6. TWO OR MORE AUTOMOBILES</p> <p>(c) Section A shall apply to the Insured's liability for damage caused to a Non-owned Trailer, other than a trailer designed or used to carry passengers or for demonstration, sale, office or dwelling purposes, or in connection with the business stated in the Declarations, while:</p> <ul style="list-style-type: none"> (i) attached to an automobile of the private passenger type insured under said section; (ii) not attached to any other vehicle, provided such trailer is generally attached to an automobile of the private passenger type insured under said section. 	<p>11</p>
<p>4.2 Damage under Direct Compensation Agreement</p> <p>When property damage is caused to a vehicle of which the insured is the owner, such damage may be covered under Section A as provided for by the <i>Direct Compensation Agreement</i> made in accordance with the <i>Automobile Insurance Act</i>.</p>	<p>SECTION A</p> <p>Exclusions</p> <p>(3) for loss or damage sustained by any person insured by this section, except as provided under a Direct Compensation Agreement established in accordance with the Automobile Insurance Act;</p>	<p>4</p>

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<p>4.3 Damage caused to another named insured</p> <p>When a named insured suffers damage caused by another named insured, the person who suffers the damage will be deemed to be another person and may therefore be indemnified by the insurer under Section A.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>7. CROSS LIABILITY</p> <p>Every Named Insured sustaining loss or damage because of another Named Insured shall, in respect of such loss or damage, be deemed to be a third party under this contract; provided that this provision shall not operate to increase the limit of the Insurer's liability.</p>	12
<p>5. ADDITIONAL COVERAGES</p> <p>The insurer also agrees to the following:</p> <p>5.1 Protection and defence of insured persons' interests</p> <p>When a loss is reported, the insurer will protect the interests and assume the defence of the insured persons.</p> <p>The insurer is free to act as it wishes with regard to investigation, transaction or settlement.</p>	<p>SECTION A</p> <p>ADDITIONAL AGREEMENTS</p> <p>Where indemnity is provided by this section, the Insurer further agrees:</p> <p>(1) immediately upon receipt of notice of loss, to serve any person insured by this section by such investigation thereof, or by such transactions with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer;</p> <p>(2) to take up the interest of any person entitled to the benefit of the insurance and assume his defense in any action which may be brought against him;</p>	5
<p>If the loss occurs in Canada or the United States, the insurer may not raise any legal defence prohibited to insurers where the loss occurred.</p>	<p>SECTION A</p> <p>ADDITIONAL AGREEMENTS</p> <p>(7) not to set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada or in the State of the United States of America in which the accident occurred.</p>	5
<p>5.2 Bearing certain costs related to legal action</p> <p>When an insured person is sued, the insurer will bear:</p> <ul style="list-style-type: none"> ▪ the legal and other costs arising from the lawsuit ; and ▪ any interest on the amount of insurance. 	<p>SECTION A</p> <p>ADDITIONAL AGREEMENTS</p> <p>(3) to bear, over and above the proceeds of the insurance, costs and expenses resulting from actions against the Insured, including those of the defense, and interest on the proceeds of the insurance;</p>	5

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<p>5.3 Reimbursement of medical treatment</p> <p>When another person suffers bodily injury, the insurer will reimburse expenses incurred by an insured person for immediately necessary medical treatment.</p>	<p>SECTION A</p> <p>ADDITIONAL AGREEMENTS</p> <p>(5) if the injury is to a person, to reimburse any person insured by this section for expenses incurred for such medical aid as may be immediately necessary at the time of such injury;</p>	5
<p>5.4 Bearing costs claimed by municipality</p> <p>The insurer bears the costs claimed from the named insured by a municipality under the <i>Act respecting municipal taxation</i> and its regulations if its fire protection service was called to prevent or fight a fire in a vehicle of which the named insured is the owner.</p>	<p>SECTION A</p> <p>ADDITIONAL AGREEMENTS</p> <p>(4) 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 an owned automobile;</p>	5
<p>6. EXCLUSIONS</p> <p>6.1 Exclusions due to application of certain laws</p> <p>Section A excludes:</p> <p>A. Any bodily injury when compensation is provided for under the:</p> <ul style="list-style-type: none"> ▪ <i>Automobile Insurance Act</i>, ▪ <i>Act respecting industrial accidents and occupational diseases</i>; ▪ <i>Crime Victims Compensation Act</i>. <p>However, if the <i>Automobile Insurance Act</i> does not apply, coverage will be provided.</p>	<p>SECTION A</p> <p>EXCLUSIONS</p> <p>The Insurer shall not be liable under this section:</p> <p>(1) except where the Automobile Insurance Act does not apply, for bodily injury or death covered under the said Act, the Act respecting industrial accidents and occupational diseases or the Crime Victims Compensation Act;</p>	4
<p>B. Any liability imposed under a workers' compensation act.</p>	<p>SECTION A</p> <p>EXCLUSIONS</p> <p>(2) for any liability imposed by any workmen's compensation law upon any person insured by this section;</p>	4

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<p>6.2 Exclusions related to business activities</p> <p>Section A excludes:</p> <p>A. Any loss that occurs in the course of an activity for consideration that is not a described business activity.</p> <p>The insurer may accept to insure a vehicle in connection with such an activity by specifying it in the “<i>Declarations</i>” section or by way of an endorsement.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>9. EXCLUDED AUTOMOBILES</p> <p>Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract for loss, damage, injury or death arising from the ownership, use or operation of any automobile:</p> <p>(a) owned, leased for at least one year or under a contract of leasing or used by the Insured for the purposes of any business conducted by or any employment or occupation for wages or profit engaged in by the Insured other than as stated in the Declarations;</p>	12
<p>B. Any bodily injury caused to an employee, shareholder, member or partner of the named insured in connection with a described business activity.</p>	<p>SECTION A</p> <p>EXCLUSIONS</p> <p>(4) for loss or damage resulting from bodily injury to or the death of any employee, shareholder, member or partner of any person insured by this section, while engaged in the business described in the Declarations;</p>	4
<p>C. Any damage caused to a person who is engaged in a garage business while an insured vehicle is in the person’s custody, except where:</p> <ul style="list-style-type: none"> ▪ this person is the named insured, or the named insured’s employee, shareholder, member or partner; or ▪ the vehicle is driven in Québec. 	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>2. PERSONNEL OF OTHER GARAGES EXCLUDED</p> <p>No person who is engaged in a garage business shall be entitled to indemnity or payment under this contract for any loss, damage, injury or death sustained while using, operating or working upon the automobile, as defined in this policy, in the course of that business or while so engaged, is an occupant of or enters or gets onto or alights from such automobile, unless the person is the Insured or the Insured’s employee, shareholder, member or partner or is actually driving the automobile in Québec.</p>	10
<p>D. Any damage caused to a customer’s vehicle.</p>	<p>SECTION A</p> <p>EXCLUSIONS</p>	4

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	(6) for loss or damage to any customer's automobile as defined in the General Provisions, Definitions and Exclusions;	
<p>6.3 Exclusions related to types of vehicles</p> <p>Section A excludes loss attributable to certain types of vehicles of which the insured is the owner, including:</p> <p>A. Vehicles designed or modified for racing purposes.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>9. EXCLUDED AUTOMOBILES</p> <p>Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract for loss, damage, injury or death arising from the ownership, use or operation of any automobile:</p> <p>(b) owned, leased for at least one year or under a contract of leasing by the Insured which is designed or modified for racing purposes;</p>	12
<p>B. Vehicles designed for the bulk transportation of petroleum products or other goods, while so used.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>9. EXCLUDED AUTOMOBILES</p> <p>(d) owned, leased for at least one year or under a contract of leasing by the Insured, and</p> <ul style="list-style-type: none"> – designed for the bulk transportation of petroleum products or other materials, while so used; 	13
<p>C. Vehicles designed for the transportation or towing of motor vehicles, while so used.</p> <p>This exclusion does not apply to tow trucks.</p> <p>Moreover, this exclusion does not apply to transportation or towing activities carried out for the named insured in connection with the named insured's described business activity.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>9. EXCLUDED AUTOMOBILES</p> <p>(d) owned, leased for at least one year or under a contract of leasing by the Insured, and</p> <ul style="list-style-type: none"> – designed for the transportation or towing of automobiles, while so used, except for the Insured's own use for the purpose of the business stated in the Declarations, subject to Exclusion (1) (f) of Section B, provided always that a tow truck shall not be deemed designed for that purpose. 	13
<p>The insurer may accept to insure these types of vehicles by specifying them in the "<i>Declarations</i>" section or by way of an endorsement.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p>	12

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	<p>9. EXCLUDED AUTOMOBILES</p> <p>Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract for loss, damage, injury or death arising from the ownership, use or operation of any automobile:</p>	12
<p>6.4 Exclusions related to use of insured vehicle</p> <p>Section A excludes loss that occurs while the insured vehicle is used:</p> <p>A. as a taxicab, sightseeing vehicle, bus, coach or other chauffeur-driven vehicle.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>8. EXCLUDED USES</p> <p>Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract while:</p> <p>(c) the automobile is used as a taxicab, bus, livery or sightseeing conveyance;</p>	12
<p>B. to carry explosives.</p> <p>C. to carry radioactive material for research, education, development, industrial or other related purposes.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>8. EXCLUDED USES</p> <p>(b) the automobile is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto;</p>	12
<p>D. to carry property for consideration.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>8. EXCLUDED USES</p> <p>(d) the automobile is used:</p> <p>(1) to carry property for compensation;</p>	12
<p>E. for public road construction, repair or maintenance.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>8. EXCLUDED USES</p> <p>(d) the automobile is used:</p> <p>(2) for public road construction, repair or maintenance;</p>	12

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<p>F. as farm or contractor's equipment on behalf of a person other than the named insured for compensation.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>8. EXCLUDED USES</p> <p>(d) the automobile is used:</p> <p>(3) as farm or contractor's equipment on behalf of others for compensation.</p>	12
<p>The insurer may accept to insure these uses by specifying them in the "<i>Declarations</i>" section or by way of an endorsement.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>8. EXCLUDED USES</p> <p>Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract while:</p>	12
<p>6.5 Exclusion related to provided vehicles</p> <p>Section A excludes loss attributable to a vehicle provided for frequent or regular use by the named insured to a person other than an employee, shareholder, member or partner of the named insured.</p> <p>The insurer may accept to insure such a vehicle by specifying it in the "<i>Declarations</i>" section or by way of an endorsement.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>9. EXCLUDED AUTOMOBILES</p> <p>Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract for loss, damage, injury or death arising from the ownership, use or operation of any automobile:</p> <p>(c) furnished by the Insured to any person, except an employee or a shareholder, member or partner of the Insured for his regular or frequent use;</p>	12
<p>6.6 Exclusion related to rented vehicle</p> <p>Section A excludes loss that occurs while the insured vehicle is rented to any other person.</p> <p>This exclusion does not apply where the rented vehicle is a vehicle of which the insured is the owner, in the following cases:</p> <p>A. The vehicle is leased for at least one year but has not yet been delivered.</p> <p>B. The vehicle is rented to a person who has brought in another</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>8. EXCLUDED USES</p> <p>Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract while:</p> <p>(a) the automobile is rented or leased to another, subject to the definition of owned automobile in Clause 3 of the General Provisions, Definitions and Exclusions of the policy, provided that the temporary use by a customer of the Insured of an</p>	12

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<p>If there is more than one specified location under the insurance contract and an amount of insurance is written for each of them, these amounts cannot be combined for one and the same loss.</p>	<p><i>New clause</i></p>	
<p>7.2 Order of priority when more than one insurance contract applies</p> <p>If more than one insurance contract applies to one and the same loss, the civil liability insurance contract issued to the owner of the vehicle involved in the loss applies first, except in the cases provided below.</p>	<p>CONDITIONS</p> <p>19. OTHER LIABILITY INSURANCE</p> <p>Insurance under a contract evidenced by a valid owner's policy is, in respect of liability arising from or occurring in connection with the ownership, use or operation of an automobile owned by the Insured named in the policy and within the description or definition thereof in the policy, a first loss insurance, and insurance attaching under any other valid motor vehicle liability policy is excess insurance only.</p>	<p>18</p>
<p>7.2.1 Specific rules for vehicle of which the named insured is not the owner</p> <p>When damage is caused by a vehicle of which the named insured is not the owner that is in the custody of a garage business at the time of loss, this Section A applies first.</p>	<p>CONDITIONS</p> <p>19. OTHER LIABILITY INSURANCE</p> <p>Insurance under a contract evidenced by a valid owner's policy is, in respect of liability arising from or occurring in connection with the ownership, use or operation of an automobile owned by the Insured named in the policy and within the description or definition thereof in the policy, a first loss insurance, and insurance attaching under any other valid motor vehicle liability policy is excess insurance only.</p> <p>However, insurance evidenced by a valid garage policy, not describing the specific automobile(s) insured, shall in respect to non-owned or customers' automobiles while being used, operated or worked upon in the course of the policyholder's business as a garage be a first loss insurance and insurance attaching under any other valid motor vehicle policy shall be excess insurance only.</p>	<p>18</p>
<p>Otherwise, the civil liability insurance contract issued to the owner of the vehicle applies first. This Section A will then apply only if the</p>	<p>CONDITIONS</p>	<p>18</p>

