

## Correspondence Table

**QUEBEC AUTOMOBILE INSURANCE POLICY FORM  
Q.P.F. No. 1 – OWNER’S FORM AND ENDORSEMENTS (2010)  
vs  
QUEBEC AUTOMOBILE INSURANCE POLICY  
Q.P.F. No. 1 – OWNERS’ FORM (2014)**

The Groupement des assureurs automobiles presents here a correspondence table between the version in force at the time of publication (February 2010) and the version in clear language (March 2014) of the Quebec Automobile Insurance Policy Q.P.F. No. 1. 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 February 2010 version. The next column presents the equivalent clauses of the March 2014 version of the form, although not necessarily in order of appearance. We have therefore added a column on the far right showing the pages in the 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 completely eliminated from the text and appears elsewhere in the table.

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



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| <i>New clause</i>              | <p style="text-align: center;"><b>Introduction</b></p> <p>The following is to provide general explanations concerning the insurance contract to make it easier to understand. These explanations must not be used to create any right or coverage.</p> <p>In case of any ambiguity or discrepancy between the introduction and the laws applicable to the insurance contract, the terms of the laws will prevail.</p>  | 3    |
| <i>New clause</i>              | <p><b>1. DOCUMENTS INCLUDED IN INSURANCE CONTRACT</b></p> <p>The following documents form part of the insurance contract:</p> <ul style="list-style-type: none"> <li>▪ This document, i.e., the “Quebec Automobile Insurance Policy Form (Q.P.F.) No. 1 – <i>Owners’ Form</i>,” a standard document approved by the Autorité des marchés financiers. <ul style="list-style-type: none"> <li>Note that the “<i>Declarations</i>” section of this insurance policy contains information specific to the <b>named insured</b>.</li> </ul> </li> <li>▪ The <b>endorsements</b> listed in Item 4, “<i>Declarations</i>.”</li> </ul> <p>Below is useful information to help understand the insurance contract:</p> <ul style="list-style-type: none"> <li>▪ Refer to the “<i>Table of Contents</i>” to see how the insurance contract is structured and to locate specific information.</li> <li>▪ Words and expressions in bold throughout this document and in the <b>endorsements</b> are explained in the “<i>Definitions</i>” section. Note that the <b>endorsements</b> may include their own definitions.</li> <li>▪ The insurance contract should be read as a whole. Consequently, clauses should be interpreted as they relate to each other and considering the entire insurance contract.</li> </ul> | 3    |

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|                                | <ul style="list-style-type: none"> <li>▪ Coverages described in Section A and Section B are different and apply separately.</li> <li>▪ Words in the singular include the plural.</li> </ul>  |          |
| <p><i>New clause</i></p>       | <p><b>2. OBLIGATION TO INFORM INSURER</b></p> <p>Both before the contract is made and after, any and all information that may influence the risk must be reported to the <b>insurer</b>. Such information must also be reported upon renewal of the insurance contract.</p> <p>In case of doubt over the obligation to report specific information, it is advisable to contact the <b>insurer</b>.</p> <p>Among other information, the following must be reported:</p> <ul style="list-style-type: none"> <li>▪ Any change in the use of the <b>described vehicle</b>.</li> <li>▪ If any persons other than the <b>named insured</b> drive the <b>described vehicle</b>.</li> <li>▪ Any automobile accident or any <b>loss</b> that occurred in the past.</li> <li>▪ Any conviction for an offence under the <i>Highway Safety Code</i>.</li> <li>▪ Any criminal conviction.</li> <li>▪ Any change or addition to the <b>described vehicle</b>.</li> <li>▪ Any change to the personal circumstances of the <b>named insured</b> or drivers.</li> </ul> <p>The obligation to inform the <b>insurer</b> is detailed in Article 5, “<i>General conditions</i>.”</p> | <p>3</p> |

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| <b>DECLARATIONS</b>  | <b>DECLARATIONS</b>  | 4    |
| <p style="text-align: center;"><b>ITEM 1</b></p> <p>Full name and address of the Insured:</p> <p>The described automobile is and will be chiefly used and usually kept in the town and province of the Insured's address stated above unless otherwise specified herein.</p> | <p style="text-align: center;"><b>ITEM 1</b></p> <p><u>Name and address of the <b>named insured</b>:</u></p> <p>The <b>described vehicle</b> is and will be mainly used, stored and parked in the town/city and province shown in Item 1. If not, the <b>client</b> or the <b>named insured</b> must so declare.</p> | 4    |
| <p style="text-align: center;"><b>ITEM 2</b></p> <p>Contract period<br/>From ..... to<br/>.....<br/>exclusively.</p> <p>12:01 A.M. standard time at the Insured's address of the <b>named insured</b>.</p>   | <p style="text-align: center;"><b>ITEM 2</b></p> <p><u>Contract period:</u></p> <p>From _____ * to _____ * exclusively.<br/>*at 12:01 A.M. standard time at the address of the <b>named insured</b>.</p>   | 4    |
| <p style="text-align: center;"><b>ITEM 3</b></p> <p>Particulars of the described automobile:</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>                        | <p style="text-align: center;"><b>ITEM 3</b></p> <p><u>Particulars of the <b>described vehicle</b>:</u></p> <p><u>Creditor entitled to the indemnities under Section B, to the extent of the creditor's interest:</u></p>  | 4    |

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| <p style="text-align: center;"><b>ITEM 4</b></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 amount(s) and deductible(s).</p> <p><i>(see chart in the policy)</i></p> | <p style="text-align: center;"><b>ITEM 4</b></p> <p>The perils covered by the insurance contract are those for which an <b>amount of insurance</b>, a <b>deductible</b> or an <b>insurance premium</b> is shown in the table below. Coverage is subject to the conditions set out in the insurance contract.</p> <p><i>(see chart in the policy)</i></p> | 4    |
| <p style="text-align: center;"><b>ITEM 5</b></p> <p>Unless otherwise stated the Insured is both the registered owner and actual owner of the described automobile. If not, state the name of:</p> <p>a) the registered owner:<br/>b) the actual owner:</p>  | <p style="text-align: center;"><b>ITEM 5</b></p> <p>The <b>named insured</b> is both the actual owner and the registered owner of the <b>described vehicle</b>. If not, the following information must be provided:</p> <p><u>Actual owner:</u><br/><u>Registered owner:</u></p>   | 5    |
| <p style="text-align: center;"><b>ITEM 6</b></p> <p style="text-align: center;"><b>IMPORTANT STATEMENTS FOR UNDERWRITING THE RISK</b></p>   | <p style="text-align: center;"><b>ITEM 6</b></p> <p><u>Important statements for analyzing the risk:</u></p>  | 5    |
| <p style="text-align: center;"><b>ITEM 7</b></p> <p style="text-align: center;"><b>NOTICE</b></p> <p>Agent or Broker:<br/>At:</p>   | <p style="text-align: center;"><b>ITEM 7</b></p> <p><u>Information for the <b>named insured</b>:</u></p> <p><u>Name of insurance broker or agent:</u><br/><u>Address of insurance broker or agent:</u></p>   | 5    |

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| <p style="text-align: center;"><b>INSURING AGREEMENTS</b></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 and B for which a premium is specified in Item 4 of the Declarations and no other:</p>  | <p><i>Removed</i></p>   | <p>n/a</p>                                  |
| <p style="text-align: center;"><b>SECTION A – CIVIL LIABILITY</b></p>   | <p style="text-align: center;"><b>Section A:<br/>Coverage for civil liability arising from property damage and bodily injury caused to another person<br/>(Mandatory insurance)</b></p>   | <p style="text-align: center;"><b>6</b></p> |
| <p>The Insurer agrees to indemnify the Insured, the Insured's succession or legal representatives, and in the same manner and to the same extent as if named herein as the Insured, every other person who personally drives the 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 the 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 the automobile.</p> | <p><b>SECTION A</b></p> <p><b>1. INSURED PERSONS</b></p> <p>The persons insured under Section A are as follows:</p> <ul style="list-style-type: none"> <li>▪ the <b>named insured</b>;</li> <li>▪ any person who drives an insured vehicle; and</li> <li>▪ any person who uses an insured vehicle. Any person who operates a part of an insured vehicle is deemed to be using that vehicle.</li> </ul> <p>The legal representatives and succession of such persons are also insured.</p> <p>A person who steals or assists in stealing an insured vehicle is not insured.</p> | <p style="text-align: center;"><b>6</b></p> |

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| <p>However, where the loss exceeds the amounts of insurance, the indemnity shall be applied first to the pecuniary consequences of civil liability incurred by the Named Insured.</p>   | <p><b>SECTION A</b></p> <p><b>3. PRINCIPAL COVERAGE</b></p> <p>3.1 Description of principal coverage</p> <p>Section A covers the following risk: the financial consequences that an insured person may incur if held civilly liable for <b>damage</b> caused to <b>another person</b> by an insured vehicle.</p> <p>The insured person’s civil liability must arise from the fact that he or she is the <b>owner</b> of the vehicle or was driving or using it.</p> <p><b>SECTION A</b></p> <p><b>6. INDEMNITY PAYABLE BY INSURER</b></p> <p>6.1 General rule</p> <p>If more than one insured person are civilly liable for <b>damage</b> arising from one and the same <b>loss</b> and the <b>amount of insurance</b> is insufficient, the <b>named insured</b> will be given priority for coverage.</p> | <p>6</p> <p>8</p> |
| <p><b>EXCLUSIONS</b></p> <p>The Insurer shall not be liable under this section:</p> <p>(1) except where the <i>Automobile Insurance Act</i> does not apply, for bodily injury or death covered under the said Act, the <i>Act respecting industrial accidents and occupational diseases</i> or the <i>Crime Victims Compensation Act</i>;</p> | <p><b>SECTION A</b></p> <p><b>5. EXCLUSIONS</b></p> <p>The following are excluded from coverage under Section A:</p> <p>A. Any <b>bodily injury</b> when compensation is provided under:</p>  | <p>8</p>          |

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|  | <ul style="list-style-type: none"> <li>▪ the <i>Automobile Insurance Act</i>,</li> <li>▪ An <i>Act respecting industrial accidents and occupational diseases</i>, or</li> <li>▪ the <i>Crime Victims Compensation Act</i>.</li> </ul> <p>However, if the <i>Automobile Insurance Act</i> does not apply, coverage will be provided.</p>  |      |
| (2) for any liability imposed by any workmen's compensation law upon any person insured by this section;   | <p><b>SECTION A</b></p> <p><b>5. EXCLUSIONS</b></p> <p>The following are excluded from coverage under Section A:</p> <p>[...]</p> <p>B. Any liability imposed under a worker's compensation act.</p>   | 8    |
| (3) for loss or damage sustained by any person insured under this section, except as provided under a Direct Compensation Agreement established in accordance with the <i>Automobile Insurance Act</i> , | <p><b>SECTION A</b></p> <p><b>3. PRINCIPAL COVERAGE</b></p> <p><b>3.2 Clarification concerning damage</b></p> <p><b>3.2.2 Damage under the Direct Compensation Agreement</b></p> <p>When <b>property damage</b> is caused to an insured person and if the <i>Direct Compensation Agreement</i> made in accordance with the <i>Automobile Insurance Act</i> applies, this damage will be covered under Section A.</p> | 7    |

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| (4) for loss or damage resulting from bodily injury to or death of any employee of any person insured by this section while engaged in the operation or repair of the automobile;   | <p><b>SECTION A</b></p> <p><b>5. EXCLUSIONS</b></p> <p>The following are excluded from coverage under Section A:<br/>[...]</p> <p>C. Any <b>bodily injury</b> caused to a person who is employed by an insured person and who is engaged in the operation or repair of an insured vehicle.</p>   | 8    |
| (5) for any sum in excess of the amount stated in section A of Item 4 of the Declarations and expenditures provided for in the Additional Agreements of this section, irrespective of the number of persons or interests insured; | <p><b>SECTION A</b></p> <p><b>6. INDEMNITY PAYABLE BY INSURER</b></p> <p><b>6.1 General rule</b></p> <p>The indemnity payable by the <b>insurer</b> may not be greater than the <b>amount of insurance</b>, plus any expenses described under the additional coverages. This rule applies even if:</p> <ul style="list-style-type: none"> <li>▪ there are more than one insured person or multiple interests;</li> <li>▪ more than one person suffers <b>damage</b>;</li> <li>▪ more than one insured person is civilly liable for <b>damage</b> arising from one and the same <b>loss</b>; and</li> <li>▪ if damage differs in nature.</li> </ul> | 8    |