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<p>insurance of this owner is insufficient,</p> <ul style="list-style-type: none"> ▪ up to the amount of insurance, and ▪ only for the amount exceeding the obligation of the owner's insurer. 	<p>19. OTHER LIABILITY INSURANCE</p> <p>Insurance under a contract evidenced by a valid owner's policy is, in respect of liability arising from or occurring in connection with the ownership, use or operation of an automobile owned by the Insured named in the policy and within the description or definition thereof in the policy, a first loss insurance, and insurance attaching under any other valid motor vehicle liability policy is excess insurance only.</p> <p>However, insurance evidenced by a valid garage policy, not describing the specific automobile(s) insured, shall in respect to non-owned or customers' automobiles while being used, operated or worked upon in the course of the policyholder's business as a garage be a first loss insurance and insurance attaching under any other valid motor vehicle policy shall be excess insurance only.</p>	
<p>7.2.2 Specific rules for vehicle of which the named insured is the owner when in the custody of a person engaged in a garage business</p> <p>When damage is caused by a vehicle of which the named insured is the owner while in the custody of a garage business at the time of loss, the insurance contracts will apply in the following order of priority:</p> <p>A. The insurance contract of the person who engages in a garage business and in whose custody the vehicle has been placed applies first, provided such contract covers the person's civil liability without expressly designating the vehicles that are insured.</p> <p>B. This Section A only applies if that person's insurance is insufficient,</p> <ul style="list-style-type: none"> ▪ up to the applicable amount of insurance, and ▪ only for the amount exceeding the obligation of that person's insurer. 	<p>CONDITIONS</p> <p>19. OTHER LIABILITY INSURANCE</p> <p>Insurance under a contract evidenced by a valid owner's policy is, in respect of liability arising from or occurring in connection with the ownership, use or operation of an automobile owned by the Insured named in the policy and within the description or definition thereof in the policy, a first loss insurance, and insurance attaching under any other valid motor vehicle liability policy is excess insurance only.</p> <p>However, insurance evidenced by a valid garage policy, not describing the specific automobile(s) insured, shall in respect to non-owned or customers' automobiles while being used, operated or worked upon in the course of the policyholder's business as a garage be a first loss insurance and insurance attaching under any other valid motor vehicle policy shall be excess insurance only.</p>	18

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<p>7.3 Adjustment of amount of insurance by law</p> <p>If the loss occurs in Canada or the United States and the amount of insurance is less than the minimum amount prescribed by the applicable laws regarding automobile insurance which are in force where the loss occurred, the amount of insurance will be adjusted to comply with this minimum requirement.</p>	<p>SECTION A</p> <p>ADDITIONAL AGREEMENTS</p> <p>(6) to be liable up to the minimum amount(s) of liability insurance prescribed by any legislation respecting automobile insurance and applying in that province or territory of Canada or in that State of the United States of America in which the accident occurred, if the amount(s) is(are) higher than the amount(s) stated in Section A of Item 4 of the Declarations;</p>	
<p>7.4 Cases where insured persons must refund indemnity</p> <p>If the loss occurs in Canada or the United States and the amount of insurance is less than the minimum amount prescribed by the applicable laws regarding automobile insurance which are in force where the loss occurred, the amount of insurance will be adjusted to comply with this minimum requirement.</p>	<p>SECTION A</p> <p>AGREEMENTS OF INSURED</p> <p>Where indemnity is provided by this section, every person insured:</p> <p>(c) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this section.</p>	5
<p>7.5 Limitation of amount of insurance for nuclear hazard</p> <p>If damage arose out of the occurrence of a nuclear hazard, the applicable amount of insurance will be limited to the minimum amount prescribed by either of the following laws, depending on the type of vehicle involved in the loss:</p> <ul style="list-style-type: none"> ▪ <i>Automobile Insurance Act</i>; ▪ <i>Act respecting off-highway vehicles</i>. 	<p>SECTION A</p> <p>EXCLUSIONS</p> <p>(7) for any loss or damage resulting from bodily injury to or death of any person or damage to property arising out of a nuclear energy hazard and in excess of the compulsory amount of liability insurance prescribed by the Automobile Insurance Act or the Act respecting off-highway vehicles, depending on the type of vehicle involved.</p>	5
<p>7.6 Specific rule for trailers or semi-trailers attached to a motor vehicle</p> <p>When one or more trailers or semi-trailers are attached to a motor vehicle, the vehicles will be held to be one and the same vehicle.</p> <p>This rule means that, if damage is caused by the motor vehicle, trailer or semi-trailer, a single amount of insurance will apply, namely, the</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>6. TWO OR MORE AUTOMOBILES</p> <p>(a) A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be one automobile under Section A. Where two or more automobiles are insured under one or more contracts issued by the same insurer, only one amount of insurance, the</p>	11

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<p>highest amount.</p> <p>The same rule will apply if the vehicles are insured under different insurance contracts with the insurer.</p>	<p>highest, shall apply in the event of loss under Section A.</p>	
<p>8. REPRESENTATION MANDATE</p> <p>The insured persons mandate the insurer to represent them in any lawsuit brought against them in Canada or the United States.</p> <p>The lawsuit must arise from the fact that an insured person is the owner of the insured vehicle or that an insured person was driving or using it.</p> <p>The lawsuit brought against the named insured may also arise from the fact that a person other than the named insured was driving or using an insured vehicle.</p> <p>This representation mandate includes the right for the insurer to appear on behalf of the insured persons and to assume their defence.</p>	<p>SECTION A</p> <p>AGREEMENTS OF INSURED</p> <p>Where indemnity is provided by this section, every person insured:</p> <p>(a) empowers the Insurer as their representative to appear and defend in any province or territory of Canada or in any State of the United States of America in which action is brought against the Insured arising out of the ownership, use or operation of the automobile;</p>	<p>5</p>
<p>The insured persons renounce their right to withdraw this mandate from the insurer without the insurer's consent.</p>	<p>SECTION A</p> <p>AGREEMENTS OF INSURED</p> <p>(b) renounces his right to unilaterally revoke such mandate;</p>	<p>5</p>
<p>SECTION B:</p> <p>COVERAGE FOR DAMAGE TO INSURED VEHICLES</p> <p>(OPTIONAL INSURANCE)</p>	<p>SECTION B</p> <p>LOSS OF OR DAMAGE TO OWNED AUTOMOBILES</p>	<p>6</p>
<p>1. PRINCIPAL COVERAGE</p> <p>1.1 Description of principal coverage</p> <p>Section B covers:</p> <ul style="list-style-type: none"> ▪ any direct and accidental damage to an insured vehicle or the equipment and accessories used exclusively with this vehicle; and 	<p>SECTION B – Introductory paragraph</p> <p>The Insurer agrees to indemnify the Insured against direct and accidental loss of or damage to any owned automobile, including its equipment used exclusively therewith, as follows:</p>	<p>6</p>

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<ul style="list-style-type: none"> ▪ the disappearance of an insured vehicle or the equipment and accessories used exclusively with this vehicle. <p>The damage or disappearance must result from the occurrence of a peril covered by the applicable protection.</p>		
<p>1.2 Description of protections</p> <p><i>To determine which protection applies, refer to Item 4, “Declarations.”</i></p> <p>1.2.1 Protection 1 – “All perils” coverage</p> <p>This protection covers damage caused by any type of peril. However, perils and damage listed in Article 5, Section B are excluded.</p>	<p>SECTION B</p> <p>Subsection 1 – ALL PERILS</p>	<p>6</p>
<p>1.2.2 Protection 2 – Coverage against perils of collision and upset</p> <p>This protection covers damage caused by the perils of collision and upset.</p> <p>“Collision” includes:</p> <ul style="list-style-type: none"> ▪ any collision between an insured vehicle and the ground; ▪ any collision between two vehicles attached to each other; and ▪ any collision between an insured vehicle and a person or an animal. <p>“Upset” of an insured vehicle may be partial or total.</p> <p>However, perils and damage listed in Article 5, Section B are excluded.</p>	<p>SECTION B</p> <p>Subsection 2 – COLLISION OR UPSET</p> <p>Collision includes collision with (a) a vehicle to which the automobile is attached and (b) the surface of the ground.</p> <p>Upset means the total or partial upset of the automobile.</p>	<p>6</p>
<p>1.2.3 Protection 3 - Coverage against all perils other than collision or upset</p> <p>This protection covers damage caused by perils other than collision or upset.</p> <p>Coverage includes damage caused by the following perils:</p>	<p>SECTION B</p> <p>Subsection 3 – COMPREHENSIVE – meaning any peril other than collision or upset</p> <p>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</p>	<p>6</p>

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<ul style="list-style-type: none"> ▪ the perils listed in Protection 4; ▪ falling or flying objects; ▪ malicious mischief; and ▪ projectiles. <p>Like Protection 2, this protection also covers damage caused by a collision between an insured vehicle and a person or an animal.</p> <p>However, perils and damage listed in Article 5, Section B are excluded.</p>	<p>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.</p>	6
<p>1.2.4 Protection 4 - Coverage against specific perils</p> <p>This protection only covers damage caused by the following perils:</p> <ul style="list-style-type: none"> ▪ attempted theft; ▪ civil commotion; ▪ earthquakes; ▪ explosions; ▪ falling or forced landing of aircraft or parts of aircraft; ▪ fire; ▪ hail; ▪ lightning; ▪ riots; ▪ rising water; ▪ stranding, sinking, burning, derailment or collision of any railroad car, vessel or tow truck upon which an insured vehicle is being transported; ▪ theft; and ▪ windstorms. <p>However, perils and damage listed in Article 5, Section B are excluded.</p>	<p>CHAPITRE B</p> <p>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 railway car, watercraft or tow truck in or upon which the automobile is being transported on land or water.</p>	6

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<p>2. INSURED VEHICLES</p> <p>Unless the context indicates otherwise, the expression “insured vehicle” under Section B refers to any owned vehicle.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>3. DEFINITIONS</p> <p>In this policy, unless otherwise indicated by the context:</p> <p>the term owned automobile means any automobile, trailer or semi-trailer, including their equipment, that has been acquired by the Named Insured as owner or as lessee for at least one year or as lessee under a contract of leasing and which is used for pleasure or in connection with the business stated in the Declarations and any automobile which has been sold or leased for at least one year or is held for leasing under a contract of leasing but has not been delivered;</p>	10
<p>3. INSURED PERSON</p> <p>The insured person under Section B is the named insured.</p>	<p>SECTION B</p> <p>The Insurer agrees to indemnify the Insured against direct and accidental loss of or damage to any owned automobile, including its equipment used exclusively therewith, as follows:</p>	6
<p>4. ADDITIONAL COVERAGES</p> <p>When the principal coverage applies, Section B will include the following additional coverage:</p> <p>4.1 Bearing costs claimed by municipality</p> <p>The insurer bears the costs claimed from the named insured by a municipality under the <i>Act respecting municipal taxation</i> and its regulations if its fire protection service was called to prevent or fight a fire in an insured vehicle.</p>	<p>SECTION B</p> <p>ADDITIONAL AGREEMENTS</p> <p>Where loss or damage arises from a peril insured under Section B, the Insurer further agrees:</p> <p>(2) to bear any fees the Insured is charged by a municipality under the <i>Act respecting municipal taxation</i> for the use of its fire protection service when the fire department is called to prevent or fight fire in the automobile;</p>	8
<p>4.2 Bearing other costs</p> <p>When the named insured is civilly liable, the insurer will bear the following costs:</p>	<p>SECTION B</p> <p>ADDITIONAL AGREEMENTS</p> <p>Where loss or damage arises from a peril insured under Section B, the</p>	7

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<ul style="list-style-type: none"> ▪ general average costs; ▪ salvage costs; and ▪ customs duties of Canada and the United States. 	Insurer further agrees: <ol style="list-style-type: none"> (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; 	7
<p>5. EXCLUSIONS</p> <p>5.1 Common exclusions</p> <p>Section B excludes:</p> <p>A. Damage to tires, except:</p> <ul style="list-style-type: none"> ▪ if damage is coincident with other damage insured under the same coverage; or ▪ in case of fire, theft or malicious mischief insured under the same coverage. 	<p>SECTION B</p> <p>EXCLUSIONS</p> <ol style="list-style-type: none"> (1) Under any subsection of Section B for loss or damage: <ol style="list-style-type: none"> (a) to 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 such subsection or is caused by fire, theft or malicious mischief covered by such subsection; 	7
<p>B. Damage caused by:</p> <ul style="list-style-type: none"> ▪ breakdown; ▪ corrosion; ▪ explosion within the combustion chamber; ▪ freezing; ▪ mechanical failure; ▪ normal wear and tear; and ▪ rust. <p>However, such damage will not be excluded:</p> <ul style="list-style-type: none"> ▪ if damage is coincident with other damage insured under the same coverage; or ▪ in case of fire, theft or malicious mischief insured under the same coverage. 	<p>EXCLUSIONS</p> <ol style="list-style-type: none"> (1) Under any subsection of Section B for loss or damage: <ol style="list-style-type: none"> (a) to 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 such subsection or is caused by fire, theft or malicious mischief covered by such subsection; 	7

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<p>C. For Protection 2 only, damage to the insured vehicle occurring after the theft of the vehicle and before its recovery by the named insured.</p> <p>However, such damage will not be excluded if the theft was committed by:</p> <ul style="list-style-type: none"> ▪ a person whose domicile is the same as that of the named insured; ▪ a person employed by the named insured in connection with a described business activity 	<p>SECTION B EXCLUSIONS</p> <p>(2) Under Subsection 2, for loss or damage occurring after the theft of the automobile and before recovery by the Insured except where the theft has been committed by a person or persons (i) whose domicile is the same as the Insured's or (ii) employed by the Insured in connection with the business described in the Declarations;</p>	7
<p>D. For Protection 3 and Protection 4 only, theft committed by one of the following persons:</p> <ul style="list-style-type: none"> ▪ a person whose domicile is the same as that of the named insured; ▪ a person employed by the named insured in connection with a described business activity, whether or not the theft occurs in the course of such employment. 	<p>SECTION B EXCLUSIONS</p> <p>(3) Under Subsections 3 and 4, for loss or damage caused by theft by any person or persons (i) whose domicile is the same as the Insured's or (ii) employed by the Insured in connection with the business described in the Declarations, whether the theft occurs in the course of such service or employment or not.</p>	7
<p>E. Conversion, embezzlement, theft or secretion of an insured vehicle by any person in lawful possession thereof under a hypothec, conditional sale, lease or contract of leasing, or under any other similar written agreement.</p>	<p>SECTION B EXCLUSIONS</p> <p>(1) Under any subsection of Section B for loss or damage:</p> <p>(b) caused by the conversion, embezzlement, theft or secretion by any person in lawful possession of the automobile under a hypothec, conditional sale, lease or other similar written agreement;</p>	7
<p>F. Voluntary parting with title or ownership, with or without breach of trust, fraud or deceitful representation.</p>	<p>SECTION B EXCLUSIONS</p> <p>(1) Under any subsection of Section B for loss or damage:</p> <p>(c) caused by the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent</p>	7

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	scheme, trick, device or false pretense;	
<p>G. Tapes or accessories for use with a tape recorder, or compact discs, unless in place in a device.</p>	<p>SECTION B EXCLUSIONS (1) Under any subsection of Section B for loss or damage: (d) 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;</p>	7
<p>H. Whether or not war is declared, damage caused directly or indirectly by:</p> <ul style="list-style-type: none"> ▪ bombardment; ▪ civil war; ▪ insurrection; ▪ invasion; ▪ military power; ▪ operation of armed forces while engaged in hostilities; ▪ rebellion; ▪ revolution; and ▪ usurped power. 	<p>SECTION B EXCLUSIONS (1) Under any subsection of Section B for loss or damage: (e) 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;</p>	7
<p>5.2 Exclusion related to business activities Section B excludes any loss that occurs in the course of an activity for consideration that is not a described business activity. The insurer may accept to insure a vehicle in connection with such an activity by specifying it in the “<i>Declarations</i>” section or by way of an endorsement.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS 9. EXCLUDED AUTOMOBILES Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract for loss, damage, injury or death arising from the ownership, use or operation of any automobile: (a) owned, leased for at least one year or under a contract of</p>	12

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	leasing or used by the Insured for the purposes of any business conducted by or any employment or occupation for wages or profit engaged in by the Insured other than as stated in the Declarations;	
<p>5.3 Exclusions related to types of vehicles</p> <p>Section B excludes any loss that causes damage to certain types of vehicles:</p> <p>A. Vehicles designed or modified for racing purposes.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>9. EXCLUDED AUTOMOBILES</p> <p>Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract for loss, damage, injury or death arising from the ownership, use or operation of any automobile:</p> <p>(b) owned, leased for at least one year or under a contract of leasing by the Insured which is designed or modified for racing purposes;</p>	12
<p>B. Vehicles designed for the bulk transportation of petroleum products or other goods, while so used.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>9. EXCLUDED AUTOMOBILES</p> <p>(d) owned, leased for at least one year or under a contract of leasing by the Insured, and</p> <ul style="list-style-type: none"> – designed for the bulk transportation of petroleum products or other materials, while so used; 	13
<p>C. Vehicles designed for the transportation or towing of motor vehicles, while so used.</p> <p>This exclusion does not apply to tow trucks.</p> <p>Moreover, this exclusion does not apply to transportation or towing activities carried out for the named insured in connection with the named insured's described business activity. However, the transported or towed vehicles remain excluded, as provided for in Article 5.4 B., Section B.</p> <p>The insurer may accept to insure these types of vehicles by specifying them in the "<i>Declarations</i>" section or by way of an endorsement.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>9. EXCLUDED AUTOMOBILES</p> <p>Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract for loss, damage, injury or death arising from the ownership, use or operation of any automobile:</p> <p>(d) owned, leased for at least one year or under a contract of leasing by the Insured, and</p> <ul style="list-style-type: none"> – designed for the transportation or towing of automobiles, 	13

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	while so used, except for the Insured's own use for the purpose of the business stated in the Declarations, subject to Exclusion (1) (f) of Section B, provided always that a tow truck shall not be deemed designed for that purpose.	
<p>5.4 Exclusions related to use of insured vehicle</p> <p>Section B excludes:</p> <p>A. Any loss that occurs while the insured vehicle is used:</p>	<p>8. EXCLUDED USES</p> <p>Unless coverage is indicated in the Declarations or expressly given by an endorsement, the Insurer shall not be liable under this contract while:</p>	12
<ul style="list-style-type: none"> ▪ as a taxicab, sightseeing vehicle, bus, coach or other chauffeur-driven vehicle; 	<p>8. EXCLUDED USES</p> <p>(c) the automobile is used as a taxicab, bus, livery or sightseeing conveyance;</p>	12
<ul style="list-style-type: none"> ▪ to carry explosives; ▪ to carry radioactive material for research, education, development, industrial or other related purposes; 	<p>8. EXCLUDED USES</p> <p>(b) the automobile is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto;</p>	12
<ul style="list-style-type: none"> ▪ to carry property for consideration; 	<p>8. EXCLUDED USES</p> <p>(d) the automobile is used:</p> <p>(1) to carry property for compensation;</p>	12
<ul style="list-style-type: none"> ▪ for public road construction, repair or maintenance; 	<p>8. EXCLUDED USES</p> <p>(d) the automobile is used:</p> <p>(2) for public road construction, repair or maintenance;</p>	12
<ul style="list-style-type: none"> ▪ as farm or contractor's equipment on behalf of a person other than the named insured for consideration. 	<p>8. EXCLUDED USES</p> <p>(d) the automobile is used:</p> <p>(3) as farm or contractor's equipment on behalf of others for compensation.</p>	12

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<p>The insurer may accept to insure these uses by specifying them in the “<i>Declarations</i>” section or by way of an endorsement.</p>	<p>8. EXCLUDED USES</p> <p>Unless coverage is indicated in the Declarations or expressly given by an endorsement, <i>the Insurer shall not be liable under this contract while:</i></p>	<p>112</p>
<p>B. Vehicles transported or towed by a vehicle, other than a tow truck, designed for transportation or towing purposes.</p>	<p>SECTION B EXCLUSIONS</p> <p>(1) Under any subsection of Section B for loss or damage:</p> <p>(f) to any automobile while being carried in or upon or towed by any automobile which is designed for transportation of other automobiles, except a tow truck;</p>	<p>12</p>
<p>5.5 Exclusion related to provided vehicles</p> <p>Section B excludes loss that causes damage to a vehicle provided for frequent or regular use by the named insured to a person other than an employee, shareholder, member or partner of the named insured.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>9. EXCLUDED AUTOMOBILES</p> <p>(c) furnished by the Insured to any person, except an employee or a shareholder, member or partner of the Insured for his regular or frequent use;</p>	<p>12</p>
<p>The insurer may accept to insure such a vehicle by specifying it in the “<i>Declarations</i>” section or by way of an endorsement.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>9. EXCLUDED AUTOMOBILES</p> <p>Unless coverage is indicated in the Declarations or expressly given by an endorsement, <i>the Insurer shall not be liable under this contract for loss, damage, injury or death arising from the ownership, use or operation of any automobile:</i></p>	<p>12</p>
<p>5.6 Exclusion related to rented vehicle</p> <p>Section B excludes loss that occurs while the insured vehicle is rented to any other person.</p> <p>This exclusion does not apply in the following cases:</p> <p>A. The vehicle is leased for at least one year but has not yet been</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>8. EXCLUDED USES</p> <p>(a) the automobile is rented or leased to another, subject to the definition of owned automobile in Clause 3 of the General Provisions, Definitions and Exclusions of the policy, provided that the temporary use by a customer of the Insured of an</p>	<p>12</p>

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<p>delivered.</p> <p>B. The vehicle is rented to a person who has brought in another vehicle to the named insured for repair or servicing.</p> <p>C. The vehicle is rented to a person whose previous vehicle was accepted as a trade-in by the named insured for a new vehicle acquired, leased for at least one year or leased under a contract of leasing but not yet delivered.</p> <p>The insurer may accept to insure a rented or leased vehicle by specifying it in the “<i>Declarations</i>” section or by way of an endorsement.</p>	<p>owned automobile, while the customer's automobile is being repaired or serviced or which has been traded in to the Insured for another automobile sold, leased for at least one year or held for leasing by the Insured but not delivered, shall not be deemed renting or leasing of the automobile to another;</p>	
<p>5.7 Exclusion related to vehicles sold on credit by named insured</p> <p>Under Section B, a vehicle sold on credit by the named insured is excluded as of the time the purchaser takes possession thereof.</p>	<p>SECTION B EXCLUSIONS</p> <p>(g) to any automobile sold by the Insured and in the possession of a purchaser under any partial payment plan.</p>	7
<p>6. DEDUCTIBLE PAYABLE BY NAMED INSURED</p> <p>The named insured must assume the deductible for the applicable protection. However, if the damage is caused by lightning or fire, the deductible will not apply.</p>	<p>SECTION B – DEDUCTIBLE CLAUSE</p> <p>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, as follows:</p>	6
<p>The deductible may apply:</p> <p>A. per insured vehicle that has incurred damage in one and the same loss;</p> <p>B. per loss: The deductible applies only once for all damage arising out of the same cause in any one event, regardless of the number of vehicles having incurred damage; or</p> <p>C. on another basis agreed to with the insurer.</p> <p><i>To determine the terms under which the deductible will apply, refer to Item 4, “Declarations” or the applicable endorsement.</i></p>	<p>SECTION B DEDUCTIBLE CLAUSE</p> <p>(a) If the deductible is on a per automobile basis, the deductible amount shall apply to loss or damage to each automobile.</p> <p>b) If the deductible is on a per occurrence basis, the deductible amount shall apply to all loss or damage arising out of the same cause in any one event, regardless of the number of automobiles lost or damaged.</p> <p>c) If the deductible is on another basis, the deductible amount shall apply as stated in the Declarations or in an endorsement</p>	6

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	attached to this policy.	
<p>7. INDEMNITY PAYABLE BY INSURER</p> <p>7.1 General rule</p> <p>The indemnity payable by the insurer is equal to the value of damage, less the deductible. It also includes any expenses described under the additional coverage.</p> <p><i>For the rules to determine the value of damage, refer to Article 2, “Reporting a loss and submitting a claim.”</i></p>	<p><i>No reference</i></p>	<p>n/a</p>
<p>7.2 Amount of insurance</p> <p>This Article 7.2 applies to Protection 1, except for damage caused by collision or upset, and Protections 3 and 4.</p> <p>The indemnity payable may not be greater than the amount of insurance that applies per specified location and per loss, plus any expenses described under the additional coverage.</p>	<p>SECTION B – LIMITS OF LIABILITY</p> <p>This clause shall apply to all subsections of this section, except with respect to collision or upset.</p>	<p>6</p>
<p>7.2.1 Amount of insurance for newly acquired location</p> <p>A location is deemed newly acquired if:</p> <ul style="list-style-type: none"> ▪ it has been acquired by the named insured during the insurance contract period for the purpose of carrying out a described business activity; <p>and</p> <ul style="list-style-type: none"> ▪ the insurer has been informed of the new acquisition within 14 days thereof. <p>The amount of insurance applicable to a newly acquired location is as follows:</p> <ul style="list-style-type: none"> ▪ If there is only one specified location, the amount of insurance on this location will apply. ▪ If there are more than one specified locations, the lesser 	<p>(1) The Insurer shall not be liable in any one occurrence:</p> <ul style="list-style-type: none"> (a) with respect to a specified location: for any amount in excess of the amount stated in the Declarations for that location, subject to the provisions stated in (2) below; (b) with respect to a location newly acquired during the contract period and used in the business specified in the Declarations: for an amount exceeding the lowest amount stated for any specified location, provided such new location is notified to the Insurer within fourteen days following the date of acquisition; 	<p>6</p>

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<p>amount of insurance on those locations will apply.</p>		
<p>7.2.2 Amount of insurance for location not used by named insured</p> <p>For a location not used by the named insured where a garage business is carried out, the maximum amount payable by the insurer is determined as follows:</p> <ul style="list-style-type: none"> ▪ If there are four insured vehicles or less, the amount is equal to the total value of the vehicles. ▪ If there are more than four insured automobiles, the amount is equal to four times the average value of the automobiles. 	<p>(c) with respect to a location not used by the Insured where a garage business is conducted: for any amount exceeding the value of four owned automobiles at that location.</p> <p>However, where there are more than four automobiles, the Insurer's liability shall not exceed four times the average value of all owned automobiles on the premises.</p>	7
<p>7.2.3 Amount of insurance where the insurance premium takes into account co-insurance</p> <p>Where the insurance premium takes into account co-insurance, the named insured must maintain an amount of insurance for each specified location that is equal to or greater than the minimum amount determined as follows:</p> $\text{Minimum amount} = \text{Percentage indicated in Item 4, "Declarations" for Section B} \times \text{Total value of insured vehicles at the specified location}$	<p>SECTION B</p> <p>LIMITS OF LIABILITY</p> <p>(2) Co-insurance clause. Where the premium is determined on a co-insurance basis, the Insured shall maintain insurance on the automobiles insured at each specified location, to the extent of at least the amount produced by multiplying the total value of the automobiles by the co-insurance percentage stated in Item 4 of the Declarations and, <i>failing to do so, shall only be entitled, in the event of a partial loss, to that portion of the loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause. The co-insurance clause shall not apply where the loss or damage is confined to one automobile only.</i></p>	7