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| <p>(6) 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 <i>Automobile Insurance Act</i> or the <i>Act respecting off-highway vehicles</i>, depending on the type of vehicle involved.</p> | <p><b>SECTION A</b></p> <p><b>6. INDEMNITY PAYABLE BY INSURER</b></p> <p><b>6.4 Limitation of amount of insurance for nuclear hazard</b></p> <p>If <b>damage</b> arose out of the occurrence of a <b>nuclear hazard</b>, the applicable <b>amount of insurance</b> will be limited to the minimum amount prescribed by either of the following laws, depending on the type of <b>motor vehicle</b> involved in the <b>loss</b>:</p> <ul style="list-style-type: none"> <li>▪ <i>Automobile Insurance Act</i>; or</li> <li>▪ <i>An Act Respecting Off-highway Vehicles</i>.</li> </ul> | 9    |
| <p><b>See also General Provisions, Definitions, Exclusions and Conditions.</b></p>  | <p><i>Removed</i></p>   | n/a  |
| <p><b>ADDITIONAL AGREEMENTS</b></p> <p>Where indemnity is provided by this section the Insurer further agrees:</p>  | <p><b>SECTION A</b></p> <p><b>4. ADDITIONAL COVERAGES</b></p> <p>When the principal coverage applies, Section A will include the following additional coverages:</p>  | 7    |

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| <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> | <p><b>SECTION A</b></p> <p><b>4. ADDITIONAL COVERAGES</b></p> <p><b>4.1 Protection and defence of insured persons' interests</b></p> <p>When a <b>loss</b> is reported, the <b>insurer</b> will protect the interests and assume the defence of the insured persons.</p> <p>The <b>insurer</b> is free to act as it wishes with regard to investigation, transaction or settlement.</p>       | 7    |
| <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>   | <p><b>SECTION A</b></p> <p><b>4. ADDITIONAL COVERAGES</b></p> <p><b>4.2 Bearing certain costs related to legal action</b></p> <p>When an insured person is sued, the <b>insurer</b> will bear</p> <ul style="list-style-type: none"> <li>▪ the costs and expenses arising from the lawsuit; and</li> <li>▪ any interest on the <b>amount of insurance</b>.</li> </ul>                         | 7    |
| <p>(4) 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>   | <p><b>SECTION A</b></p> <p><b>4. ADDITIONAL COVERAGES</b></p> <p><b>4.4 Bearing costs claimed by municipality</b></p> <p>The <b>insurer</b> bears the costs claimed from the <b>named insured</b> 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 any fire in an insured vehicle.</p> | 8    |

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| <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>  | <p><b>SECTION A</b></p> <p><b>4. ADDITIONAL COVERAGES</b></p> <p><b>4.3 Reimbursement of medical treatment</b></p> <p>When <b>another person</b> suffers <b>bodily injury</b>, the <b>insurer</b> will reimburse expenses incurred by an insured person for immediately necessary medical treatment.</p>  | 8    |
| <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 that amount(s) is higher than the amount(s) stated in section A of Item 4 of the Declarations;</p> | <p><b>SECTION A</b></p> <p><b>6. INDEMNITY PAYABLE BY INSURER</b></p> <p><b>6.2 Adjustment of amount of insurance by law</b></p> <p>If the <b>amount of insurance</b> is less than the minimum amount prescribed by the applicable laws regarding motor vehicle insurance which are in force where the <b>loss</b> occurred, the <b>amount of insurance</b> will be adjusted to comply with this minimum requirement.</p> | 9    |

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| <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>   | <p><b>SECTION A</b></p> <p><b>4. ADDITIONAL COVERAGES</b></p> <p>4.1 Protection and defence of insured persons' interests</p> <p>However, the <b>insurer</b> may not raise any legal defence prohibited to insurers where the <b>loss</b> occurred.</p>  | 7    |
| <p><b>AGREEMENTS OF INSURED</b></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>(b) renounces his right to unilaterally revoke such mandate;</p> | <p><b>SECTION A</b></p> <p><b>7. REPRESENTATION MANDATE</b></p> <p>The insured persons authorize the <b>insurer</b> 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 the insured person is the <b>owner</b> of the insured vehicle or from the insured person having been driving or using it.</p> <p>This representation mandate includes the right for the <b>insurer</b> to appear on behalf of the insured persons and to assume their defence.</p> <p>The insured persons renounce their right to withdraw this mandate from the <b>insurer</b> without the <b>insurer's</b> consent.</p> | 11   |

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| <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> | <p><b>SECTION A</b></p> <p><b>6. INDEMNITY PAYABLE BY INSURER</b></p> <p><b>6.3 Cases where insured persons must refund indemnity</b></p> <p>If the <b>insurer</b> is required to indemnify <b>another person</b> under a legal provision regarding motor vehicle insurance and the <b>insurer</b> was not otherwise required to do so under the insurance contract, the insured persons agree to refund such indemnity to the <b>insurer</b>, upon request.</p> | 9    |
| <p><b>SECTION B – LOSS OF OR DAMAGE TO INSURED AUTOMOBILE</b></p>  | <p><b>SECTION B:<br/>COVERAGE FOR DAMAGE TO INSURED VEHICLES<br/>(OPTIONAL INSURANCE)</b></p>  | 11   |
| <p>The Insurer agrees to indemnify the Insured against direct and accidental loss of or damage to the automobile, including its equipment, as follows:</p>   | <p><b>SECTION B</b></p> <p><b>1. INSURED PERSON</b></p> <p>The insured person under Section B is the <b>named insured</b>.</p> <p><i>To determine which persons are insured when a <b>temporary replacement vehicle</b> is involved in a <b>loss</b>, refer to Article 5, Section B.</i></p>   | 11   |

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|   | <p><b>SECTION B</b></p> <p><b>3. PRINCIPAL COVERAGE</b></p> <p>3.1 Description of principal coverage</p> <p>Section B covers:</p> <ul style="list-style-type: none"> <li>▪ any direct and accidental <b>damage</b> to an insured vehicle or its equipment and accessories; and</li> <li>▪ the disappearance of an insured vehicle or its equipment and accessories.</li> </ul> <p>The <b>damage</b> or disappearance must result from the occurrence of a peril covered by the applicable protection.</p> |           |
| <p><b>Subsection 1 – ALL PERILS</b></p> | <p><b>SECTION B</b></p> <p><b>3. PRINCIPAL COVERAGE</b></p> <p>3.2 Description of protections</p> <p>3.2.1 Protection 1 – “All perils” coverage</p> <p>This protection covers <b>damage</b> caused by any type of peril. However, perils and <b>damage</b> as listed in Article 6, Section B are excluded.</p>  | <p>12</p> |

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| <p><b>Subsection 2 – COLLISION OR UPSET</b></p> <p><b>Collision</b> includes collision with (a) a vehicle to which the automobile is attached and (b) the surface of the ground.<br/> <b>Upset</b> means the total or partial upset of the automobile.</p> | <p><b>SECTION B</b></p> <p><b>3. PRINCIPAL COVERAGE</b></p> <p><b>3.2 DESCRIPTION OF PROTECTIONS</b></p> <p><b>3.2.2 Protection 2 – Coverage against perils of collision and upset</b></p> <p>This protection covers <b>damage</b> caused by the perils of collision and upset.</p> <p>“Collision” includes:</p> <ul style="list-style-type: none"> <li>▪ any collision between an insured vehicle and the ground;</li> <li>▪ any collision between two vehicles attached to each other; and</li> <li>▪ any collision between an insured vehicle and a person or an animal.</li> </ul> <p>“Upset” of an insured vehicle may be partial or total.</p> | <p>12</p> |

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| <p><b>Subsection 3 – COMPREHENSIVE – meaning any peril other than collision or upset</b></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> | <p><b>SECTION B</b></p> <p><b>3. PRINCIPAL COVERAGE</b></p> <p><b>3.2 Description of protections</b></p> <p><b>3.2.3 Protection 3 - Coverage against perils other than collision or upset</b></p> <p>This protection covers <b>damage</b> caused by perils other than collision or upset.</p> <p>Coverage includes <b>damage</b> caused by the following perils:</p> <ul style="list-style-type: none"> <li>▪ the perils listed in Protection 4;</li> <li>▪ falling or flying objects;</li> <li>▪ malicious mischief; and</li> <li>▪ projectiles.</li> </ul> <p>Like Protection 2, this protection also covers <b>damage</b> caused by a collision between an insured vehicle and a person or an animal.</p> <p>However, perils and <b>damage</b> as listed in Article 6, Section B are excluded.</p> | <p>12</p> |

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| <p><b>Subsection 4 – SPECIFIED PERILS</b> – meaning fire, lightning, theft or attempted theft, explosion, earthquake, windstorm, hail, rising water, riot or civil commotion, falling or forced landing of aircraft or of parts of aircraft, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.</p> | <p><b>SECTION B</b></p> <p>3. PRINCIPAL COVERAGE</p> <p>3.2 Description of protections</p> <p>3.2.4 Protection 4 - Coverage against specific perils</p> <p>This protection only covers <b>damage</b> caused by the following perils:</p> <ul style="list-style-type: none"> <li>▪ attempted theft;</li> <li>▪ civil commotion;</li> <li>▪ earthquakes;</li> <li>▪ explosions;</li> <li>▪ falling or forced landing of aircraft or parts of aircraft;</li> <li>▪ fire;</li> <li>▪ hail;</li> <li>▪ lightning;</li> <li>▪ riots;</li> <li>▪ rising water;</li> <li>▪ stranding, sinking, burning, derailment or collision of any vehicle or vessel in or upon which an insured vehicle is being transported;</li> <li>▪ theft; and</li> <li>▪ windstorms.</li> </ul> <p>However, perils and <b>damage</b> as listed in Article 6, Section B are excluded.</p> | <p>12</p> |

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| <p><i>No reference</i></p>   | <p><b>SECTION B</b></p> <p><b>8. INDEMNITY PAYABLE BY INSURER</b></p> <p>8.1 General rule</p> <p>The indemnity payable by the <b>insurer</b> is equal to the value of the <b>damage</b>, less the <b>deductible</b>. It also includes any expenses described under the additional coverages.</p> <p><i>For the rules relating to determination of the value of <b>damage</b>, refer to Article 2, “Reporting a loss and submitting a claim.”</i></p>   | <p>15</p>           |
| <p><b>DEDUCTIBLE CLAUSE</b></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, in any one occurrence.</p> | <p><b>SECTION B</b></p> <p><b>7. DEDUCTIBLE PAYABLE BY NAMED INSURED</b></p> <p>The <b>named insured</b> must assume the <b>deductible</b> for the applicable protection. However, if the <b>damage</b> is caused by lightning or fire, the <b>deductible</b> will not apply.</p> <p><i>To determine the <b>deductible</b> applicable for each of the protections, refer to Item 4, “Declarations”, or the <b>endorsements</b>, as applicable.</i></p> <p><b>DEFINITIONS</b></p> <p><b>DEDUCTIBLE:</b> The amount left to be paid by the <b>named insured</b>.</p> | <p>15</p> <p>30</p> |