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<p>If this minimum amount is not maintained, in the event of a partial loss, the named insured must pay a portion of the value of damage. The indemnity payable by the insurer will be limited to the amount determined as follows:</p> $\text{Indemnity payable} = \frac{\text{Amount of insurance for Section B}}{\text{Minimum amount}} \times \text{Value of damage}$ <p>If only one insured vehicle incurs damage in the event of loss, the co-insurance clause does not apply.</p>	<p>2) Co-insurance clause. Where the premium is determined on a co-insurance basis, the Insured shall maintain insurance on the automobiles insured at each specified location, to the extent of at least the amount produced by multiplying the total value of the automobiles by the co-insurance percentage stated in Item 4 of the Declarations and, failing to do so, shall only be entitled, in the event of a partial loss, to that portion of the loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause. The co-insurance clause shall not apply where the loss or damage is confined to one automobile only.</p>	7
<p>7.3 Time of payment</p> <p>The insurer must pay the indemnity:</p> <ul style="list-style-type: none"> within 60 days after the date on which the loss is reported to the insurer; or within 60 days after receipt by the insurer of the information or supporting documents that it requested. 	<p>CONDITIONS</p> <p>15. TIME OF PAYMENT</p> <p>Claims under Section B shall be paid within sixty days after receipt of notice of loss or of information or proof of loss required by the Insurer or, where an arbitration is held, within fifteen days after award is accepted by the Insured.</p>	17
<p>7.4 Specific rules for trailers or semi-trailers attached to a motor vehicle</p> <p>If one or more trailers or semi-trailers are attached to a motor vehicle and the vehicles incur damage in one and the same loss :</p> <ul style="list-style-type: none"> the vehicles will be held to be separate vehicles; and; their own coverage, amount of insurance and deductible will apply. 	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>6. TWO OR MORE AUTOMOBILES</p> <p>(a) A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be one automobile under Section A. Where two or more automobiles are insured under one or more contracts issued by the same insurer, only one amount of insurance, the highest, shall apply in the event of loss under Section A.</p> <p>(b) A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the amount(s) of insurance, including any deductible</p>	11

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	provisions, under Sections B and C.	
<p>8. ADJUSTMENT OF ADVANCE INSURANCE PREMIUM</p> <p>8.1 General rule</p> <p>Item 4, “<i>Declarations</i>” indicates whether the insurance premium is an advance premium.</p> <p>In such instance, the insurance premium is determined by the insurer based on information indicated in endorsement Q.E.F. No. 4-79a – Calculation of advance insurance premium.</p> <p>When the insurance contracts ends, this premium is adjusted based on information indicated in endorsement Q.E.F. No. 4-79b – Calculation of final insurance premium.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>5. ADJUSTABLE PREMIUM COMPUTATION</p> <p>(1) The advance premiums are computed according to the terms shown in Q.E.F. No. 4-79a, Premium Computation Statement, and are subject to adjustment at the end of the contract period based on the provisions contained in Q.E.F. No. 4-79b, Final Adjustment of Premium Computation Statement.</p>	11
<p>8.2 Specific rule for Protections 1, 3 and 4 of Section B</p> <p>Item 4, “<i>Declarations</i>” indicates whether the insurance premium is determined based on the named insured’s monthly statements.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>5. ADJUSTABLE PREMIUM COMPUTATION</p> <p>(2) With respect only to Subsections 1, 3 and 4 of Section B, it is a condition that where the premium is determined on a monthly average basis:</p>	11
<p>In such instance, the advance insurance premium indicated in Item 4 is determined based on information declared by the named insured in endorsement Q.E.F. No. 4-79a – Calculation of advance insurance premium.</p> <p>It is then adjusted based on the named insured’s monthly statements according to the following rules:</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>5. ADJUSTABLE PREMIUM COMPUTATION</p> <p>(1) The advance premiums are computed according to the terms shown in Q.E.F. No. 4-79a, Premium Computation Statement, and are subject to adjustment at the end of the contract period based on the provisions contained in Q.E.F. No. 4-79b, Final Adjustment of Premium Computation Statement.</p>	11
<p>A. The named insured must, on a monthly basis, report the number and value of all insured vehicles as at the last business day of each month. This information must be reported in endorsement Q.E.F. No. 4-79 – Monthly inventory statement for calculation of final insurance premium, for each specified location.</p>	<p>5. ADJUSTABLE PREMIUM COMPUTATION</p> <p>(2) With respect only to Subsections 1, 3 and 4 of Section B, it is a condition that where the premium is determined on a monthly average basis</p>	11

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	a) each month, the Insured shall file with the Insurer a Monthly Average Inventory Report Form (Q.E.F. no. 4-79) stating the number and value of all owned automobiles separately at each location at the close of business on the last business day of the preceding month;	
<p>B. Based on the named insured's monthly statements, the insurer determines the monthly insurance premium payable in proportion to the rate specified in endorsement Q.E.F. No. 4-79a – Calculation of advance insurance premium.</p> <p>When the total of these monthly premiums exceeds the advance insurance premium specified in Item 4, "<i>Declarations,</i>" the named insured must pay the excess to the insurer at the end of each month.</p>	b) the earned premium shall be computed monthly by applying, pro rata, the rate specified in the Premium Computation Statement (Q.E.F. No. 4-79a) to the value of the inventory insured during each month, as shown in the report form. Whenever the aggregate of the monthly earned premiums exceeds the total advance premiums, the excess shall be due and payable and thereafter all earned premiums shall be due and payable at the end of each month.	11
<p style="text-align: center;">SECTION C : COVERAGE FOR CIVIL LIABILITY ARISING FROM DAMAGE TO CUSTOMERS' VEHICLES (OPTIONAL INSURANCE)</p>	<p style="text-align: center;">SECTION C CIVIL LIABILITY FOR LOSS OF OR DAMAGE TO CUSTOMERS' AUTOMOBILES WHILE IN THE CARE, CUSTODY OR CONTROL OF THE INSURED</p>	8
<p>1. PRINCIPAL COVERAGE</p> <p>1.1 Description of principal coverage</p> <p>Section C covers the risk of financial consequences that an insured person may incur if held civilly liable for: :</p> <ul style="list-style-type: none"> ▪ damage caused to an insured vehicle or the equipment and accessories used exclusively with this vehicle; and ▪ the disappearance of an insured vehicle or the equipment and accessories used exclusively with this vehicle. <p>The damage or disappearance must result from the occurrence of a peril covered by the applicable protection.</p>	<p>SECTION C – Introductory paragraph</p> <p>The Insurer agrees to indemnify the Insured against the pecuniary consequences of civil liability the Insured may incur for loss of or damage to customers' automobiles, including their equipment used exclusively therewith, as follows:</p>	8
<p>1.2 Description of protections</p>	<p>SECTION C</p>	8

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<p><i>To determine which protection applies, refer to Item 4, “Declarations.”</i></p> <p>1.2.1 Protection 1 – “All perils” coverage</p> <p>This protection covers damage caused by any type of peril. However, perils and damage listed in Article 5, Section C are excluded.</p>	<p>Subsection 1 – ALL PERILS</p>	
<p>1.2.2 Protection 2 – Coverage against perils of collision and upset</p> <p>This protection covers damage caused by the perils of collision and upset.</p> <p>“Collision” includes :</p> <ul style="list-style-type: none"> ▪ any collision between an insured vehicle and the ground; ▪ any collision between two vehicles attached to each other; and ▪ any collision between an insured vehicle and a person or an animal. <p>“Upset” of an insured vehicle may be partial or total.</p> <p>“Upset” of an insured vehicle may be partial or total.</p> <p>However, perils and damage listed in Article 5, Section C are excluded.</p>	<p>SECTION C</p> <p>Subsection 2 – COLLISION OR UPSET</p> <p>Collision includes collision with (a) a vehicle to which the automobile is attached and (b) the surface of the ground.</p> <p>Upset means the total or partial upset of the automobile.</p>	8
<p>1.2.3 Protection 3 – Coverage against all perils other than collision or upset</p> <p>This protection covers damage caused by perils other than collision or upset.</p> <p>Coverage includes damage caused by the following perils:</p> <ul style="list-style-type: none"> ▪ the perils listed in Protection 4; ▪ falling or flying objects; ▪ malicious mischief; and ▪ projectiles; 	<p>SECTION C</p> <p>Subsection 3 – COMPREHENSIVE – meaning any peril other than collision or upset</p> <p>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.</p>	8

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<p>Like Protection 2, this protection also covers damage caused by a collision between an insured vehicle and a person or an animal.</p> <p>However, perils and damage listed in Article 5, Section C are excluded.</p>		
<p>1.2.4 Protection 4 – Coverage against specific perils</p> <p>This protection only covers damage caused by the following perils:</p> <ul style="list-style-type: none"> ▪ attempted theft; ▪ civil commotion; ▪ earthquakes; ▪ explosions; ▪ falling or forced landing of aircraft or parts of aircraft; ▪ fire; ▪ hail; ▪ lightning; ▪ riots; ▪ rising water; ▪ stranding, sinking, burning, derailment or collision of any railroad car, vessel or tow truck upon which an insured vehicle is being transported; ▪ theft; and ▪ windstorms. <p>However, perils and damage as listed in Article 5, Section C are excluded.</p>	<p>SECTION C</p> <p>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 railway car, watercraft or tow truck in or upon which the automobile is being transported on land or water.</p>	8
<p>2. INSURED VEHICLES</p> <p>Unless the context indicates otherwise, the expression “insured vehicle” under Section C refers to any customer’s vehicle.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>3. DEFINITIONS</p>	10

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	<p>In this policy, unless otherwise indicated by the context:</p> <p>the term customer's automobile means an automobile, trailer or semi-trailer, including their equipment, [...]</p>	
<p>3. INSURED PERSONS</p> <p>The insured persons under Section C are as follows :</p> <p>A. The named insured.</p>	<p>SECTION C – <i>Introductive paragraph</i></p> <p>The Insurer agrees to indemnify the Insured against the pecuniary consequences of civil liability the Insured may incur for loss of or damage to customers' automobiles, including their equipment used exclusively therewith, as follows:</p>	8
<p>B. Any person other than the named insured who drives or uses the insured vehicle, where the person is not the owner or the registration holder.</p> <p>Where the person is the owner or the registration holder, the person is insured only if the vehicle is used in connection with of a garage business.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>10. ADDITIONAL INSUREDS – NON-OWNED AUTOMOBILES</p> <p>The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured:</p> <p>a) with respect to Sections A and C of this policy, every other person who personally drives or uses, in connection with the business described in the Declarations, any automobile other than:</p> <ul style="list-style-type: none"> – an automobile owned or leased for at least one year or under a contract of leasing by, or registered in the name of such additional insured person, provided it is not in connection with a garage business; 	13
<p>Any person who operates a part of a vehicle is deemed to be using that vehicle.</p>	<p>SECTION C</p> <p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>10. ADDITIONAL INSUREDS – NON-OWNED AUTOMOBILES</p> <p>a) with respect to Sections A and C of this policy, every other person who personally drives or uses, in connection with the business described in the Declarations, any automobile other than:</p>	13

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<p>4. ADDITIONAL COVERAGES</p> <p>When the principal coverage applies, Section C will include the following additional coverage:</p> <p>4.1 Protection and defence of insured persons' interests</p> <p>When a loss is reported, the insurer will protect the interests and assume the defence of the insured persons.</p> <p>The insurer is free to act as it wishes with regard to any investigation, transaction or settlement.</p>	<p>SECTION C</p> <p>ADDITIONAL AGREEMENTS</p> <p>Where indemnity is provided by this section the Insurer shall:</p> <p>(1) immediately upon receipt of notice of loss, to serve any person insured by this section by such investigation thereof, or by such transactions with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer;</p> <p>(2) to take up the interest of any person entitled to the benefit of the insurance and assume his defense in any action which may be brought against him;</p>	10
<p>4.2 Bearing certain costs related to legal action</p> <p>When an insured person is sued, the insurer will bear</p> <ul style="list-style-type: none"> ▪ the legal and other costs arising from the lawsuit; and ▪ any interest on the amount of insurance. 	<p>SECTION C</p> <p>ADDITIONAL AGREEMENTS</p> <p>(3) to bear, over and above the proceeds of the insurance, costs and expenses resulting from actions against the Insured, including those of the defense, and interest on the proceeds of the insurance;</p>	10
<p>4.3 Bearing costs claimed by municipality</p> <p>Under the <i>Act respecting municipal taxation</i> and its regulations, where costs are claimed from the named insured, the insurer bears the costs charged to the owner of the insured vehicle by a municipality for the use of its fire protection service to prevent or fight a fire.</p>	<p>SECTION C</p> <p>ADDITIONAL AGREEMENTS</p> <p>(4) to bear any fees charged to the owner of a customer's automobile by a municipality under the <i>Act respecting municipal taxation</i> for the use of its fire protection service when the fire department is called to prevent or fight fire in this automobile, when these fees are charged against the Insured.</p>	10

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<p>5. EXCLUSIONS</p> <p>Section C excludes:</p> <p>A. Damage to tires, except:</p> <ul style="list-style-type: none"> ▪ if damage is coincident with other damage insured under the same coverage; or ▪ in case of fire, theft or malicious mischief insured under the same coverage. 	<p>SECTION C</p> <p>EXCLUSIONS</p> <p>The Insurer shall not be liable:</p> <p>(1) Under any subsection of Section C for loss or damage:</p> <p>(a) to 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 such subsection or is caused by fire, theft or malicious mischief covered by such subsection;</p>	9
<p>B. Damage caused by:</p> <ul style="list-style-type: none"> ▪ breakdown; ▪ corrosion; ▪ explosion within the combustion chamber; ▪ freezing; ▪ mechanical failure; ▪ normal wear and tear; and ▪ rust.. <p>However, such damage will not be excluded:</p> <ul style="list-style-type: none"> ▪ if damage is coincident with other damage insured under the same coverage; or ▪ in case of fire, theft or malicious mischief insured under the same coverage. 	<p>SECTION C</p> <p>EXCLUSIONS</p> <p>The Insurer shall not be liable:</p> <p>(1) Under any subsection of Section C for loss or damage:</p> <p>(a) to 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 such subsection or is caused by fire, theft or malicious mischief covered by such subsection;</p>	9
<p>C. For Protection 2 only, damage to the insured vehicle occurring after the theft of the vehicle and before its recovery by the named insured.</p>	<p>SECTION C</p> <p>EXCLUSIONS</p>	9

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<p>However, such damage will not be excluded if the theft was committed by :</p> <ul style="list-style-type: none"> ▪ a person whose domicile is the same as that of the named insured; ▪ a person employed by the named insured in connection with a described business activity. 	<p>The Insurer shall not be liable:</p> <p>(2) Under Subsection 2, for loss or damage occurring after the theft of the automobile and before recovery by the Insured except where the theft has been committed by a person or persons (i) whose domicile is the same as the Insured's or (ii) employed by the Insured in connection with the business described in the Declarations;</p>	
<p>D. For Protection 3 and Protection 4 only, theft committed by one of the following persons:</p> <ul style="list-style-type: none"> ▪ a person whose domicile is the same as that of the named insured; ▪ a person employed by the named insured in connection with a described business activity, whether or not the theft occurs in the course of such employment. 	<p>SECTION C</p> <p>EXCLUSIONS</p> <p>The Insurer shall not be liable:</p> <p>(3) Under Subsections 3 and 4, for loss or damage caused by theft by any person or persons (i) whose domicile is the same as the Insured's or (ii) employed by the Insured in connection with the business described in the Declarations, whether the theft occurs in the course of such service or employment or not.</p>	9
<p>E. Tapes or accessories for use with a tape recorder, or compact discs, unless in place in a device.</p>	<p>SECTION C</p> <p>EXCLUSIONS</p> <p>The Insurer shall not be liable:</p> <p>(1) Under any subsection of Section C for loss or damage:</p> <p style="padding-left: 20px;">(b) 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;</p>	9
<p>F. Whether or not war is declared, damage caused directly or indirectly by :</p> <ul style="list-style-type: none"> ▪ bombardment; ▪ civil war; ▪ insurrection; ▪ invasion; 	<p>SECTION C</p> <p>EXCLUSIONS</p> <p>The Insurer shall not be liable:</p> <p>(1) Under any subsection of Section C for loss or damage:</p> <p style="padding-left: 20px;">(c) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped</p>	9

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<ul style="list-style-type: none"> ▪ military power; ▪ operation of armed forces while engaged in hostilities; ▪ rebellion; ▪ revolution; and ▪ usurped power. 	<p>power, or by operation of armed forces while engaged in hostilities, whether war be declared or not;</p>	
<p>6. DEDUCTIBLE PAYABLE BY NAMED INSURED</p> <p>The named insured must assume the deductible for the applicable protection. However, if the damage is caused by lightning or fire, the deductible will not apply.</p> <p>The deductible may apply:</p> <p>A. per insured vehicle that has incurred damage in one and the same loss; or</p> <p>B. per loss: The deductible applies only once for all damage arising out of the same cause in any one event, regardless of the number of vehicles having incurred damage; or</p> <p>C. on another basis agreed to with the insurer.</p> <p><i>To determine the terms under which the deductible will apply, refer to Item 4, “Declarations” or the applicable endorsement.</i></p>	<p>SECTION C</p> <p>DEDUCTIBLE CLAUSE</p> <p>The Insured shall be required to contribute the deductible amount stated in the Declarations with respect to loss or damage insured under Section C, except for loss or damage by fire or lightning, as follows :</p> <p>(a) If the deductible is on a per automobile basis, the deductible amount shall apply to loss or damage to each automobile.</p> <p>(b) If the deductible is on a per occurrence basis, the deductible amount shall apply to all loss or damage arising out of the same cause in any one event, regardless of the number of automobiles lost or damaged.</p> <p>(c) If the deductible is on another basis, the deductible amount shall apply as stated in the Declarations or in an endorsement attached to this policy.</p>	8
<p>7. INDEMNITY PAYABLE BY INSURER</p> <p>7.1 General rule</p> <p>The indemnity payable by the insurer is equal to the value of the damage, less the deductible. It also includes any expenses described under the additional coverage.</p> <p><i>For the rules to determine the value of damage, refer to Article 2, “Reporting a loss and submitting a claim.”</i></p>	<p><i>No reference</i></p>	n/a

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<p>7.2 Amount of insurance</p> <p>This Article 7.2 applies to Protection 1, except for damage caused by collision or upset, and Protections 3 and 4.</p> <p>The indemnity payable may not be greater than the amount of insurance that applies per specified location and per loss, plus any expenses described under the additional coverage.</p>	<p>SECTION C</p> <p>LIMITS OF LIABILITY</p> <p>This clause shall apply to all subsections of this section, except with respect to collision or upset.</p> <p>(1) The Insurer shall not be liable in any one occurrence:</p> <p>(a) with respect to a specified location: for any amount in excess of the amount stated in the Declarations for that location, subject to the provisions stated in (2) below;</p>	<p>9</p>
<p>7.2.1 Amount of insurance for newly acquired location</p> <p>A location is deemed newly acquired if:</p> <ul style="list-style-type: none"> ▪ it has been acquired by the named insured during the insurance contract period for the purpose of carrying out a described business activity; <p>and</p> <ul style="list-style-type: none"> ▪ the insurer has been informed of the new acquisition within 14 days thereof. <p>The amount of insurance applicable to a newly acquired location is as follows:</p> <ul style="list-style-type: none"> ▪ If there is only one specified location, the amount of insurance on this location will apply. ▪ If there are more than one specified locations, the lesser amount of insurance on those locations will apply. 	<p>(b) with respect to a location newly acquired during the contract period and used in the business specified in the Declarations: for an amount exceeding the lowest amount stated for any specified location, provided such new location is notified to the Insurer within fourteen days following the date of acquisition;</p>	<p>9</p>
<p>7.2.2 Amount of insurance for location not used by named insured</p> <p>For a location not used by the named insured where a garage business is carried out, the maximum amount payable by the insurer is determined as follows:</p> <ul style="list-style-type: none"> ▪ If there are four insured vehicles or less, the amount is equal to 	<p>(c) with respect to a location not used by the Insured where a garage business is conducted: for any amount exceeding the value of four customers' automobiles at that location.</p> <p>However, where there are more than four automobiles, the Insurer's liability shall not exceed four times the average value of all customers' automobiles on the premises.</p>	<p>9</p>

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<p>the total value of the vehicles.</p> <ul style="list-style-type: none"> If there are more than four insured vehicles, the amount is equal to four times the average value of the vehicles. 		
<p>7.2.3 Amount of insurance where the insurance premium is takes into account co-insurance</p> <p>Where the insurance premium takes into account co-insurance, the named insured must maintain an amount of insurance for each specified location that is equal to or greater than the minimum amount determined as follows:</p> $\text{Minimum amount} = \frac{\text{Percentage indicated in Item 4, "Declarations" for Section C}}{\text{Total value of insured vehicles at the specified location}} \times \text{Total value of insured vehicles at the specified location}$	<p>SECTION C</p> <p>LIMITS OF LIABILITY</p> <p>(2) Co-insurance clause. Where the premium is determined on a co-insurance basis, the Insured shall maintain insurance on the automobiles insured at each specified location, to the extent of at least the amount produced by multiplying the total value of the automobiles by the co-insurance percentage stated in Item 4 of the Declarations and, failing to do so, shall only be entitled, in the event of a partial loss, to that portion of the loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause. The co-insurance clause shall not apply where the loss or damage is confined to one automobile only.</p>	9
<p>If this minimum amount is not maintained, in the event of a partial loss, the named insured must pay a portion of the value of damage. The indemnity payable by the insurer will be limited to the amount determined as follows:</p> $\text{Indemnity payable} = \frac{\text{Amount of insurance for Section C}}{\text{Minimum amount}} \times \text{Value of damage}$ <p>If only one insured vehicle incurs damage in the event of loss, the co-insurance clause does not apply.</p>	<p>SECTION C</p> <p>LIMITS OF LIABILITY</p> <p>(2) Co-insurance clause. Where the premium is determined on a co-insurance basis, the Insured shall maintain insurance on the automobiles insured at each specified location, to the extent of at least the amount produced by multiplying the total value of the automobiles by the co-insurance percentage stated in Item 4 of the Declarations and, failing to do so, shall only be entitled, in the event of a partial loss, to that portion of the loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause. The co-insurance clause shall not apply where the loss or damage is confined to one automobile only.</p>	9

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<p>7.3 Specific rules for trailers or semi-trailers attached to a motor vehicle</p> <p>If one or more trailers or semi-trailers are attached to a motor vehicle and the vehicles incur damage in one and the same loss, the vehicles will be held to be separate vehicles for the application of the protections, amounts of insurance and deductibles.</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>6. TWO OR MORE AUTOMOBILES</p> <p>(a) A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be one automobile under Section A. Where two or more automobiles are insured under one or more contracts issued by the same insurer, only one amount of insurance, the highest, shall apply in the event of loss under Section A.</p> <p>(b) A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the amount(s) of insurance, including any deductible provisions, under Sections B and C.</p>	11
GENERAL CONDITIONS	CONDITIONS	
<p>1. LAWS APPLICABLE TO INSURANCE CONTRACT</p> <p>The insurance contract is governed by the following laws:</p> <ul style="list-style-type: none"> ▪ <i>Civil Code of Québec</i>; ▪ <i>Code of Civil Procedure</i> of Québec; ▪ <i>Automobile Insurance Act</i> and its regulations; and ▪ <i>Act respecting off-highway vehicles</i>, where applicable. <p>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.</p>	<p>CONDITIONS</p> <p><i>Introductive paragraph</i></p> <p>This contract is subject to the Civil Code of Quebec, the Code of Civil Procedure of Quebec, the Automobile Insurance Act and its regulations and the Act respecting vehicles, if applicable.</p>	
<p>2. PLACES WHERE COVERAGE APPLIES</p> <p>The coverage provided under the insurance contract will apply only if the loss occurs:</p> <ul style="list-style-type: none"> ▪ in Canada or the United States; or 	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>1. TERRITORY</p> <p>Unless extended by endorsement, insurance provided by this contract applies only within Canada, the United States of America</p>	

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<ul style="list-style-type: none"> ▪ on a vessel or in an aircraft travelling between the seaports and airports of those countries. <p>The insurer may accept, by way of endorsement, to cover a loss that occurs elsewhere.</p>	<p>and upon a vessel or aircraft serving ports or airports of those countries.</p>	
<p>3. CONTINUATION OF COVERAGE AFTER LOSS</p> <p>A loss does not cause the insurance contract to terminate.</p>	<p>CONDITIONS</p> <p>16. CONTINUATION OF COVERAGE</p> <p>Coverage is maintained after a loss.</p>	14
<p>4. DISCLOSURE TO INSURER</p> <p>4.1 Initial declaration of risk</p> <p>The client, and the insured person if the insurer requires it, is bound to represent the facts known to them that are likely to materially influence an insurer in :</p> <ul style="list-style-type: none"> ▪ analyzing the risk; ▪ deciding whether or not to cover the risk; or ▪ setting the insurance premium. <p>However, the client and the insured person are not required to represent facts already known to the insurer or which the insurer is presumed to know because of their notoriety, unless the insurer asks questions in that regard.</p>	<p>CONDITIONS</p> <p>1. REPRESENTATION OF RISK</p> <p>The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.</p> <p>[. .]</p>	14
<p>4.2 Aggravation of risk</p> <p>4.2.1 Obligation of insured person</p> <p>The insured person is required to promptly report to the insurer any change that increases the risks specified in the insurance contract.</p> <p>The facts to be reported must result from events within the control of the insured person. They must also be likely to materially influence an insurer in :</p>	<p>CONDITIONS</p> <p>2. MATERIAL CHANGE IN RISK</p> <p>The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it.</p> <p>[. .]</p>	14