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| <p><b>EXCLUSIONS</b></p> <p>The Insurer shall not be liable:</p> <p>(1) under any subsection of section B for loss or damage:</p>  | <p><b>SECTION B</b></p> <p><b>6. EXCLUSIONS</b></p> <p>The following are excluded from coverage under Section B:</p>   | 14   |
| <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> | <p><b>SECTION B</b></p> <p><b>6. EXCLUSIONS</b></p> <p>A. <b>Damage</b> to tires, except:</p> <ul style="list-style-type: none"> <li>▪ if <b>damage</b> is coincident with other <b>damage</b> insured under the same coverage; or</li> <li>▪ in case of fire, theft or malicious mischief insured under the same coverage.</li> </ul> <p>B. Damage caused by:</p> <ul style="list-style-type: none"> <li>▪ breakdown;</li> <li>▪ corrosion;</li> <li>▪ explosion within the combustion chamber;</li> <li>▪ freezing;</li> <li>▪ mechanical failure;</li> <li>▪ normal wear and tear; and</li> <li>▪ rust.</li> </ul> <p>However, the <b>damage</b> described above will not be excluded:</p> <ul style="list-style-type: none"> <li>▪ if <b>damage</b> is coincident with other <b>damage</b> insured under the same coverage; or</li> <li>▪ in case of fire, theft or malicious mischief insured under the same coverage.</li> </ul> | 14   |

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| (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><b>SECTION B</b></p> <p>6. EXCLUSIONS</p> <p>D. Conversion, embezzlement, theft or secretion of an insured vehicle by any person in lawful possession of the vehicle under a hypothec, conditional sale, lease agreement or contract of leasing or under any other similar written agreement.</p> | 15   |
| (c) caused by the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense;   | <p><b>SECTION B</b></p> <p>6. EXCLUSIONS</p> <p>E. Voluntary parting with title or ownership, with or without breach of trust, fraud or deceitful representation.</p>  | 15   |
| (d) to contents of trailers;  | <p><b>SECTION B</b></p> <p>6. EXCLUSIONS</p> <p>F. Contents of a trailer or a semi-trailer.</p>  | 15   |
| (e) 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><b>SECTION B</b></p> <p>6. EXCLUSIONS</p> <p>G. Tapes or accessories for use with a tape recorder or tape player, or compact discs, unless in place in a device.</p>  | 15   |

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| <p>(f) 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>   | <p><b>SECTION B</b></p> <p><b>6. EXCLUSIONS</b></p> <p>H. Whether or not war is declared, <b>damage</b> caused directly or indirectly by:</p> <ul style="list-style-type: none"> <li>▪ bombardment;</li> <li>▪ civil war;</li> <li>▪ insurrection;</li> <li>▪ invasion;</li> <li>▪ military power;</li> <li>▪ operation of armed forces while engaged in hostilities;</li> <li>▪ rebellion;</li> <li>▪ revolution; and</li> <li>▪ usurped power.</li> </ul>   | <p>15</p> |
| <p>(2) under subsections 3 and 4 for loss or damage caused by theft by anyone whose domicile is the same as the Insured's or by any employee of the Insured engaged in operating, selling, equipping, repairing, maintaining, servicing, storing, parking or moving the automobile whether the theft occurs in the course of such service or employment or not.</p> | <p><b>SECTION B</b></p> <p><b>6. EXCLUSIONS</b></p> <p>C. For Protection 3 and Protection 4 only, theft committed by one of the following persons:</p> <ul style="list-style-type: none"> <li>▪ a person whose domicile is the same as that of the <b>named insured</b>;</li> <li>▪ a person employed by the <b>named insured</b> in operating, selling, equipping, repairing, maintaining, servicing, storing, parking or moving an insured vehicle, whether or not the theft occurs in the course of such service or employment.</li> </ul> | <p>14</p> |

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| See also General Provisions, Definitions, Exclusions and Conditions.   | <i>Removed</i>   | n/a  |
| <p><b>ADDITIONAL AGREEMENTS</b></p> <p>(A) Where loss or damage arises from a peril insured under section B, the Insurer further agrees:</p>                     | <p><b>SECTION B</b></p> <p><b>4. ADDITIONAL COVERAGES</b></p> <p>When the principal coverage applies, Section B will include the following additional coverages:</p>   | 13   |
| <p>(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;</p> | <p><b>SECTION B</b></p> <p><b>4. ADDITIONAL COVERAGES</b></p> <p><b>4.3 Bearing other costs</b></p> <p>The <b>insurer</b> will bear the following costs when the <b>named insured</b> is civilly liable:</p> <ul style="list-style-type: none"> <li>▪ general average costs;</li> <li>▪ salvage costs; and</li> <li>▪ customs duties of Canada and the United States.</li> </ul> | 13   |

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| <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>  | <p><b>SECTION B</b></p> <p>4. ADDITIONAL COVERAGES</p> <p>4.2 Bearing costs claimed by municipality</p> <p>The <b>insurer</b> bears the costs claimed from the <b>named insured</b> 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 any fire in an insured vehicle.</p>  | 13   |
| <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 the business of selling, equipping, repairing, maintaining, servicing, storing, parking or moving automobiles, or who has committed a breach of any condition of this contract;</p> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>3. RIGHT OF INSURER AFTER PAYING AN INDEMNITY<br/>(<i>RIGHT OF SUBROGATION</i>)</p> <p>3.2 Exceptions</p> <p>In the following two instances, the <b>insurer</b> cannot ask the person responsible for the <b>damage</b> to reimburse the indemnity that it has paid:</p> <p>(b) For Section B only, when that person had care, custody or control of the insured vehicle, with the consent of the <b>named insured</b>. The latter exception will not apply if the person:</p> <ul style="list-style-type: none"> <li>▪ was engaged in a <b>garage business</b> at the time of <b>loss</b>; or</li> <li>▪ has failed to comply with the insurance contract.</li> </ul> | 24   |

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| <p>(4) to indemnify the Insured and any other person who personally drives a Temporary Substitute Automobile as defined in General Provision 3(c) against the contractual or extracontractual liability of the Insured or such other person for direct and accidental loss or damage to such automobile and arising from the care, custody and control thereof, provided always that:</p> | <p><b>SECTION B</b></p> <p><b>5. COVERAGE FOR TEMPORARY REPLACEMENT VEHICLES</b></p> <p>The <b>insurer</b> will indemnify the <b>named insured</b> and the driver of a <b>temporary replacement vehicle</b> against the financial consequences they may incur when they are civilly liable for:</p> <ul style="list-style-type: none"> <li>▪ direct and accidental <b>damage</b> to the vehicle; or</li> <li>▪ disappearance of the vehicle.</li> </ul> <p>Civil liability may be contractual or extracontractual.</p> <p>The following conditions apply:</p> <ul style="list-style-type: none"> <li>▪ the coverage applicable to the <b>temporary replacement vehicle</b>, i.e., coverage of the <b>described vehicle</b> that it replaces, must include the peril that caused the <b>damage</b>; and</li> <li>▪ the named insured or the driver must have the care, custody or control of the vehicle.</li> </ul> <p><u>The additional coverages under Section B do not apply to this coverage. However, the additional coverages under Section A may apply, as the case may be.</u></p> <p>Coverage is subject to the exclusions listed in Article 6, Section B.</p> <p>The indemnity payable by the <b>insurer</b> is determined in accordance with the rules set out in Article 8, Section B.</p> | <p>14</p> |

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| (a) such indemnity is subject to the deductible clause and exclusions of the applicable subsection;  |  |      |
| (b) if the owner of such automobile has insurance against any peril insured by this section, the indemnity provided herein shall be limited to the sum by which the deductible amount, if any, of such other insurance exceeds the deductible amount stated in the applicable subsection of this policy; | <p><b>SECTION B</b></p> <p><b>8. INDEMNITY PAYABLE BY INSURER</b></p> <p><b>8.4 Specific rules for temporary replacement vehicle</b></p> <p>A. Any insurance contract issued to the <b>owner</b> of the <b>temporary replacement vehicle</b> will apply first.</p> <p>B. This Section B only applies if:</p> <ul style="list-style-type: none"> <li>▪ the <b>owner</b> of the vehicle is not covered for the <b>damage</b> caused to his or her vehicle; or</li> <li>▪ the <b>owner</b> of the vehicle is covered, but the <b>deductible</b> under his or her insurance contract is higher than the <b>deductible</b> under this contract. The indemnity under this Section B is then limited to the difference between: <ul style="list-style-type: none"> <li>- the <b>deductible</b> payable by the <b>owner</b> of the vehicle; and</li> <li>- the <b>deductible</b> payable for the <b>described vehicle</b> that is being replaced by the <b>temporary replacement vehicle</b>.</li> </ul> </li> </ul> | 16   |

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| <p>(c) the Additional Agreements under section A shall, insofar as they are applicable, extend to the indemnity provided herein.</p>   | <p><b>5. COVERAGE FOR TEMPORARY REPLACEMENT VEHICLES</b></p> <p>[...]</p> <p>The additional coverages under Section B do not apply to this coverage. However, the additional coverages under Section A may apply, as the case may be.</p> <p>[...]</p>   | 14   |
| <p>(B) Loss of Use by Theft</p> <p>Where indemnity is provided under subsections 1, 3 or 4 of section B, the Insurer further agrees, following a theft of the entire automobile covered thereby, to pay for the loss of use of such automobile up to \$40 a day, subject to a maximum of \$1,200 in anyone occurrence.</p> <p>Voluntary parting with title or ownership, with or without breach of trust, fraud or deceitful representation. Regardless of the expiration of the contract, payment is limited to expenses incurred during the period commencing seventy-two hours after such theft has been reported to the Insurer or the police and terminating upon the date of the completion of repairs to or the replacement of the automobile lost or damaged, or upon such earlier date as a settlement agreement is reached for the loss or damage caused by such theft. This coverage applies only if receipts are provided for the rental of a substitute automobile or for taxicab or public transportation fares.</p> | <p><b>SECTION B</b></p> <p><b>4. ADDITIONAL COVERAGES</b></p> <p><b>4.1 Travel expenses due to theft of insured vehicle</b></p> <p>If an insured vehicle is covered by Protection 1, Protection 3 or Protection 4 and can no longer be used by the <b>named insured</b> due to theft of the entire vehicle, the <b>insurer</b> will reimburse any expenses incurred for:</p> <ul style="list-style-type: none"> <li>▪ leasing of <b>temporary replacement vehicle</b>;</li> <li>▪ public transportation; and</li> <li>▪ use of taxicab.</li> </ul> <p>Upon submission of receipts, the above expenses will be reimbursed up to a maximum of \$40 a day and \$1,200 per <b>loss</b>.</p> <p>This coverage only applies to expenses incurred 72 hours or more after the theft has been reported to the police or the <b>insurer</b>, even if the insurance contract has expired since the <b>loss</b>.</p> | 13   |

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|  | Expenses will no longer be eligible for reimbursement once: <ul style="list-style-type: none"> <li>▪ the insured vehicle has been replaced, or repaired if it was found damaged; or</li> <li>▪ a settlement agreement for the <b>loss</b> has been reached before the insured vehicle is replaced or repaired.</li> </ul>  |      |
| <b>GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS</b>  | GENERAL CONDITIONS   | 17   |
| <b>1. TERRITORY</b><br>Unless extended by endorsement and subject to the limitations stated in sub-paragraphs (d) (iv) and (e) (iv) of the definition of <b>the automobile</b> , insurance provided by this contract applies only within Canada, the United States of America and upon a vessel or aircraft serving ports or airports of those countries.  | GENERAL CONDITIONS<br><b>2. PLACES WHERE COVERAGE APPLIES</b><br>The coverage provided under the insurance contract will apply only if the <b>loss</b> occurs: <ul style="list-style-type: none"> <li>▪ in Canada or the United States ; or</li> <li>▪ on a vessel or in an aircraft travelling between the seaports and airports of those countries.</li> </ul> The <b>insurer</b> may accept, by way of <b>endorsement</b> , to cover a <b>loss</b> that occurs elsewhere. | 17   |
| <b>2. PERSONNEL OF OTHER GARAGES EXCLUDED</b><br>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 in the course of that business or while so engaged, is an occupant of or enters or gets onto or alights from the Described Automobile or a Newly Acquired Automobile as defined in this policy, unless the person is the | SECTION A<br><b>5. EXCLUSIONS</b><br>The following are excluded from coverage under Section A:<br>D. Any <b>damage</b> caused to a person who is engaged in a <b>garage business</b> while the insured vehicle is in the person's custody.   | 8    |

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| Insured or the Insured's employee, shareholder, member or partner or is actually driving the automobile in Quebec.  |   |      |
| <b>3. DEFINITIONS</b>   | <b>DEFINITIONS</b>  | 30   |
| In this policy, unless otherwise indicated by the context:  | <p>Unless the context indicates otherwise, the definitions below applies 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 a simplified version of those set out in the following laws:</p> <ul style="list-style-type: none"> <li>▪ <i>Civil Code of Quebec;</i></li> <li>▪ <i>Code of Civil Procedure of Quebec;</i></li> <li>▪ <i>Automobile Insurance Act;</i> and</li> <li>▪ <i>An Act Respecting Off-highway Vehicles.</i></li> </ul> <p>In case of any ambiguity or discrepancy, the terms of the laws will prevail.</p> | 30   |
| the words <b>garage business</b> includes any business involving the custody, selling, equipping, repairing, maintaining, storing, parking, moving or servicing of automobiles; | <b>GARAGE BUSINESS:</b> Includes any business activity involving the custody, selling, equipping, repairing, maintaining, storing, parking, moving or servicing of <b>motor vehicles</b> .  | 30   |
| <i>New definition</i>   | <b>NAMED INSURED:</b> A person designated in Item 1, " <i>Declarations.</i> "   | 31   |

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| <i>New definition</i>  | <b>INSURER:</b> The insurer issuing this insurance contract.  | 30   |
| <i>New definition</i>  | <b>ANOTHER PERSON:</b> Anyone who is not an “insured person” under the insurance contract.  | 31   |
| <i>New definition</i>  | <b>ENDORSEMENT:</b> A document modifying the insurance contract and officially called “Quebec Endorsement Form” or “Q.E.F.”   | 30   |
| <p><b>spouse</b> means a person who at the time of the accident:</p> <ul style="list-style-type: none"> <li>(a) is married to and is living with another person;</li> <li>(b) has been living in a de facto union with 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"> <li>- a child has been born or is to be born of their union;</li> <li>- they have adopted a child together;</li> </ul> </li> <li>- one of them has adopted a child of the other;</li> </ul> | <p><b>SPOUSE:</b> A person who, at the time of the <b>loss</b>:</p> <ul style="list-style-type: none"> <li>(a) is married to and living with another person;</li> <li>(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 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"> <li>▪ a child has been born or is to be born of their union;</li> <li>▪ they have adopted a child together; or</li> <li>▪ one of them has adopted a child of the other.</li> </ul> </li> </ul> | 31   |
| <i>New definition</i>  | <p><b>DAMAGE:</b></p> <ul style="list-style-type: none"> <li>▪ In Section A, “<b>damage</b>” refers to both <b>property damage</b> and <b>bodily injury</b>.</li> <li>▪ In Section B, “<b>damage</b>” refers solely to <b>property damage</b>.</li> </ul>   | 30   |
| <i>New definition</i>  | <b>BODILY INJURY:</b> Any physical or mental injury, including death.   | 30   |
| <i>New definition</i>  | <b>PROPERTY DAMAGE:</b> Any <b>damage</b> caused to a <b>motor vehicle</b> or another type of property, including their disappearance.  | 31   |

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| <i>New definition</i>   | <b>AMOUNT OF INSURANCE:</b> The maximum amount payable by the <b>insurer</b> , under Item 4, “ <i>Declarations</i> ” or in an <b>endorsement</b> .   | 30   |
| <i>New definition</i>   | <b>INSURANCE PREMIUM:</b> The amount payable to the <b>insurer</b> in consideration of the coverages provided under the insurance contract.  | 30   |
| <i>New definition</i>   | <p><b>OWNER:</b> A person who acquires or possesses a <b>motor vehicle</b> under one of the following:</p> <ul style="list-style-type: none"> <li>▪ a document confirming the person’s status as owner of the vehicle (called a “title of ownership”);</li> <li>▪ a document entitling the person to become the owner of the vehicle subject to certain conditions or at a certain time;</li> <li>▪ a document entitling the person to use the vehicle as if the owner, for a certain amount of time only;</li> <li>▪ a lease agreement for a period of not less than one year.</li> </ul> | 31   |
| the words <b>nuclear energy hazard</b> mean the radioactive, toxic, explosive or other hazardous properties of prescribed substances under the <i>Atomic Energy Control Act</i> (Canada); | <p><b>NUCLEAR HAZARD:</b> The risk arising from the hazardous nature of substances:</p> <ul style="list-style-type: none"> <li>▪ that have radioactive, toxic or explosive properties; and</li> <li>▪ that are prescribed under the <i>Nuclear Safety and Control Act</i> or its regulations.</li> </ul>   | 31   |
| <i>New definition</i>   | <b>LOSS:</b> A risk that occurs and causes <b>damage</b> .   | 30   |
| <i>New definition</i>   | <b>MOTOR VEHICLE:</b> A vehicle propelled by any power other than muscular force and adapted for transportation on public highways but not on rails.   | 30   |

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| <p>the words <b>the automobile</b> mean:</p> <p>(a) the Described Automobile – an automobile, trailer or semi-trailer specifically described in the Declarations or within the description of insured automobiles set forth in the Declarations;</p>                                     | <p><b>SECTION A</b></p> <p><b>2. INSURED VEHICLES</b></p> <p>Unless the context indicates otherwise, the expression “insured vehicle” under Section A refers to the following:</p> <p>A. <b>Described vehicle.</b></p> <p><b>SECTION B</b></p> <p><b>2. INSURED VEHICLES</b></p> <p>Unless the context indicates otherwise, the expression “insured vehicle” under Section B refers to the following vehicles:</p> <p>B. A. <b>Described vehicle.</b></p> <p><b>DESCRIBED VEHICLE:</b> A <b>motor vehicle</b>, trailer or semi-trailer specifically designated in Item 3, “<i>Declarations</i>”, or included within the description of <b>described vehicles</b> therein.</p> | <p>6</p> <p>11</p> <p>30</p> |
| <p>(b) a Newly Acquired Automobile - an automobile that is acquired by the Insured as owner or as lessee for at least one year or as lessee under a contract of leasing and, within fourteen days following the date of its delivery to the Insured, is notified to the Insurer, if:</p> | <p><b>SECTION A</b></p> <p><b>2. INSURED VEHICLES</b></p> <p>Unless the context indicates otherwise, the expression “insured vehicle” under Section A refers to the following:</p> <p>B. <b>Vehicle of which the named insured has recently become the owner</b>, subject to the conditions set out in that definition.</p>   | <p>6</p>                     |

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|  | <p><b>SECTION B</b></p> <p><b>2. INSURED VEHICLES</b></p> <p>Unless the context indicates otherwise, the expression “insured vehicle” under Section B refers to the following vehicles:</p> <p>C. <b>Vehicle of which the named insured has recently become the owner</b>, subject to the conditions set out in that definition.</p> <p><b>DEFINITIONS</b></p> <p><b>VEHICLE OF WHICH THE NAMED INSURED HAS RECENTLY BECOME THE OWNER:</b> A <b>motor vehicle</b>, trailer or semi-trailer of which the <b>named insured</b> has recently become the <b>owner</b>, if the following conditions are met:</p> <p>(a) Within 14 days of taking possession of the vehicle, the <b>named insured</b> informs the <b>insurer</b> that he or she is the <b>owner</b> thereof.</p> | <p>11</p> <p>32</p> |
| <ul style="list-style-type: none"> <li>- such automobile replaces an automobile described in the Declarations, or</li> <li>- such automobile is an additional automobile.</li> </ul> <p>Such additional automobile shall then be insured to the extent of the least of existing coverages on all automobiles under the various contracts issued by the Insurer, provided however that the Insurer insures all automobiles owned by the Insured or leased by the Insured for at least one year or leased by him or her under a contract of leasing on such delivery date and that the Insured has no specific insurance in respect of</p> | <p><b>SECTION A</b></p> <p><b>6. INDEMNITY PAYABLE BY INSURER</b></p> <p><b>6.5 Specific rules for vehicle of which the named insured has recently become the owner</b></p> <p>A. The <b>vehicle of which the named insured has recently become the owner</b> will benefit from the same coverage as the <b>described vehicle</b>.</p> <p>B. If the <b>named insured</b> has more than one <b>described vehicle</b> insured with the <b>insurer</b>, under one or more insurance</p>   | <p>9</p>            |

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| <p>such additional automobile on the date of loss.</p> | <p>contracts, the vehicle of which he or she has recently become the owner will be insured to the extent of the least of existing coverages on all such other vehicles.</p> <p><b>SECTION B</b></p> <p><b>8. INDEMNITY PAYABLE BY INSURER</b></p> <p>8.3 Specific rules for vehicle of which the named insured has recently become the owner</p> <p>A. If a <b>vehicle of which the named insured has recently become the owner</b> replaces or is in addition to a sole <b>described vehicle</b>:</p> <ul style="list-style-type: none"> <li>▪ coverage will be the same as for the <b>described vehicle</b>;</li> <li>▪ the <b>deductible</b> will be the same as for the <b>described vehicle</b>.</li> </ul> <p>B. If the vehicle is in addition to more than one <b>described vehicle</b> covered under one or more insurance contracts with the <b>insurer</b>:</p> <ul style="list-style-type: none"> <li>▪ damage will be covered only to the extent that all the <b>described vehicles</b> are covered, at the date of <b>loss</b>, for the peril that caused the <b>damage</b>;</li> <li>▪ the applicable <b>deductible</b> will be the highest of all <b>deductibles</b> for the protections covering the peril that caused the <b>damage</b>.</li> </ul> | <p>16</p> |

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|  | <p><b>DEFINITIONS</b></p> <p><b>VEHICLE OF WHICH THE NAMED INSURED HAS RECENTLY BECOME THE OWNER:</b><br/> A <b>motor vehicle</b>, <del>trailer or semi-trailer</del> of which the <b>named insured</b> has recently become the <b>owner</b>, if the following conditions are met:</p> <p>(b) The vehicle replaces or is in addition to one or more <b>described vehicles</b>. If the vehicle is in addition to one or more <b>described vehicles</b>:</p> <ul style="list-style-type: none"> <li>▪ the <b>named insured</b> must have no other specific insurance in respect of such vehicle at the date of <b>loss</b>; and</li> <li>▪ the <b>insurer</b> must insure all the other vehicles <b>of which the named insured is the owner</b> on the date of taking possession of the vehicle.</li> </ul> | 31   |
| <p>In addition, the Insured agrees to pay any additional premium required.</p> | <p><b>DEFINITIONS</b></p> <p><b>VEHICLE OF WHICH THE NAMED INSURED HAS RECENTLY BECOME THE OWNER:</b><br/> A <b>motor vehicle</b>, <del>trailer or semi-trailer</del> of which the <b>named insured</b> has recently become the <b>owner</b>, if the following conditions are met:</p> <p>(c) The <b>named insured</b> agrees to pay the additional <b>insurance premium</b> charged by the <b>insurer</b>.</p>   | 31   |