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<ul style="list-style-type: none"> ▪ analyzing the risk; ▪ deciding whether to continue or terminate the insurance contract; or ▪ setting the insurance premium. 		
<p>4.2.2 Rights of insurer</p> <p>Upon being informed of any new facts, the insurer may:</p> <ul style="list-style-type: none"> ▪ propose a new insurance premium to the named insured in writing. The named insured must then accept and pay the new insurance premium within 30 days of the proposal, failing which the insurance contract will terminate; or ▪ cancel the insurance contract subject to the conditions set out in Article 3, “<i>Effective date, renewal and expiry of insurance contract.</i>”. <p>However, if the insurer continues to accept payment of the insurance premium or if the insurer pays an indemnity after a loss, the insurer will be deemed to have accepted the new facts as reported.</p>	<p>CONDITIONS</p> <p>2. MATERIAL CHANGE IN RISK</p> <p>[. . .]</p> <p>On being notified of any material change in the risk, the Insurer may, under Condition 21, cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty days of the proposal, the policy ceases to be in force.</p> <p>If the Insurer continues to accept the premiums or if he pays an indemnity after a loss, he is deemed to have acquiesced in the change notified to him.</p>	14
<p>4.3 Consequences of misrepresentation or non-disclosure</p> <p>4.3.1 Consequences for Section A</p> <p>A. <u>Nullification of Section A</u></p> <p>Section A may be nullified at any time at the instance of the insurer if:</p> <p>(a) the client or an insured person:</p> <ul style="list-style-type: none"> ▪ has falsely declared any of the information that must be reported, as stated in Articles 4.1 and 4.2 of this section (known as “misrepresentation”); or ▪ has voluntarily failed to disclose any of the information referred to in Articles 4.1 and 4.2 of this section (known as “concealment”); <p>and</p>	<p>CONDITIONS</p> <p>3. MISREPRESENTATIONS OR CONCEALMENT</p> <p>Section A of the policy may be nullified at the instance of the Insurer where the Insured or the client has misrepresented or concealed relevant facts mentioned in Condition 1 and in the first paragraph of Condition 2 which are likely to materially influence a reasonable insurer in the decision to cover the risk. <i>Unless such misrepresentation or concealment is established, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.</i></p> <p>[. . .]</p>	14

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(b) such misrepresentation or concealment is likely to substantially influence a reasonable insurer in the decision to cover the risk.		
<p>B. <u>Reduction of indemnity following a loss</u></p> <p>If, following a loss, the insurer fails to establish that the misrepresentation or concealment was likely to substantially influence a reasonable insurer in the decision to cover the risk, the insurer will be required to pay a portion of the indemnity.</p> <p>The indemnity is calculated in proportion to the insurance premium established by the insurer before becoming aware of the misrepresentation or concealment, divided by the insurance premium that the insurer would have established had the client or the insured person provided the information that they were required to disclose.</p>	<p>CONDITIONS</p> <p>3. MISREPRESENTATIONS OR CONCEALMENT</p> <p>Section A of the policy may be nullified at the instance of the Insurer where the Insured or the client has misrepresented or concealed relevant facts mentioned in Condition 1 and in the first paragraph of Condition 2 which are likely to materially influence a reasonable insurer in the decision to cover the risk. Unless such misrepresentation or concealment is established, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.</p> <p>[. . .]</p>	14
<p>4.3.2 Consequences for Sections B and C</p> <p>A. <u>Nullification of Section B or Section C</u></p> <p>Section B or Section C may be nullified at any time at the instance of the insurer if:</p> <p>a) the client or an insured person:</p> <ul style="list-style-type: none"> ▪ has falsely declared any of the information that must be reported, as stated in Articles 4.1 and 4.2 of this section (known as “misrepresentation”); or ▪ has voluntarily failed to disclose any of the information referred to in Articles 4.1 and 4.2 of this section (known as “concealment”); <p>and</p> <p>b) such misrepresentation or concealment is likely to substantially</p>	<p>CONDITIONS</p> <p>3. MISREPRESENTATIONS OR CONCEALMENT</p> <p>[. . .]</p> <p>Sections B and C of the policy may be nullified at the instance of the Insurer where the Insured or the client has misrepresented or concealed relevant facts mentioned in Condition 1 and in the first paragraph of Condition 2 which are likely to materially influence a reasonable insurer, even in respect of losses not connected with the risk so misrepresented or concealed. Unless the bad faith of the Insured or the client is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.</p>	14

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<p>influence a reasonable insurer in the decision to cover the risk.</p> <p>Following a loss, Section B or Section C may be nullified at the instance of the insurer even if the loss does not result from the risk so misrepresented or concealed.</p>		
<p>B. <u>Reduction of indemnity following a loss</u></p> <p>Following a loss, and notwithstanding any misrepresentation or concealment, the insurer is required to pay a portion of the indemnity if the insurer fails to establish :</p> <ul style="list-style-type: none"> ▪ the bad faith of the named insured or the client; or ▪ that it would not have covered the risk had it known the true facts. <p>The indemnity is calculated in proportion to the insurance premium established by the insurer before becoming aware of the misrepresentation or concealment, divided by the insurance premium that the insurer would have established had the client or the insured person provided the information that they were required to disclose.</p>	<p>CONDITIONS</p> <p>3. MISREPRESENTATIONS OR CONCEALMENT</p> <p>[. .]</p> <p>Sections B and C of the policy may be nullified at the instance of the Insurer where the Insured or the client has misrepresented or concealed relevant facts mentioned in Condition 1 and in the first paragraph of Condition 2 which are likely to materially influence a reasonable insurer, even in respect of losses not connected with the risk so misrepresented or concealed. Unless the bad faith of the Insured or the client is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.</p>	14
<p>5. BREACH OF WARRANTY</p> <p>In the event of a breach of warranty aggravating the risk, coverage of the risk subject to the warranty will be suspended.</p> <p>The suspension will cease when:</p> <ul style="list-style-type: none"> ▪ an insured person remedies the breach; or ▪ the insurer gives its consent. <p>Warranties may be found, among others, in:</p> <ul style="list-style-type: none"> ▪ the “<i>Declarations</i>” section; and ▪ the endorsements. 	<p>CONDITIONS</p> <p>4. BREACH OF WARRANTY</p> <p>A breach of warranty aggravating the risk suspends the coverage. The suspension ceases upon the acquiescence of the Insurer or the remedy of the breach.</p>	14

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<p>6. PROHIBITED USE OF INSURED VEHICLE</p> <p>The insured vehicle may not be driven or operated by the insured persons:</p> <p>A. When the insured persons:</p> <ul style="list-style-type: none"> ▪ are under 16 years of age or the legal age to drive; and ▪ are not authorized to drive, by law, or qualified to drive or operate the vehicle. <p>B. To make any illicit trade or transportation.</p> <p>C. To participate in a race or speed test.</p> <p>In addition, the insured persons are not to allow another person to use the insured vehicle in the above situations.</p>	<p>CONDITIONS</p> <p>5. PROHIBITED USE</p> <p>The Insured shall not drive or operate the automobile nor permit the use of the automobile by others:</p> <p>(a) unless the driver is for the time being authorized by law or qualified to drive or operate the automobile, or while he is under 16 years of age or under such other age as is prescribed by law to drive an automobile;</p> <p>(b) for any illicit trade or transportation;</p> <p>(c) in any race or speed test.</p>	15
<p>7. INSPECTION OF INSURED VEHICLES</p> <p>At any reasonable time, the insurer is entitled to inspect the insured vehicles and their equipment and accessories.</p>	<p>CONDITIONS</p> <p>6. INSPECTION OF AUTOMOBILE</p> <p>The Insurer shall be permitted at all reasonable times to inspect the automobile and its equipment.</p>	15
<p>8. EXAMINATION OF NAMED INSURED'S BOOKS AND RECORDS</p> <p>The insurer may examine the books and records of the named insured relating to the insurance contract. The insurer may do so provided it:</p> <ul style="list-style-type: none"> ▪ gives 14 days prior notice to the named insured; ▪ obtains the written consent of the named insured; and ▪ conducts the examination during the named insured's business hours. 	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>4. AUDIT</p> <p>Provided the Insured has authorized the Insurer in writing, the Insurer may at any time during regular business hours and upon fourteen days prior notice examine the books and records of the Insured insofar as they relate to the subject matter of the contract.</p>	14
<p>9. NOTICES TO INSURER AND NAMED INSURED</p> <p>Notices to the insurer may be sent by any recognized means of</p>	<p>CONDITIONS</p> <p>22. NOTICE</p>	19

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<p>communication to the insurer or its authorized representative.</p> <p>Notices to the named insured may be delivered personally to the named insured or by mail to the name insured's last known address.</p>	<p>Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. 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>	
REPORTING A LOSS AND SUBMITTING A CLAIM		
<p>1. WHAT TO DO IN THE EVENT OF LOSS</p> <p>1.1 Report information to insurer</p> <p>1.1.1 Report loss</p> <p>Notice must be given to the insurer as soon as an insured person becomes aware of a loss that may be covered under the insurance contract.</p> <p>Any interested person may also give such notice to the insurer.</p> <p>Failure to fulfil the obligation to report the loss will result in the insured person losing his or her right to indemnity if such failure causes prejudice to the insurer.</p>	<p>CONDITIONS</p> <p>7. NOTICE OF LOSS</p> <p>The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.</p> <p>The failure to fulfil the obligation set out in the preceding paragraph entails forfeiture of the right to indemnity where such failure has caused prejudice to the insurer.</p>	15
<p>1.1.2 Report any additional information</p> <p>When so requested by the insurer, the insured person will be required to inform the insurer as soon as possible of all the 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 insured vehicle or any other property; ▪ the rights of another person; and ▪ any other insurance contracts that may apply. <p>The insured person must also provide the insurer with supporting documents and declare under oath that all of the information provided</p>	<p>CONDITIONS</p> <p>8. INFORMATION TO BE PROVIDED</p> <p>At request of the Insurer, the Insured shall inform the Insurer as soon as possible of all the 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 him with vouchers and swear or warrant to the truth of the information.</p>	15

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<p>is true.</p> <p>If, for any serious reason, the insured person is unable to fulfil these obligations as soon as possible, the insured person will be entitled to a reasonable time in which to do so.</p>		
<p>If the insured person fails to fulfil these obligations, any interested person may do so on the insured person's behalf.</p> <p>The insured person must also provide the insurer promptly with a copy of any documents received in connection with a claim, including:</p> <ul style="list-style-type: none"> ▪ notices; ▪ letters; and ▪ summonses and any other pleading. 	<p>CONDITIONS</p> <p>8. INFORMATION TO BE PROVIDED</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>In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, summons or proceeding received in connection with a claim..</p>	15
<p>1.1.3 Consequences of deceitful representations</p> <p>If a person makes a deceitful representation relating to a loss, the person will lose his or her right to an 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>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>	<p>CONDITIONS</p> <p>9. 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>	15
<p>1.2 Fulfil obligations relating to insured vehicle</p> <p>1.2.1 Do not abandon insured vehicle</p> <p>The insured person must not abandon the insured vehicle or any other damaged property without the insurer's consent.</p>	<p>CONDITIONS</p> <p>10. ABANDONMENT, SAFEGUARDING AND EXAMINATION OF PROPERTY</p> <p>The Insured may not abandon the damaged property if there is no agreement to that effect with the Insurer.</p> <p>[...]</p>	15

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<p>1.2.2 Facilitate salvage and inspection of insured vehicle by insurer</p> <p>The insured person must facilitate the salvage of the insured vehicle and any other insured property.</p> <p>The insured person must also facilitate the inspection by the insurer. This includes allowing the insurer and its representatives to visit any premises and inspect the insured vehicle and its equipment and accessories.</p>	<p>CONDITIONS</p> <p>10. ABANDONMENT, SAFEGUARDING AND EXAMINATION OF PROPERTY</p> <p>[...]</p> <p>The Insured shall facilitate the salvage and inspection of the insured property by the Insurer. He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured automobile and its equipment.</p>	15
<p>1.2.3 Protect insured vehicle</p> <p>The insured person must ensure the protection of the insured vehicle from further loss or damage, as far as reasonably possible and at the expense of the insurer.</p> <p>If the insured person fails to fulfil this obligation, any damage resulting directly or indirectly will be at the insured person's expense.</p>	<p>CONDITIONS</p> <p>10. ABANDONMENT, SAFEGUARDING AND EXAMINATION OF PROPERTY</p> <p>[...]</p> <p>In addition, the Insured shall at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and any such further loss or damage accruing directly or indirectly from a failure to protect shall not be recoverable hereunder. No repairs shall be undertaken or any physical evidence of the loss or damage removed without the written consent of the Insurer, except such repairs as are immediately necessary for the protection of the automobile from further loss or damage, or until the Insurer has had a reasonable time to make the examination provided for in Condition 6.</p>	15
<p>1.2.4 Do not perform repairs or remove physical evidence</p> <p>Until the insurer has had a reasonable time to inspect the insured vehicle, as provided for in Article 7, "<i>General conditions</i>":</p> <ul style="list-style-type: none"> ▪ no repairs must be made to the vehicle; and ▪ no physical evidence of the damage must be removed from the vehicle. <p>However, such actions may be taken if:</p> <ul style="list-style-type: none"> ▪ they are necessary to protect the insured vehicle; or ▪ the insurer gives its consent in writing. 		
<p>1.3 Refrain from commenting on liability and from settling claim</p> <p>Except at his or her own cost, following a loss, the insured person</p>	<p>CONDITIONS</p> <p>11. ADMISSION OF LIABILITY AND COOPERATION</p>	16