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| <p>Insurance hereunder shall not apply if the Insured is engaged in the business of selling automobiles.</p>  | <p><b>DEFINITIONS</b></p> <p><b>VEHICLE OF WHICH THE NAMED INSURED HAS RECENTLY BECOME THE OWNER:</b><br/> A <b>motor vehicle</b>, <del>trailer or semi-trailer</del> of which the <b>named insured</b> has recently become the <b>owner</b>, if the following conditions are met:</p> <p>If the <b>named insured</b> is engaged in the business of selling <b>motor vehicles</b>, the <b>motor vehicles</b> acquired for such business activities will not be held to be “<b>vehicles of which the named insured has recently become the owner.</b>”</p>   | <p>31</p> |
| <p><b>and under section A only,</b></p> <p>(c) a Temporary Substitute Automobile - an automobile not owned by the Insured, nor by anyone whose domicile is the same as the Insured's, and temporarily used as the substitute for the Described Automobile where such Described Automobile cannot be used because of its breakdown, repair, maintenance, loss, servicing, destruction or sale;</p> | <p>SECTION A</p> <p><b>2. INSURED VEHICLES</b></p> <p>C. <b>Temporary replacement vehicle</b>, subject to the conditions set out in that definition.</p> <p><b>DEFINITIONS</b></p> <p><b>TEMPORARY REPLACEMENT VEHICLE:</b> A <b>motor vehicle</b> used temporarily to replace a <b>described vehicle</b>, if the following conditions are met:</p> <ul style="list-style-type: none"> <li>▪ the <b>described vehicle</b> cannot be used for one of the following reasons: breakdown, repair, maintenance, loss, destruction, sale or servicing; and</li> <li>▪ neither the <b>named insured</b> nor anyone whose domicile is the same as that of the <b>named insured</b> is <b>owner</b> of the temporary replacement vehicle.</li> </ul> | <p>6</p>  |

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| <p>(d) any automobile other than the Described Automobile, while personally driven by the Insured or by his or her spouse, provided that the Insured is an individual and:</p>   | <p>SECTION A</p> <p><b>2. INSURED VEHICLES</b></p> <p>D. <b>Vehicle of which the named insured is not the owner</b>, subject to the conditions set out in that definition.</p> <p><b>DEFINITIONS</b></p> <p><b>VEHICLE OF WHICH THE NAMED INSURED IS NOT THE OWNER:</b> A <b>motor vehicle</b> of which the <b>named insured is not the owner</b> provided the conditions outlined below are met. The conditions differ, depending on whether the <b>named insured</b> is an individual or a legal person, partnership or association.</p> <p>(a) <b>If the named insured is an individual:</b> At the time of <b>loss</b>, the driver must be the <b>named insured</b> or his or her <b>spouse</b>.</p> | <p>6</p> <p>32</p> |
| <p>(i) neither the Insured nor his or her spouse is driving the other automobile in connection with the business of selling, repairing, maintaining, servicing, storing or parking automobiles;</p> <p>(ii) such other automobile is not owned by the Insured or by anyone whose domicile is the same as the Insured's;</p> <p>(iii) such other automobile is not provided by an employer of the Insured or by an employer of anyone whose domicile is the same as the Insured's;</p> <p>(iv) such other automobile is not used outside the Province of Quebec as a taxicab or bus or for commercial delivery;</p> | <p><b>DEFINITIONS</b></p> <p><b>VEHICLE OF WHICH THE NAMED INSURED IS NOT THE OWNER:</b> A <b>motor vehicle</b> of which the <b>named insured is not the owner</b> provided the conditions outlined below are met. The conditions differ, depending on whether the <b>named insured</b> is an individual or a legal person, partnership or association.</p> <p>However, in the four exceptions listed below, the vehicle will be held to be an insured vehicle only if driven by the <b>owner</b> of a <b>described vehicle</b>. In addition, only the <b>owner</b> will be covered, and only for a reduced <b>amount of insurance</b> (see <i>Articles 6.7 and 6.8, Section A</i>):</p>                 | <p>32</p>          |

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| <p>In respect of the exceptions stated in sub-paragraphs (i), (ii), (iii) and (iv) above, coverage shall nevertheless be afforded to the owner of the Described Automobile while driving a third party's vehicle up to the compulsory minimum amount required under the <i>Automobile Insurance Act</i> or the <i>Act respecting off-highway vehicles</i>, depending on the type of vehicle involved;</p> | <ol style="list-style-type: none"> <li>1. At the time of <b>loss</b>, the vehicle is being driven in connection with a <b>garage business</b>.</li> <li>2. The <b>owner</b> of the vehicle is a person whose domicile is the same as that of the <b>named insured</b>.</li> <li>3. The vehicle is provided by the employer of the <b>named insured</b> or by the employer of anyone whose domicile is the same as that of the <b>named insured</b>.</li> <li>4. The vehicle is appropriated for a use, outside Quebec: <ul style="list-style-type: none"> <li>▪ as a taxicab, bus or coach; or</li> <li>▪ for commercial delivery.</li> </ul> </li> </ol> <p><b>SECTION A</b></p> <p>6. INDEMNITY PAYABLE BY INSURER</p> <p>6.7 Specific rules for vehicle of which named insured is not the owner</p> <p>AND</p> <p>6.8 Specific rules for trailers or semi-trailers attached to a motor vehicle</p> <p>C. For the four exceptions described in the definition of <b>vehicle of which the named insured is not the owner</b> and subject to the conditions set out therein, the <b>amount of insurance</b> is limited to the minimum amount prescribed by either of the following laws , depending on the type of <b>motor vehicle</b> involved in the <b>loss</b>:</p> | <p>10</p> |

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|  | <ul style="list-style-type: none"> <li>▪ <i>Automobile Insurance Act</i>; or</li> <li>▪ <i>An Act Respecting Off-highway Vehicles</i>.</li> </ul>  |      |
| <p>(e) if the Insured is a legal person, partnership or association, any automobile other than the Described Automobile, while personally driven by the employee, shareholder, member or partner for whose regular use the Described Automobile is furnished, or by his or her spouse, provided that:</p> <ul style="list-style-type: none"> <li>(i) neither such employee, shareholder, member or partner nor his or her spouse is the owner of an automobile;</li> <li>(ii) neither such employee, shareholder, member or partner nor his or her spouse is driving the other automobile in connection with the business of selling, repairing, maintaining, servicing, storing or parking automobiles;</li> <li>(iii) neither the Insured nor such employee or any shareholder, member or partner nor anyone whose domicile is the same as any of these persons' is the owner or is in possession of such other automobile under a hypothec, conditional sale, lease or other similar written agreement, except where rented for other than regular or frequent use;</li> <li>(iv) such other automobile is not used outside the Province of Quebec as a taxicab or bus or for commercial delivery;</li> </ul> | <p><b>DEFINITIONS</b></p> <p><b>VEHICLE OF WHICH THE NAMED INSURED IS NOT THE OWNER:</b></p> <p>(b) If the <b>named insured</b> is a legal person, partnership or association:</p> <ol style="list-style-type: none"> <li>1. At the time of <b>loss</b>, the vehicle must be driven by one of the following drivers or by their <b>spouse</b>: <ul style="list-style-type: none"> <li>▪ an employee of the <b>named insured</b>;</li> <li>▪ a shareholder of the <b>named insured</b>;</li> <li>▪ a member of the <b>named insured</b>;</li> <li>▪ a partner of the <b>named insured</b>.</li> </ul> </li> <li>2. These drivers must regularly use the <b>described vehicle</b>.</li> <li>3. These drivers or their <b>spouse</b> must not be <b>owners</b> of a <b>motor vehicle</b>.</li> <li>4. At the time of <b>loss</b>, the vehicle is not being driven in connection with a <b>garage business</b>.</li> <li>5. The vehicle must not be appropriated to a use outside Quebec: <ul style="list-style-type: none"> <li>▪ as a taxicab, bus or coach; or</li> <li>▪ for commercial delivery.</li> </ul> </li> <li>6. Neither the <b>named insured</b>, nor the employee of the <b>named insured</b>, nor the following persons must be <b>owners</b> of the vehicle or in possession of the vehicle under a written agreement similar to a hypothec,</li> </ol> | 32   |

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|   | <p>conditional sale or lease agreement:</p> <ul style="list-style-type: none"> <li>▪ a shareholder, member or partner of the <b>named insured</b>;</li> <li>▪ anyone whose domicile is the same as that of the <b>named insured</b> or of the <b>named insured's</b> employee, shareholder, member or partner.</li> </ul> <p>Condition 6 will not apply in the case of a lease for use that is not regular or frequent.</p>   |                              |
| <p>(f) Owned Trailer - a trailer owned by the Insured, not described in the Declarations, other than a trailer designed or used to carry passengers or for demonstration, sales, office or dwelling purposes, while:</p> <p>(i) attached to an automobile of the private passenger type insured under this contract;</p> <p>(ii) not attached to any other vehicle, provided such trailer is generally attached to an automobile of the private passenger type insured under this contract;</p> | <p>SECTION A</p> <p>2. Insured vehicles</p> <p>E. <b>Trailer or semi-trailer of which the named insured is the owner</b>, subject to the conditions set out in that definition.</p> <p><b>DEFINITIONS</b></p> <p><b>TRAILER OR SEMI-TRAILER OF WHICH THE NAMED INSURED IS THE OWNER:</b> A trailer or semi-trailer of which the named insured is the owner and that is not described in Item 3, "Declarations", if:</p> <p>(a) the trailer or semi-trailer is not designed or used to carry passengers or for demonstration, sales, office or dwelling purposes; and</p> <p>(b) the trailer or semi-trailer is attached to a <b>motor vehicle used for personal purposes</b> that is insured, or is not attached to such a vehicle provided that it is usually attached to such a vehicle.</p> <p><b>VEHICLE OF WHICH THE NAMED INSURED HAS RECENTLY BECOME THE</b></p> | <p>6</p> <p>31</p> <p>31</p> |

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|  | <p><b>OWNER:</b> A <del>motor vehicle</del>, trailer or semi-trailer of which the <b>named insured</b> has recently become the <b>owner</b>, if the following conditions are met:</p>   |      |
| <p><b>Automobile of the private passenger type:</b> 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;</p> | <p><b>DEFINITIONS</b></p> <p><b>MOTOR VEHICLE USED FOR PERSONAL PURPOSES:</b> Includes any utility <b>motor vehicle</b> while used for personal purposes and whose gross vehicle weight does not exceed 4,500 kg (10,000 lbs.).</p> | 31   |
| <p>(f) Non-owned Trailer - a trailer not owned by the Insured used in connection with the automobile.</p>  | <p>SECTION A</p> <p>2. <b>INSURED VEHICLES</b></p> <p>F. Trailer or semi-trailer of which the <b>named insured</b> is not the <b>owner</b> and that is used with a <b>vehicle</b> insured under the insurance contract.</p>         | 6    |

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| <p><b>4. TWO OR MORE AUTOMOBILES</b></p> <p>(a) Subject to paragraph (c), when two or more automobiles are described hereunder (i) with respect to the use or operation of such Described Automobiles, each automobile shall be deemed to be insured under a separate policy; (ii) with respect to the use or operation of an automobile not owned by the Insured, the limit of the Insurer's liability shall not exceed the highest limit applicable to any one Described Automobile.</p>                     | <p><b>GENERAL CONDITIONS</b></p> <p><b>4. RULES PERTAINING TO APPLICATION OF INSURANCE CONTRACT WHEN THERE ARE TWO OR MORE DESCRIBED VEHICLES</b></p> <p>If there are two or more <b>described vehicles</b>, the insurance contract is deemed to apply to each of the vehicles as if a separate contract had been issued for each of them.</p> <p><b>SECTION A</b></p> <p><b>6. INDEMNITY PAYABLE BY INSURER</b></p> <p><b>6.7 Specific rules for vehicle of which named insured is not the owner</b></p> <p>If the <b>named insured</b> has more than one <b>described vehicle</b> insured with the <b>insurer</b>, under one or more insurance contracts, the highest <b>amount of insurance</b> on those vehicles will apply.</p> | <p>17</p> <p>10</p> |
| <p>(b) When the Insured owns, leases for at least one year or under a contract of leasing two or more automobiles which are insured as Described Automobiles under two or more automobile insurance contracts issued by the same insurer, the amount payable under all such contracts with respect to the use or operation of an automobile not owned by the Insured shall not exceed the highest amount.</p> <p>In no event shall the Insurer pay more under this contract than the amount stated herein.</p> | <p><b>SECTION A</b></p> <p><b>6. INDEMNITY PAYABLE BY INSURER</b></p> <p><b>6.7 Specific rules for vehicle of which named insured is not the owner</b></p> <p>If the <b>named insured</b> has more than one <b>described vehicle</b> insured with the <b>insurer</b>, under one or more insurance contracts, the highest <b>amount of insurance</b> on those vehicles will apply.</p>  | <p>10</p>           |

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| <p>(c) 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>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 section B.</p> | <p>SECTION A</p> <p>6. INDEMNITY PAYABLE BY INSURER</p> <p>6.8 Specific rules for trailers or semi-trailers attached to a motor vehicle</p> <p>A. When one or more trailers or semi-trailers are attached to a <b>motor vehicle</b>, they will be held to be one and the same vehicle.</p> <p>This rule means that, if <b>damage</b> is caused by the <b>motor vehicle</b>, trailer or semi-trailer, a single <b>amount of insurance</b> will apply, namely, the highest amount.</p> <p>B. The same rule will apply if the vehicles are insured under different insurance contracts with the <b>insurer</b>.</p> <p>SECTION B</p> <p>8. INDEMNITY PAYABLE BY INSURER</p> <p>8.5 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 <b>motor vehicle</b> and the vehicles incur <b>damage</b> in the same <b>loss</b>:</p> <ul style="list-style-type: none"> <li>▪ the vehicles will be held to be separate vehicles; and</li> <li>▪ their own coverage and their own <b>deductible</b> will apply.</li> </ul> | <p>10</p> <p>16</p> |

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| <p>(d) 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, while:</p> <p>(i) attached to an automobile of the private passenger type insured under said section;</p> <p>(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> <p><b>Automobile of the private passenger type:</b> as stated in General Provision 3 (f).</p> | <p>SECTION A</p> <p><b>3. PRINCIPAL COVERAGE</b></p> <p>3.2 Clarification concerning damage</p> <p>3.2.1 Damage caused to trailers or semi-trailers of which insured persons are not the owners</p> <p>When <b>damage</b> is caused to a trailer or semi-trailer of which an insured person is not the <b>owner</b> and:</p> <ul style="list-style-type: none"> <li>▪ the trailer or semi-trailer is attached to a <b>motor vehicle used for personal purposes</b> and insured under this Section A; or</li> <li>▪ it is not attached to a <b>motor vehicle used for personal purposes</b>, provided that it is usually attached to such a vehicle;</li> <li>▪ the financial consequences suffered by the insured person will be covered if the trailer or semi-trailer is not designed or used either to carry passengers or for demonstration, sales, office or dwelling purposes.</li> </ul> | <p>7</p> |

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| <p><b>5. CROSS LIABILITY</b></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>  | <p>SECTION A</p> <p><b>3. PRINCIPAL COVERAGE</b></p> <p>3.2 Clarification concerning damage</p> <p>3.2.3 Damage caused to another named insured</p> <p>When a <b>named insured</b> suffers <b>damage</b> caused by another <b>named insured</b>, the person who suffers the <b>damage</b> will be deemed to be <b>another person</b> and may therefore be indemnified by the <b>insurer</b> under Section A.</p>  | 7    |
| <p><b>6. EXCLUDED USES</b></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;</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> <p>(c) the automobile is used as a taxicab, bus, livery or sightseeing conveyance.</p> | <p>SECTION A</p> <p><b>5. EXCLUSIONS</b></p> <p>E. Any <b>loss</b> that occurs while the insured vehicle is:</p> <ul style="list-style-type: none"> <li>▪ leased to <b>another person</b>;</li> <li>▪ used as a taxicab, sightseeing vehicle, bus, coach or other chauffeur-driven vehicle;</li> <li>▪ used to carry explosives;</li> <li>▪ used to carry radioactive material for research, education, development, industrial or other related purposes.</li> </ul> <p>The <b>insurer</b> may accept to insure the above situations by specifying them in "<i>Declarations</i>" or by way of an <b>endorsement</b>.</p> | 8    |

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|  | <p><b>SECTION B</b></p> <p><b>6. EXCLUSIONS</b></p> <p>I. Damage caused by a <b>loss</b> that occurs while the insured vehicle:</p> <ul style="list-style-type: none"> <li>▪ is leased to <b>another person</b>;</li> <li>▪ is used as a taxicab, sightseeing vehicle, bus, coach or any other chauffeur-driven vehicle;</li> <li>▪ is used to carry explosives;</li> <li>▪ is used to carry radioactive material for research, education, development, industrial or other related purposes.</li> </ul> <p>The <b>insurer</b> may accept to insure the above situations by specifying them in “<i>Declarations</i>” or by way of an <b>endorsement</b>.</p> | 14   |
| <p><b>CONDITIONS</b></p> <p>This contract is subject to the <i>Civil Code of Quebec</i>, the <i>Code of Civil Procedure of Quebec</i>, the <i>Automobile Insurance Act</i> and its regulations and the <i>Act respecting off-highway vehicles</i> if applicable.</p> | <p><b>GENERAL CONDITIONS</b></p> <p><b>1. LAWS APPLICABLE TO INSURANCE CONTRACT</b></p> <p>The insurance contract is governed by the following laws:</p> <ul style="list-style-type: none"> <li>▪ <i>Civil Code of Quebec</i>;</li> <li>▪ <i>Code of Civil Procedure of Quebec</i>;</li> <li>▪ <i>Automobile Insurance Act</i> and its regulations; and</li> <li>▪ <i>An Act Respecting Off-highway Vehicles</i>, where applicable.</li> </ul>   | 17   |

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|  | 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><b>1. REPRESENTATION OF RISK</b></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>The client means the person submitting an insurance application.</p> | <p>GENERAL CONDITIONS</p> <p><b>5 DISCLOSURE TO INSURER</b></p> <p><b>5.1 Initial declaration of risk</b></p> <p>The <b>client</b> and the insured person if required by the <b>insurer</b> are bound to represent the facts known to them that are likely to materially influence an insurer in:</p> <ul style="list-style-type: none"> <li>▪ analyzing the risk;</li> <li>▪ deciding whether or not to cover the risk; or</li> <li>▪ setting the <b>insurance premium</b>.</li> </ul> <p>However, the <b>client</b> and the insured person are not required to represent facts known to the <b>insurer</b> already or which the <b>insurer</b> is presumed to know by their notoriety, unless the <b>insurer</b> asks questions in that regard.</p> <p><b>DEFINITIONS</b></p> <p><b>CLIENT:</b> The person who submits an application to the <b>insurer</b> 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 <b>named insured</b>.</p> | <p>17</p> <p>30</p> |

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| <p><b>2. MATERIAL CHANGE IN RISK</b></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>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> | <p>GENERAL CONDITIONS</p> <p><b>5. DISCLOSURE TO INSURER</b></p> <p><b>5.2 Aggravation of risk</b></p> <p><b>5.2.1 Obligation of insured person</b></p> <p>The insured person is required to promptly report to the <b>insurer</b> 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> <ul style="list-style-type: none"> <li>▪ analyzing the risk;</li> <li>▪ deciding whether to continue or terminate the insurance contract; or</li> <li>▪ setting the <b>insurance premium</b>.</li> </ul> <p><b>5.2.2 Rights of insurer</b></p> <p>Upon being informed of any new facts, the <b>insurer</b> may:</p> <ul style="list-style-type: none"> <li>▪ propose a new <b>insurance premium</b> to the <b>named insured</b> in writing. The <b>named insured</b> must then accept and pay the new <b>insurance premium</b> within 30 days of the proposal, failing which the insurance contract will terminate; or</li> <li>▪ cancel the insurance contract subject to the conditions set out in Article 3, "<i>Effective date, renewal and expiry of insurance contract.</i>"</li> </ul> | <p>18</p> |

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|  | <p>However, if the <b>insurer</b> continues to accept payment of the <b>insurance premium</b> or if the <b>insurer</b> pays an indemnity after a <b>loss</b>, the <b>insurer</b> will be deemed to have accepted the new facts as reported.</p>  |           |
| <p><b>3. MISREPRESENTATIONS OR CONCEALMENT</b></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>GENERAL CONDITIONS</p> <p><b>5. DISCLOSURE TO INSURER</b></p> <p>5.3 Consequences of misrepresentation or non-disclosure</p> <p>5.3.1 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 <b>insurer</b> if:</p> <p>(a) the <b>client</b> or an insured person:</p> <ul style="list-style-type: none"> <li>▪ has falsely declared any of the information that must be reported, as stated in Articles 5.1 and 5.2 of this section (known as “misrepresentation”); or</li> <li>▪ has voluntarily failed to disclose any of the information referred to in Articles 5.1 and 5.2 of this section (known as “concealment”);</li> </ul> <p>and</p> <p>(b) such misrepresentation or concealment is likely to substantially influence a reasonable insurer in the decision to cover the risk.</p> | <p>18</p> |

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|  | <p>B. <u>Reduction of indemnity following a loss</u></p> <p>If, following a <b>loss</b>, the <b>insurer</b> fails to establish that the misrepresentation or concealment was likely to substantially influence a reasonable insurer in the decision to cover the risk, the <b>insurer</b> will be required to pay a portion of the indemnity.</p> <p>The indemnity is calculated in proportion to the <b>insurance premium</b> established by the <b>insurer</b> before becoming aware of the misrepresentation or concealment, divided by the <b>insurance premium</b> that the <b>insurer</b> would have established, had the <b>client</b> or the insured person provided the information that they were required to disclose.</p> |      |
| <p>Section B 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> | <p>GENERAL CONDITIONS</p> <p>5. <b>DISCLOSURE TO INSURER</b></p> <p>5.3 <b>Consequences of misrepresentation or non-disclosure</b></p> <p>5.3.2 <b>Consequences for Section B</b></p> <p>A. <u>Nullification of Section B</u></p> <p>Section B may be nullified at any time at the instance of the <b>insurer</b> if:</p> <p>(a) the <b>client</b> or an insured person:</p> <ul style="list-style-type: none"> <li>▪ has falsely declared any of the information that must be reported, as stated in Articles 5.1 and 5.2 of this</li> </ul>   | 19   |

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|                                | <p>section (known as “ misrepresentation”); or</p> <ul style="list-style-type: none"> <li>▪ has voluntarily failed to disclose any of the information referred to in Articles 5.1 and 5.2 of this section (known as “concealment”);</li> </ul> <p>and</p> <p>(b) such misrepresentation or concealment is likely to substantially influence a reasonable insurer in the decision to cover the risk.</p> <p>Following a <b>loss</b>, Section B may be nullified at the instance of the <b>insurer</b> even if the <b>loss</b> 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 <b>loss</b>, and notwithstanding any misrepresentation or concealment, the <b>insurer</b> is required to pay a portion of the indemnity if the <b>insurer</b> fails to establish:</p> <ul style="list-style-type: none"> <li>▪ the bad faith of the <b>named insured</b> or the <b>client</b>; or</li> <li>▪ that it would not have covered the risk, had it known the true facts.</li> </ul> <p>The indemnity is calculated in proportion to the <b>insurance premium</b> established by the <b>insurer</b> before becoming aware of the misrepresentation or concealment, divided by the <b>insurance premium</b> that the <b>insurer</b> would have established, had the <b>client</b> or the insured person provided the information that they were required to disclose.</p> |      |