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<p>must refrain from:</p> <ul style="list-style-type: none"> ▪ commenting on his or her liability; and ▪ settling or attempting to settle any claim. <p>Should an insured person enter into an agreement (called a “transaction”) in respect of the loss, without the consent of the insurer, the insurer will not be bound by such agreement.</p>	<p>No transaction made without the consent of the Insurer may be set up against him.</p> <p>The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own cost.</p> <p>The Insured shall cooperate with the Insurer in the processing of all claims</p>	
<p>1.4 Cooperate with insurer</p> <p>The insured person must cooperate with the insurer in the processing of any claim.</p>		
<p>2. HOW TO CALCULATE VALUE OF DAMAGE</p> <p>The value of damage payable by the insurer may not be greater than the “actual cash value” of the insured vehicle.</p> <p>Once the named insured has been indemnified, the insurer has the right to recover the damaged property in whole or in part (called “right of salvage”).</p>	<p>CONDITIONS</p> <p>12. VALUATION AND MANNER OF PAYMENT</p> <p>The Insurer shall not be liable beyond the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated with proper deduction for depreciation, however caused, and shall in no event exceed what it would cost to repair or replace the automobile or any part thereof with material of like kind and quality provided that in the event of any part of the automobile being obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of original equipment manufacturer parts at the time of loss or damage not exceeding the manufacturer’s latest list price.</p> <p>[...]</p> <p>In all cases, the salvage, if any, shall revert to the Insurer.</p>	16
<p>2.1 Value of damage payable by insurer for repair of insured vehicle</p> <p>The value of damage is determined on the basis of, among other</p>	<p>CONDITIONS</p> <p>12. VALUATION AND MANNER OF PAYMENT</p> <p>The Insurer shall not be liable beyond the actual cash value of the</p>	16

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<p>things, the cost of materials at the time of loss.</p> <p>The materials used to repair the insured vehicle, or to replace the damaged parts, must be of like kind and quality, taking into account any kind of depreciation.</p>	<p>automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated with proper deduction for depreciation, however caused, and shall in no event exceed what it would cost to repair or replace the automobile or any part thereof with material of like kind and quality provided that in the event of any part of the automobile being obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of original equipment manufacturer parts at the time of loss or damage not exceeding the manufacturer's latest list price.</p> <p>[...]</p>	
<p>2.1.1 Clarification concerning automobile body parts</p> <p>The insurer will determine the cost of materials on the basis of original equipment manufacturer parts if:</p> <ul style="list-style-type: none"> ▪ the vehicle is less than two years old or has less than 40,000 km; or ▪ the vehicle is used for commercial purposes and is less than one year old. <p>In all other instances, the insurer may base its determination on the cost of similar automobile body parts. However, the named insured may ask for original equipment manufacturer parts, if available, and must inform the insurer accordingly when reporting the loss. The insurer will then specify the applicable conditions and additional costs that the named insured will be required to pay.</p>	<p>CONDITIONS</p> <p>12. VALUATION AND MANNER OF PAYMENT</p> <p>[...]</p> <p>For the purposes of the above coverage, the value of damages caused to the owned automobile shall be based on original equipment manufacturer parts where the age of the automobile and mileage are less than two (2) years and forty thousand kilometres (40,000 km), or less than one (1) year in the case of an automobile used for commercial purposes. Where the age and mileage are greater, such value may be based on similar automobile parts. However, the Insured may opt for original equipment manufacturer parts, if available, by communicating such option to the Insurer at the time of the notice of loss. The Insurer shall then specify the applicable conditions and additional costs that the Insured shall assume as a result of such option.</p>	16
<p>2.1.2 Parts out of stock or no longer manufactured</p> <p>If the materials needed to repair the vehicle include replacement parts that are out of stock or no longer manufactured, the liability of the insurer will be limited to the latest list price of original equipment manufacturer parts.</p> <p>The insurer may also take into account any kind of depreciation.</p>	<p>CONDITIONS</p> <p>12. VALUATION AND MANNER OF PAYMENT</p> <p>The Insurer shall not be liable beyond the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated with proper deduction for depreciation, however caused, and shall in no event exceed what it</p>	16

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	<p>would cost to repair or replace the automobile or any part thereof with material of like kind and quality provided that in the event of any part of the automobile being obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of original equipment manufacturer parts at the time of loss or damage not exceeding the manufacturer's latest list price</p> <p>[...]</p>	
<p>2.2 Value of damage payable by insurer for insured vehicle if total loss</p> <p>If the insured vehicle is a total loss or constructive total loss, the value of damage will be equal to the “actual cash value” of the insured vehicle.</p> <p>In spite of the total loss or constructive total loss of the insured vehicle, the named insured may ask for the vehicle to be restored to the condition it was in at the time of loss.</p> <p>The named insured must provide the insurer with supporting evidence to determine the vehicle’s condition at the time of loss.</p> <p>In such instance, the insurer must accept the request if it considers that the costs are reasonable to restore the vehicle to the condition it was in at the time of loss.</p>	<p>CONDITIONS</p> <p>12. VALUATION AND MANNER OF PAYMENT</p> <p>[...]</p> <p>In the event of a total or constructive total loss, the Insurer agrees, at the option of the Insured and subject to supporting evidence, to cover reasonable expenses incurred to restore the automobile to the same condition as it was before the loss.</p> <p>[...]</p>	16
<p>2.3 Value of damage where insurer may decide to repair, rebuild or replace damaged property</p> <p>In the absence of arbitration, and subject to the rights of preferred and hypothecary creditors, the insurer may decide to repair, rebuild or replace the damaged property with other property of like kind and quality, instead of making a cash payment.</p> <p>Before repairing, rebuilding or replacing the property, the insurer must inform the named insured in writing within seven days after receipt of the proof of loss..</p>	<p>CONDITIONS</p> <p>12. VALUATION AND MANNER OF PAYMENT</p> <p>[...]</p> <p>Except where an arbitration has been made and subject to the rights of preferred and hypothecary creditors, the Insurer, instead of making payment may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality, giving written notice of its intention so to do within seven days after the receipt of the proofs of loss.</p>	16

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<p>In addition, the property must be repaired, rebuilt or replaced within a reasonable amount of time.</p>		
<p>3. RIGHT OF INSURER AFTER PAYING AN INDEMNITY (RIGHT OF SUBROGATION)</p> <p>3.1 General rule</p> <p>After paying an indemnity, the insurer will be subrogated to the rights of the insured person against the person responsible for the damage. This means that the rights of the insured person are transferred to the insurer.</p> <p>Subrogation operates up to the amount of the indemnity paid by the insurer.</p> <p>If the insurer cannot exercise its right of subrogation due to any act of the insured person, the insurer may be fully or partly released from its obligations towards the insured person.</p>	<p>CONDITIONS</p> <p>18. SUBROGATION</p> <p><i>Subject to Additional Agreement (3) of Section B</i>, the Insurer shall be subrogated to the extent of the amount paid under this contract to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household.</p> <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>18</p>
<p>3.2 Exceptions</p> <p>In the following two instances, the insurer cannot ask the person responsible for the damage to reimburse the indemnity that it has paid:</p> <p>A. When that person is a member of the insured person's household;</p> <p>B. For Section B only, when that person had care, custody or control of the insured 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 loss other than as an employee, shareholder, member or partner of the named insured; or ▪ failed to comply with the insurance contract. 	<p>CONDITIONS</p> <p>18. SUBROGATION</p> <p><i>Subject to Additional Agreement (3) of Section B</i>, the Insurer shall be subrogated to the extent of the amount paid under this contract to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household.</p> <p>SECTION B</p> <p>ADDITIONAL AGREEMENTS</p> <p>(3) to waive subrogation against every person who, with the Insured's consent, has care, custody or control of the automobile, provided always that this waiver shall not apply to any person having such care, custody or control in the course of a garage business, other than an employee or a shareholder, member or partner of the Insured, or who has</p>	<p>18</p> <p>8</p>

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	committed a breach of any condition of this contract..	
<p>4. ARBITRATION IN THE EVENT OF DISAGREEMENT BETWEEN NAMED INSURED AND INSURER</p> <p>4.1 Request for arbitration</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; ▪ the adequacy of the repair or replacement. <p>Arbitration may be requested even if the validity of the insurance contract is being challenged.</p>	<p>CONDITIONS</p> <p>13. 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 the replacement, and independently of all other questions respecting the validity of the contract.</p>	16
<p>4.1.1 Request made by named 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 name insured an acknowledgment of receipt within 15 days after receiving the notice.</p>	<p>CONDITIONS</p> <p>13. ARBITRATION</p> <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. <i>If the insurer so requests, the insured must confirm acceptance or refusal within the same amount of time.</i></p>	16
<p>4.1.2 Request made by insurer</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 name insured an acknowledgment of receipt within 15 days after receiving the notice.</p>	<p>CONDITIONS</p> <p>13. ARBITRATION</p> <p><i>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.</i></p>	16

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<p>4.2 Designation of experts and arbitrator</p> <p>The insurer and the named insured must each choose an expert.</p> <p>Depending on the nature of the disagreement, both experts must determine:</p> <ul style="list-style-type: none"> ▪ the nature, extent and value of the damage. In order to do so, they must assess separately the “actual cash value” and the cost of repair or replacement; or ▪ the adequacy of the repair or replacement. <p>If their assessments differ, the experts must try to agree on a common value.</p> <p>Should they fail to 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>CONDITIONS</p> <p>13. ARBITRATION</p> <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 replacement. Failing to agree they shall submit their differences to a disinterested arbitrator they have appointed.</p>	17
<p>The insurer or the named insured must ask a competent court where the arbitration takes place to appoint the arbitrator or experts if:</p> <ul style="list-style-type: none"> ▪ the insurer or the named insured fail to choose an expert within 30 days of the date of notice; ▪ the experts fail to choose an arbitrator within 15 days of their appointment; ▪ one of the experts or the arbitrator refuses to act or is unavailable. 	<p>CONDITIONS</p> <p>13. ARBITRATION</p> <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>	17
<p>4.3 Value of damage payable by insurer</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 to the insurer; or ▪ within 60 days after receipt by the insurer of the information or supporting documents that it requested. 	<p>CONDITIONS</p> <p>13. ARBITRATION</p> <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 notice of loss or receipt of the information or supporting documents required by the insurer.</p>	17

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<p>However, if the validity or application of the insurance contract is being challenged, the insurer will not be required to pay such amount within the above time periods.</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>	<p>CONDITIONS</p> <p>15. TIME OF PAYMENT</p> <p>Claims under Section B shall be paid within <i>sixty days after receipt of notice of loss or of information or proof of loss required by the Insurer or</i>, where an arbitration is held, within fifteen days after award is accepted by the Insured</p>	17
<p>4.4 Conduct of arbitration</p> <p>The arbitration must follow the procedure outlined in articles 620 to 655, <i>Code of Civil Procedure</i> of Québec, with the necessary modifications due to specific rules set out in the insurance contract.</p> <p>As stated in article 632, <i>Code of Civil Procedure</i> of Québec, the arbitrator may decide which procedure to apply for arbitration. Nonetheless, the arbitrator must ensure that the rules set out in articles 620 to 655, <i>Code of Civil Procedure</i> of Québec, are followed.</p>	<p>CONDITIONS</p> <p>13. ARBITRATION</p> <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. <i>The arbitration proceedings shall be held at a place in accordance with the domicile of the insured.</i></p>	17
<p>4.5 Choice of language</p> <p>The arbitrator, the insurer and the named insured may use the language of their choice during arbitration proceedings. Arrangements must be made to ensure that proceedings are understood by everyone.</p>	<p>CONDITIONS</p> <p>13. ARBITRATION</p> <p><i>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.</i></p>	17
<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>CONDITIONS</p> <p>13. ARBITRATION</p> <p><i>Subject to this clause, the arbitration shall follow the</i></p>	17

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	<p>procedure in sections 940 to 951.2 of the Code of Civil Procedure of Quebec, 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>4.7 Arbitrator's decision</p> <p>The arbitrator renders a decision based on the applicable laws of Québec.</p>	<p>CONDITIONS</p> <p>13. ARBITRATION</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>	17
<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>	<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>	17
<p>4.8 Costs and fees of arbitration</p> <p>The insurer and the named insured each pay the costs and fees of their own expert and half the costs and fees of the arbitration proceedings.</p> <p>However, if the arbitrator considers that the method for sharing the costs and fees of the arbitration proceedings is not justified or fair in the circumstances, the arbitrator may decide otherwise.</p>	<p>CONDITIONS</p> <p>13. ARBITRATION</p> <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>	17

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<p>5. PRESERVATION OF RIGHTS OF NAMED INSURED AND INSURER</p> <p>The actions of the named insured or the insurer are not considered as a waiver of their rights under the insurance contract if they relate to:</p> <ul style="list-style-type: none"> ▪ investigation of loss; ▪ settlement of loss; ▪ arbitration; and ▪ proof of loss. 	<p>CONDITIONS</p> <p>14. NON-WAIVER</p> <p>Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this contract by any act relating to arbitration or to the delivery and completion of proofs of loss, or to the investigation or adjustment of the claim.</p>	17
<p>6. TIME TO START LEGAL ACTION UNDER INSURANCE CONTRACT (PRESCRIPTION PERIOD)</p> <p>Any legal action arising from the insurance contract, including a lawsuit, must be started within three years after the date on which the right of action has arisen.</p>	<p>CONDITIONS</p> <p>17. PRESCRIPTION</p> <p>Every action against the Insurer under this contract is prescribed by three years from the date the right of action has arisen.</p>	17
<p>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p>	<p><i>New title</i></p>	n/a
<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 endorsements.</p>	<p><i>New clause</i></p>	n/a
<p>2. RENEWAL OF INSURANCE CONTRACT</p> <p>Upon its date of expiry, the insurance contract will be renewed automatically, unless notice to the contrary is given by the named insured or the insurer.</p> <p>The insurance contract will be renewed for the same insurance premium and the same period, unless notice to the contrary is given</p>	<p>CONDITIONS</p> <p>20. RENEWAL OF CONTRACT</p> <p>This contract shall be renewed of right, for the same premium and for the same period, at expiry, unless notice to the contrary is given by the Insurer or the Insured; if given by the Insurer, the notice of non-renewal or of a change in the premium must be sent to the Insured, at his last known address, not later than the</p>	18