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| <p><b>4. BREACH OF WARRANTY</b></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>   | <p><b>GENERAL CONDITIONS</b></p> <p><b>6. BREACH OF WARRANTY</b></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"> <li>▪ an insured person remedies the breach; or</li> <li>▪ the <b>insurer</b> gives its consent.</li> </ul> <p>Warranties may be found, among others, in:</p> <ul style="list-style-type: none"> <li>▪ the “<i>Declarations</i>” section; and</li> <li>▪ the <b>endorsements</b>.</li> </ul>  | 19   |
| <p><b>5. PROHIBITED USE</b></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 the age of 16 years 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) (c) in any race or speed test.</p> | <p><b>GENERAL CONDITIONS</b></p> <p><b>7. PROHIBITED USE OF INSURED VEHICLE</b></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"> <li>▪ are under 16 years of age or the legal age to drive; and</li> <li>▪ are not authorized to drive, by law, or qualified to drive or operate the vehicle.</li> </ul> <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 <b>another person</b> to use the insured vehicle in the above situations.</p> | 20   |

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| <p><b>6. INSPECTION OF AUTOMOBILE</b></p> <p>The Insurer shall be permitted at all reasonable times to inspect the automobile and its equipment.</p>  | <p><b>GENERAL CONDITIONS</b></p> <p><b>8. EXAMINATION OF INSURED VEHICLES</b></p> <p>At any reasonable time, the <b>insurer</b> is entitled to examine the <b>described vehicle</b> and its equipment and accessories.</p>  | 20   |
| <p><b>7. NOTICE OF LOSS</b></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> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>1. WHAT TO DO IN THE EVENT OF A LOSS</b></p> <p><b>1.1 Report information to insurer</b></p> <p><b>1.1.1 Report the loss</b></p> <p>Notice must be given to the insurer as soon as an insured person becomes aware of a <b>loss</b> that may be covered under the insurance contract.</p> <p>Any interested person may give such notice to the <b>insurer</b>.</p> <p>Failure to fulfil the obligation to report the <b>loss</b> will result in the loss of his or her right to indemnity for the insured person if such failure causes prejudice to the <b>insurer</b>.</p> | 20   |

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| <p><b>8. INFORMATION TO BE PROVIDED</b></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> <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> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>1. WHAT TO DO IN THE EVENT OF A LOSS</b></p> <p><b>1.1 Report information to insurer</b></p> <p><b>1.1.2 Report any additional information</b></p> <p>When so requested by the <b>insurer</b>, the insured person will be required to inform the <b>insurer</b> as soon as possible of all the circumstances surrounding the <b>loss</b>, including:</p> <ul style="list-style-type: none"> <li>▪ the probable cause of the <b>loss</b>;</li> <li>▪ the nature and extent of the <b>damage</b>;</li> <li>▪ the location of the insured vehicle or any other property;</li> <li>▪ the rights of <b>another person</b>; and</li> <li>▪ any other insurance contracts that may apply.</li> </ul> <p>The insured person must also provide the <b>insurer</b> with supporting documents and declare under oath that all of the information provided 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> | <p>21</p> |

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|   | <ul style="list-style-type: none"> <li>▪ notices;</li> <li>▪ letters; and</li> <li>▪ summons and any other legal process.</li> </ul>   |      |
| <p><b>9. DECEITFUL REPRESENTATION</b></p> <p>Any deceitful representation relating to a loss entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates.</p> <p>However, if the occurrence of the event insured against entails the loss of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.</p> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>1. WHAT TO DO IN THE EVENT OF A LOSS</b></p> <p><b>1.1 Report information to insurer</b></p> <p><b>1.1.3 Consequences of deceitful representations</b></p> <p>If a person makes a deceitful representation relating to a <b>loss</b>, the person will lose his or her right to an indemnity. The person will lose that right solely with respect to the <b>damage</b> caused by the occurrence of the peril to which the deceitful representation relates.</p> <p>However, if the occurrence of the peril caused <b>damage</b> 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 <b>damage</b> caused to the class of property to which the deceitful representation relates.</p> | 21   |

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| <p><b>10. ABANDONMENT, SAFEGUARDING AND EXAMINATION OF PROPERTY</b></p> <p>The Insured may not abandon the damaged property if there is no agreement to that effect with the Insurer.</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> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>1. WHAT TO DO IN THE EVENT OF A LOSS</b></p> <p><b>1.2 Fulfil obligations relating to insured vehicle</b></p> <p><b>1.2.1 Do not abandon insured vehicle</b></p> <p>The insured person must not abandon the insured vehicle or any other damaged property without the <b>insurer's</b> consent.</p> <p><b>1.2.2 Facilitate the salvage and examination of the insured vehicle by the insurer</b></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 examination by the <b>insurer</b>. This includes allowing the <b>insurer</b> and its representatives to visit any premises and examine the insured vehicle and its equipment and accessories.</p> | <p>21</p> |

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| <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> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>1. WHAT TO DO IN THE EVENT OF A LOSS</p> <p>1.2 Fulfil obligations relating to insured vehicle</p> <p>1.2.3 Protect the insured vehicle</p> <p>The insured person must ensure the protection of the insured vehicle from further loss or <b>damage</b>, as far as reasonably possible and at the expense of the <b>insurer</b>.</p> <p>If the insured person fails to fulfil this obligation, any <b>damage</b> resulting directly or indirectly will be at the insured person's expense.</p> <p>1.2.4 Do not perform repairs or remove physical evidence</p> <p>Until the <b>insurer</b> has had a reasonable time to examine the insured vehicle, as provided for in Article 8, "<i>General conditions</i>":</p> <ul style="list-style-type: none"> <li>▪ no repairs must be made to the vehicle; and</li> <li>▪ no physical evidence of the <b>damage</b> must be removed from the vehicle.</li> </ul> <p>However, such actions may be taken if</p> <ul style="list-style-type: none"> <li>▪ they are necessary to protect the insured vehicle; or</li> <li>▪ the <b>insurer</b> gives its consent in writing.</li> </ul> | <p>22</p> |

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| <p><b>11. ADMISSION OF LIABILITY AND COOPERATION</b></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>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>1. WHAT TO DO IN THE EVENT OF A LOSS</b></p> <p><b>1.3 Refrain from commenting on liability and from settling claim</b></p> <p>Except at his or her own cost, following a <b>loss</b>, the insured person must refrain:</p> <ul style="list-style-type: none"> <li>▪ from commenting on his or her liability; and</li> <li>▪ from settling or attempting to settle any claim.</li> </ul> <p>Should an insured person enter into an agreement (called a “transaction”) in respect of the <b>loss</b>, without the consent of the <b>insurer</b>, the <b>insurer</b> will not be bound by such agreement.</p> <p><b>1.4 Cooperate with the insurer</b></p> <p>The insured person must cooperate with the <b>insurer</b> in the processing of any claim.</p> | <p>22</p> |

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| <p><b>12. VALUATION AND MANNER OF PAYMENT</b></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>The Insured shall cooperate with the Insurer in the processing of all claims.</p> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>2. HOW TO CALCULATE VALUE OF DAMAGE</b></p> <p>The value of <b>damage</b> payable by the <b>insurer</b> may not be greater than the “actual cash value” of the insured vehicle.</p> <p><b>2.1 Value of damage payable by insurer for repair of insured vehicle</b></p> <p>The value of <b>damage</b> is determined on the basis of, among other things, the cost of materials at the time of <b>loss</b>.</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><b>2.1.2 Parts out of stock or no longer manufactured</b></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 <b>insurer</b> will be limited to the latest list price of original equipment manufacturer parts.</p> <p>The <b>insurer</b> may also take into account any kind of depreciation.</p> | <p>22</p> |

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| <p>For the purposes of the above coverage, the value of damages caused to the described 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> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>2. HOW TO CALCULATE VALUE OF DAMAGE</b></p> <p><b>2.1 Value of damage payable by insurer for repair of insured vehicle</b></p> <p><b>2.1.1 Clarification concerning automobile body parts</b></p> <p>The <b>insurer</b> will determine the cost of materials on the basis of original equipment manufacturer parts if</p> <ul style="list-style-type: none"> <li>▪ the vehicle is less than two years old or has less than 40,000 km; or</li> <li>▪ the vehicle is used for commercial purposes and is less than one year old.</li> </ul> <p>In all other instances, the <b>insurer</b> may base its determination on the cost of similar automobile body parts. However, the <b>named insured</b> may ask for original equipment manufacturer parts, if available, and must then inform the <b>insurer</b> accordingly when reporting the <b>loss</b>. The <b>insurer</b> will then specify the applicable conditions and additional costs that the <b>named insured</b> will be required to pay.</p> | 23   |

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| <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>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>2. HOW TO CALCULATE VALUE OF DAMAGE</b></p> <p><b>2.2 Value of damage payable by insurer for insured vehicle if a total loss</b></p> <p>If the insured vehicle is a total loss or constructive total loss, the value of <b>damage</b> 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 <b>named insured</b> may ask for the vehicle to be restored to the same condition as it was at the time of <b>loss</b>.</p> <p>The <b>named insured</b> must provide the <b>insurer</b> with supporting evidence to determine the vehicle’s condition at the time of <b>loss</b>.</p> <p>In such instance, the <b>insurer</b> 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 <b>loss</b>.</p> | 23   |
| <p>Except where an arbitration has been made and subject to the rights of preferred and hypothecary creditors, the Insurer, instead to 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> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>3. HOW TO CALCULATE VALUE OF DAMAGE</b></p> <p><b>2.3 Value of damage where insurer may decide to repair, rebuild or replace damaged property</b></p> <p>In the absence of arbitration, and subject to the rights of preferred and hypothecary creditors, the <b>insurer</b> may decide to repair, rebuild</p>  | 23   |

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|   | <p>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 <b>insurer</b> must inform the <b>named insured</b> in writing within seven days after receipt of the proof of loss.</p> <p>In addition, the property must be repaired, rebuilt or replaced within a reasonable amount of time.</p>  |           |
| <p>In all cases, the salvage, if any, shall revert to the Insurer.</p>  | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>2. HOW TO CALCULATE VALUE OF DAMAGE</b></p> <p>Once the <b>named insured</b> has been indemnified, the <b>insurer</b> has the right to recover the damaged property in whole or in part.</p>  | <p>22</p> |
| <p><b>ARBITRATION</b></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> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN NAMED INSURED AND INSURER</b></p> <p><b>4.1 Request for arbitration</b></p> <p>The <b>named insured</b> or the <b>insurer</b> may request arbitration in the event of disagreement on the following:</p> <ul style="list-style-type: none"> <li>▪ the nature, extent or value of the <b>damage</b>;</li> <li>▪ the adequacy of the repairs or replacement.</li> </ul> <p>Arbitration may be requested even if the validity of the insurance contract is being challenged.</p> | <p>24</p> |

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| <p>The party seeking arbitration must notify the other party of his intention in writing, specifying the matter in dispute. The insured's request for arbitration must be granted. The insurer's request for arbitration may be granted subject to the insured's consent.</p> <p>If the insured requests arbitration, the insurer must send the insured an acknowledgement of receipt no later than 15 clear days after receipt of this notice. If the insurer so requests, the insured must confirm acceptance or refusal within the same amount of time.</p> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN NAMED INSURED AND INSURER</b></p> <p><b>4.1 Request for arbitration</b></p> <p><b>4.1.1 Request made by named insured</b></p> <p>The <b>named insured</b> must send a written notice to the <b>insurer</b> indicating the reason of the disagreement.</p> <p>The <b>insurer</b> must accept a request for arbitration made by the <b>named insured</b> and send the <b>named insured</b> an acknowledgement of receipt within 15 clear days after receipt of the notice.</p> <p><b>4.1.2 Request made by insurer</b></p> <p>The <b>insurer</b> must send a written notice to the <b>named insured</b> indicating the reason of the disagreement.</p> <p>The <b>named insured</b> must send the <b>insurer</b> confirmation of his or her acceptance or refusal to submit the disagreement to arbitration within 15 clear days after receipt of the notice.</p> | <p>24</p> |