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<p>by the named insured or the insurer.</p> <p>The notice sent by the insurer may be a notice of non-renewal or a notice to change the insurance premium. The notice must be sent to the named insured no later than 30 days before the date of expiry of the insurance contract, at the last known address of the named insured.</p> <p>If the named insured uses an insurance broker, the insurer's notice must be sent to the insurance broker who must then deliver it to the named insured.</p>	<p>thirtieth day preceding the date of expiry, counting that date.</p> <p>Where the Insured deals through a broker, the notice provided for in the first paragraph is sent by the Insurer to the broker, the latter being entrusted to remit it to the Insured.</p>	
<p>3. CANCELLATION OF INSURANCE CONTRACT (ENDING OF INSURANCE CONTRACT)</p> <p>3.1 Cancellation by named insured</p> <p>3.1.1. Conditions to be met</p> <p>The named insured may cancel the insurance contract at any time by giving written notice to the insurer.</p> <p>Named insureds may mandate one or more of them to send a notice on behalf of them all.</p> <p>Cancellation takes effect upon receipt by the insurer of the notice from each named insured or his or her mandatary.</p>	<p>CONDITIONS</p> <p>21. CANCELLATION</p> <p>This contract may be canceled 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 and the Insured shall therefore 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, on the basis of the Cancellation Table herein;</p> <p>[...]</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>	18
<p>3.1.2 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>However, if the insurance premium was paid to the insurer by the insurance broker, the named insured may be refunded solely for what</p>	<p>CONDITIONS</p> <p>21. CANCELLATION</p> <p>In this Condition, the words premium actually paid mean the premium actually paid by the Insured to the Insurer or its agent, but do not include any premium or part thereof paid to the Insurer by an agent unless actually paid to the agent by the Insured.</p>	18

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has actually been paid or refunded to the insurance broker.		
<p>3.2 Cancellation by insurer</p> <p>3.2.1 Conditions to be met</p> <p>A. <u>Cancellation within 60 days</u></p> <p>The insurer may cancel the insurance contract within 60 days after its effective date.</p> <p>The insurer must send a written notice to each named insured or his or her mandatary.</p> <p>Cancellation takes effect 15 days after receipt of the notice by each named insured or his or her mandatary, at their last known address.</p>	<p>CONDITIONS</p> <p>21. CANCELLATION</p> <p>(b) within sixty days after its coming into force, by the Insurer giving written notice to each Named Insured. Cancellation takes effect fifteen days following receipt of such notice by the Named Insured at his last known address.</p> <p>[...]</p>	18
<p>B. <u>Cancellation after 60 days</u></p> <p>More than 60 days after the effective date of the insurance contract, the insurer may cancel the insurance contract only if:</p> <ul style="list-style-type: none"> ▪ there has been an aggravation of risk which is likely to materially influence a reasonable insurer in its decision to maintain the insurance contract; or ▪ the insurance premium has not been paid. <p>The insurer must send a written notice to each named insured or his or her mandatary.</p> <p>Cancellation is effective either:</p> <ul style="list-style-type: none"> ▪ 30 days after receipt of the notice by each named insured or his or her mandatary, at their last known address; or ▪ 15 days after receipt of the notice by each named insured or his or her mandatary, at their last known address, if the described vehicle is a vehicle under Title VIII.1, <i>Highway Safety Code</i>, and is not a school bus. 	<p>CONDITIONS</p> <p>21. CANCELLATION</p> <p>[...]</p> <p>At the expiry of such period of sixty days, the contract shall not be cancelled by the Insurer except in the case of an aggravation of risk which is likely to materially influence a reasonable insurer in the decision to continue to insure, or when the premium has not been paid. The Insurer so wishing to cancel the contract shall notify each Named Insured in writing; cancellation takes effect thirty days following receipt of such notice by the Named Insured at his last known address or, if the Described Automobile, with the exception of a school bus, is an automobile contemplated in Title VIII.1 of the Highway Safety Code, fifteen days after receipt of the notice.</p> <p>[...]</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>	18

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	The Insurer shall refund the excess of the premium actually paid over the earned premium computed on a day to day basis.	
<p>3.2.2 Refund of insurance premium</p> <p>If the insurer cancels the insurance contract, it 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, the named insured may be refunded solely for what has actually been paid or refunded to the insurance broker.</p>	<p>CONDITIONS</p> <p>21. CANCELLATION</p> <p>In this Condition, the words premium actually paid mean the premium actually paid by the Insured to the Insurer or its agent, but do not include any premium or part thereof paid to the Insurer by an agent unless actually paid to the agent</p>	18
CANCELLATION TABLE	CANCELLATION TABLE	19
DEFINITIONS		
<p>The definitions below apply to the words and expressions shown in bold in the insurance contract. Because of the context, a defined word or expression may not be shown in bold in the insurance contract, in which case it is being used in its ordinary meaning and the definition does not apply.</p> <p>Some of the definitions are simplified versions of those set out in the following laws:</p> <ul style="list-style-type: none"> ▪ <i>Civil Code of Québec;</i> ▪ <i>Code of Civil Procedure of Québec;</i> ▪ <i>Automobile Insurance Act;</i> and ▪ <i>Act respecting off-highway vehicles.</i> <p>In case of any ambiguity or discrepancy, the terms of the laws will prevail</p>	<p>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</p> <p>3. DEFINITIONS</p> <p>In this policy, unless otherwise indicated by the context:</p>	10

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AMOUNT OF INSURANCE: The maximum amount payable by the insurer under Item 4, “ <i>Declarations</i> ” or in an endorsement .	<i>No reference</i>	n/a
ANOTHER PERSON: Anyone who, at the time of loss , is not an “insured person” under the insurance contract.	<i>No reference</i>	n/a
BODILY INJURY: Any physical or mental injury, including death.	<i>No reference</i>	n/a
CLIENT: The person who submits an application to the insurer in order to enter into an insurance contract. The insurance application may be made for the client personally or for another person. The client is not necessarily the named insured .	CONDITIONS 1. REPRESENTATION OF RISK The client means the person submitting an insurance application.	14
CUSTOMER’S VEHICLE: Any motor vehicle , trailer or semi-trailer, including their equipment and accessories, that is: <ul style="list-style-type: none"> ▪ used in connection with the described business activity (including any motor vehicle held for sale on consignment); or ▪ towed or pushed by a motor vehicle driven by the named insured or the named insured’s employees, members, shareholders or partners in connection with a described business activity. <p>However, a motor vehicle, trailer or semi-trailer that the named insured has sold, leased for at least one year or offered for leasing but not yet delivered is not deemed to be a customer’s vehicle.</p>	the term customer’s automobile means an automobile, trailer or semi-trailer, including their equipment, owned by another while such automobile, trailer or semi-trailer is being towed or pushed by an automobile driven by the Insured or the Insured’s employee, shareholder, member or partner or while in the care, custody or control of the Insured in the business stated in the Declarations or while being held for sale on consignment, but does not include an automobile, trailer or semi-trailer sold, leased or offered for leasing by the Insured but not delivered;	10
DAMAGE: <ul style="list-style-type: none"> ▪ In Section A, “damage” refers to both property damage and bodily injury. ▪ In Section B, “damage” refers solely to property damage. ▪ In Section C, “damage” refers solely to property damage. 	<i>No reference</i>	n/a
DEDUCTIBLE: The amount left to be paid by the named insured .	SECTION B & C	6 & 8

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	DEDUCTIBLE CLAUSE a) If the deductible is on a per automobile basis , [...]. b) If the deductible is on a per occurrence basis , [...]. c) If the deductible is on another basis , [...].	
DESCRIBED BUSINESS ACTIVITY: Any business designated in Item 3, « <i>Declarations</i> » and that is carried out in the course of operating a specified location .	<i>No reference</i>	n/a
ENDORSEMENT: A document modifying the insurance contract and officially called “Québec Endorsement Form” or “Q.E.F.”	<i>No reference</i>	n/a
GARAGE BUSINESS: Includes any business activity involving the custody, selling, equipping, repairing, maintaining, storing, parking, moving or servicing of motor vehicles , trailers or semi-trailers.	the term garage business includes any business involving the custody, selling, equipping, repairing, maintaining, storing, parking, moving or servicing of automobiles;	10
INSURANCE PREMIUM: The amount payable to the insurer in consideration of the coverage provided under the insurance contract.	<i>No reference</i>	n/a
INSURER: The insurer of this insurance contract.	<i>No reference</i>	n/a
LOSS: A risk that occurs and causes damage .	<i>No reference</i>	n/a
MOTOR VEHICLE: A vehicle propelled by any power other than muscular force and adapted for transportation on public highways but not on rails.	<i>No reference</i>	n/a
NAMED INSURED: A person specified in Item 1, “ <i>Declarations</i> .”	<i>No reference</i>	n/a
NUCLEAR HAZARD: Risk arising from the hazardous properties of substances that are: <ul style="list-style-type: none"> ▪ radioactive, toxic or explosive; and ▪ prescribed under the <i>Nuclear Safety and Control Act</i> and its 	the words nuclear energy hazard mean the radioactive, toxic, explosive or other hazardous properties of prescribed substances under the Atomic Energy Control Act (Canada);	10

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regulations.		
<p>OWNER: A person who acquires or possesses any motor vehicle, trailer or semi-trailer under one of the following:</p> <ul style="list-style-type: none"> ▪ a document confirming the person's status as owner of the vehicle (called a "title of ownership"); ▪ a document entitling the person to become the owner of the vehicle subject to certain conditions or at a certain time; ▪ a document entitling the person to use the vehicle as if such person were the owner, for a certain amount of time only; ▪ a lease for a period of not less than one year. 	<i>No reference</i>	n/a
<p>PASSENGER VEHICLE: Motor vehicle intended for transportation on a public highway and used for personal purposes. However, passenger vehicles do not include utility vehicles whose gross vehicle weight is equal to or greater than 4,500 kg (10,000 lbs).</p>	the term automobile of the private passenger type means commercial vehicles of 4,500 kgs (10 000 lbs) gross vehicle weight or less while used for private or pleasure purpose shall be deemed to be of the private passenger type;	10
<p>PROPERTY DAMAGE: Any damage caused to a motor vehicle or another type of property, including their disappearance.</p>	<i>No reference</i>	n/a
<p>SPECIFIED LOCATION: A location stated in Item 1, "<i>Declarations</i>" or in an endorsement, and used by the named insured.</p>	<i>No reference</i>	n/a
<p>SPOUSE: A person who, at the time of loss:</p> <ol style="list-style-type: none"> a) is married to and living with another person; b) is not married, but has been living in a <i>de facto</i> union with another person of the same or opposite sex and is publicly represented as his or her spouse. These conditions must exist for at least three years or, in the following cases, for at least one year: <ul style="list-style-type: none"> ▪ A child has been born or is to be born of their union; ▪ They have adopted a child together; or 	<p>spouse means a person who at the time of the accident:</p> <ol style="list-style-type: none"> (a) is married to and is living with another person; (b) has been living in a <i>de facto</i> union with an another person of the opposite or the same sex and has been publicly represented as spouse for at least three years or, in the following cases, for at least one year: <ul style="list-style-type: none"> – a child has been born or is to be born of their union; – they have adopted a child together; – one of them has adopted a child of the other 	11

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<ul style="list-style-type: none"> ▪ One of them has adopted a child of the other. 		
<p>TOW TRUCK: Motor vehicle equipped to lift and tow a motor vehicle, trailer or semi-trailer, or to load them onto its platform, and used exclusively for rendering assistance to or moving not more than two such vehicles.</p>	<p>the term tow truck means a motor vehicle equipped to lift and tow an automobile or to load an automobile onto its platform and used exclusively for rendering assistance to or moving not more than two automobiles;</p>	11
<p>VEHICLE OF WHICH THE NAMED INSURED IS NOT THE OWNER: Any motor vehicle, trailer or semi-trailer, including their equipment and accessories, of which the named insured is not the owner.</p>	<p><i>No reference</i></p>	n/a
<p>VEHICLE OF WHICH THE NAMED INSURED IS THE OWNER:</p> <ul style="list-style-type: none"> ▪ Any motor vehicle, trailer or semi-trailer, including their equipment and accessories, of which the named insured is the owner and that is used in connection with a described business activity, non-profit activities or for personal travel. ▪ Any motor vehicle, trailer or semi-trailer, including their equipment and accessories, which the named insured has sold, leased for at least one year or offered for leasing, but not yet delivered. 	<p>the term owned automobile means any automobile, trailer or semi-trailer, including their equipment, that has been acquired by the Named Insured as owner or as lessee for at least one year or as lessee under a contract of leasing and which is used for pleasure or in connection with the business stated in the Declarations and any automobile which has been sold or leased for at least one year or is held for leasing under a contract of leasing but has not been delivered;</p>	11