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| <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> <p>If either party fails to appoint an expert within 30 clear days of the date of the notice or if the experts fail to agree upon an arbitrator within 15 days of their appointment, or if an expert or the arbitrator refuses to act or is unavailable, the vacancy thus created must be filled, on the request of one of the parties, by a court with jurisdiction in the place of the arbitration.</p> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN NAMED INSURED AND INSURER</p> <p>4.2 Designation of experts and arbitrator</p> <p>The <b>insurer</b> and the <b>named insured</b> must each choose an expert.</p> <p>Depending on the nature of the disagreement, both experts thus chosen must determine:</p> <ul style="list-style-type: none"> <li>▪ the nature, extent and value of the <b>damage</b>. In order to do so, they must assess separately the “actual cash value” and the cost of repair or replacement; or</li> <li>▪ the adequacy of the repair or replacement.</li> </ul> <p>If their assessments differ, experts must try and 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 <b>insurer</b> nor the <b>named insured</b>.</p> <p>The <b>insurer</b> or the <b>named insured</b> must ask a competent jurisdiction where the arbitration is held to appoint the arbitrator or experts if:</p> <ul style="list-style-type: none"> <li>▪ the <b>insurer</b> or the <b>named insured</b> failed to choose an expert within 30 clear days of the date of notice;</li> <li>▪ the experts fail to choose an arbitrator within 15 clear days of their appointment; or</li> <li>▪ one of the experts or the arbitrator refuses to act or is unavailable.</li> </ul> | <p>25</p> |

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| <p>Notwithstanding the arbitration procedure and if the validity or application of the contract is not being contested, the insurer shall pay the uncontested portion of the damage amount. This payment must be made no later than 60 days after receipt of notice of loss or receipt of the information or supporting documents required by the insurer.</p>   | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN NAMED INSURED AND INSURER</p> <p>4.3 Value of damage payable by insurer</p> <p>Even if there is arbitration, the <b>insurer</b> will be required to pay the unchallenged portion of the value of <b>damage</b>. Payment must be made no later than:</p> <ul style="list-style-type: none"> <li>▪ within 60 days after the <b>loss</b> was reported; or</li> <li>▪ within 60 days after receipt by the <b>insurer</b> of the information or supporting documents that it requested.</li> </ul> <p>However, if the validity or application of the insurance contract is being challenged, the <b>insurer</b> will not be required to pay such amount within the above time periods.</p> | 25   |
| <p>Subject to this clause, the arbitration shall follow the procedure in sections 940 to 951.2 of the <i>Code of Civil Procedure of Quebec</i>, taking into account any required modifications. In accordance with section 944.1 of this Code, the arbitration may proceed according to a procedure determined by the arbitrator, insofar as this procedure does not contravene the above sections. The arbitration proceedings shall be held at a place in accordance with the domicile of the insured.</p> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN NAMED INSURED AND INSURER</p> <p>4.4 Conduct of arbitration</p> <p>The arbitration must follow the procedure outlined in Articles 940 to 951.2, <i>Code of Civil Procedure</i> of Quebec, with the necessary modifications due to specific rules set out in the insurance contract.</p>   | 25   |

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|   | <p>As stated in Article 944.1, <i>Code of Civil Procedure</i> of Quebec, the arbitrator may decide which procedure to apply for arbitration. Nonetheless, the arbitrator must ensure that the rules set out in Articles 940 to 951.2, <i>Code of Civil Procedure</i> of Quebec are followed.</p> <p><b>4.5 Place of arbitration proceedings</b></p> <p>Arbitration proceedings take place in a location to be determined according to the domicile of the <b>named insured</b>.</p>   | 26   |
| <p>The arbitrator shall settle the dispute in accordance with the applicable laws in the province of Quebec. The arbitrator and the parties may use the language of their choice during the arbitration proceedings. Measures must be taken to ensure that all the participants understand the language used.</p> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN NAMED INSURED AND INSURER</b></p> <p><b>4.7 Arbitrator's decision</b></p> <p>The arbitrator renders a decision based on the applicable laws of Quebec.</p> <p><b>4.6 Choice of language</b></p> <p>The arbitrator, the <b>insurer</b> and the <b>named insured</b> may use the language of their choice during arbitration proceedings. Arrangements must be made to ensure that proceedings are understood by everyone.</p> | 26   |

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| <p>The arbitration award shall be made in writing by the arbitrator. It must indicate the date and place where it has been made. It must state the reasons on which it is based and be signed by the arbitrator, then sent to the parties within 30 days of the date on which it has been made.</p>   | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN NAMED INSURED AND INSURER</p> <p>4.7 Arbitrator's decision</p> <p>The arbitrator's decision must be written and reasoned. It must also be signed and indicate the date and place where it was made.</p> <p>The decision must be sent to the <b>insurer</b> and the <b>named insured</b> within 30 days after the date on which it was made.</p>   | 26   |
| <p>Each party shall pay the expenses and fees of its expert and half the fees and expenses of the arbitration proceedings. The arbitrator is authorized to award the fees and expenses of the arbitration if he deems that the sharing method established by this clause is not justified or fair for each of the parties in the circumstances.</p> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN NAMED INSURED AND INSURER</p> <p>4.8 Costs and fees of arbitration</p> <p>The <b>insurer</b> and the <b>named insured</b> 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> | 26   |

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| <p><b>14. NON-WAIVER</b></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> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>5. PRESERVATION OF RIGHTS OF NAMED INSURED AND INSURER</b></p> <p>The actions of the <b>named insured</b> or the <b>insurer</b> are not considered as the waiving of their rights under the insurance contract if they relate to:</p> <ul style="list-style-type: none"> <li>▪ investigation of a <b>loss</b>;</li> <li>▪ settlement of a <b>loss</b>;</li> <li>▪ arbitration; and</li> <li>▪ proof of loss.</li> </ul> | <p>26</p> |
| <p><b>15. TIME OF PAYMENT</b></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>  | <p><b>SECTION B:</b></p> <p><b>8. INDEMNITY PAYABLE BY INSURER</b></p> <p><b>8.2 Time of payment</b></p> <p>The <b>insurer</b> must pay the indemnity:</p> <ul style="list-style-type: none"> <li>▪ within 60 days after the date on which the <b>named insured</b> reported the <b>loss</b>; or</li> <li>▪ within 60 days after receipt by the <b>insurer</b> of the information or supporting documents that it requested.</li> </ul>                                      | <p>16</p> |

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|   | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN NAMED INSURED AND INSURER</b></p> <p>4.3 Value of damage payable by insurer</p> <p>Following arbitration, the <b>insurer</b> will be required to pay the amount determined by the arbitrator within 15 days after the date on which the <b>named insured</b> accepted the arbitrator's decision.</p> | 25   |
| <p><b>1. CONTINUATION OF COVERAGE</b></p> <p>Coverage is maintained after a loss.</p>   | <p><b>GENERAL CONDITIONS</b></p> <p><b>3. CONTINUATION OF COVERAGE AFTER A LOSS</b></p> <p>A <b>loss</b> does not cause the insurance contract to terminate.</p>  | 17   |
| <p><b>16. PRESCRIPTION</b></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> | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>6. TIME TO START LEGAL ACTION UNDER INSURANCE CONTRACT (PRESCRIPTION PERIOD)</b></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>   | 26   |

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| <p><b>2. SUBROGATION</b></p> <p>Subject to Additional Agreement A (3) of section B, 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>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>3. RIGHT OF INSURER AFTER PAYING AN INDEMNITY</b><br/><i>(RIGHT OF SUBROGATION)</i></p> <p><b>3.1 General rule</b></p> <p>After paying an indemnity, the <b>insurer</b> will be subrogated to the rights of the insured person against the person responsible for the <b>damage</b>. This means that the rights of the insured person are transferred to the <b>insurer</b>.</p> <p>Subrogation operates up to the amount of the indemnity paid by the <b>insurer</b>.</p> <p>If the <b>insurer</b> cannot exercise its right of subrogation due to any act of the insured person, the <b>insurer</b> may be fully or partly released from its obligations towards the insured person.</p> <p><b>3.2 Exceptions</b></p> <p>In the following two instances, the insurer cannot ask the person responsible for the <b>damage</b> 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>24</p> |

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| <p>The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.</p>  | <p>REPORTING A LOSS AND SUBMITTING A CLAIM</p> <p><b>3. RIGHT OF INSURER AFTER PAYING AN INDEMNITY (<i>RIGHT OF SUBROGATION</i>)</b></p> <p><b>3.1 General rule</b></p> <p>If the <b>insurer</b> cannot exercise its right of subrogation due to any act of the insured person, the <b>insurer</b> may be fully or partly released from its obligations towards the insured person.</p>   | <p>24</p> |
| <p><b>17. OTHER LIABILITY INSURANCE</b></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><b>SECTION A</b></p> <p><b>6. INDEMNITY PAYABLE BY INSURER</b></p> <p><b>6.6 Specific rules for temporary replacement vehicle</b></p> <p>A. Any civil liability insurance contract issued to the <b>owner</b> of a <b>temporary replacement vehicle</b> applies first.</p> <p>B. This Section A will apply only if the insurance of that <b>owner</b> is insufficient,</p> <ul style="list-style-type: none"> <li>▪ up to the <b>amount of insurance</b> on the <b>described vehicle</b>, and</li> <li>▪ only for the amount exceeding the obligation of the <b>owner's</b> insurer.</li> </ul> <p>If the <b>named insured</b> has more than one <b>described vehicle</b> insured with the <b>insurer</b>, under one or more insurance contracts, the highest <b>amount of insurance</b> on those vehicles will apply.</p> | <p>9</p>  |

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|  | <p>6.7 Specific rules for vehicle of which named insured is not the owner</p> <p>A. Any civil liability insurance contract issued to the <b>owner</b> of a <b>vehicle of which the named insured is not the owner</b> applies first.</p> <p>B. This Section A will apply only if the insurance of that <b>owner</b> is insufficient,</p> <ul style="list-style-type: none"> <li>▪ up to the <b>amount of insurance</b> on the <b>described vehicle</b>, and</li> <li>▪ only for the amount exceeding the obligation of the <b>owner's</b> insurer.</li> </ul> <p>If the <b>named insured</b> has more than one <b>described vehicle</b> insured with the <b>insurer</b>, under one or more insurance contracts, the highest <b>amount of insurance</b> on those vehicles will apply.</p> | 10   |
| <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><b>SECTION A</b></p> <p><b>6. INDEMNITY PAYABLE BY INSURER</b></p> <p>6.9 Specific rules for insured vehicle in custody of a person engaged in a garage business</p> <p>When <b>damage</b> is caused by an insured vehicle in the custody of a <b>garage business</b> at the time of <b>loss</b>:</p> <p>A. The insurance contract of the person who engages in a <b>garage business</b> and in whose custody the vehicle has been placed applies first, provided such contract covers the person's</p>   | 10   |

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|   | <p>civil liability without expressly designating the vehicles that are insured.</p> <p>B. This Section A only applies if such person’s insurance is insufficient,</p> <ul style="list-style-type: none"> <li>▪ up to the applicable <b>amount of insurance</b>, and</li> <li>▪ only for the amount exceeding the obligation of that person’s insurer.</li> </ul>  |      |
| <i>New clause</i>   | <p>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p><b>1. EFFECTIVE DATE AND EXPIRY OF INSURANCE CONTRACT</b></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 <b>endorsements</b>.</p>  | 27   |
| <p><b>19. RENEWAL OF CONTRACT</b></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 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>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p><b>2. RENEWAL OF INSURANCE CONTRACT</b></p> <p>Upon its date of expiry, the insurance contract will be renewed automatically, unless notice to the contrary is given by the <b>named insured</b> or the <b>insurer</b>.</p> <p>The insurance contract will be renewed for the same <b>insurance premium</b> and the same period, unless notice to the contrary is given by the <b>named insured</b> or the <b>insurer</b>.</p> | 27   |

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|   | <p>The notice sent by the <b>insurer</b> may be a notice of non-renewal or a notice to change the <b>insurance premium</b>. The notice must be sent to the <b>named insured</b> no later than 30 days before the date of expiry of the insurance contract, at the last known address of the <b>named insured</b>.</p> <p>If the <b>named insured</b> uses an insurance broker, the <b>insurer's</b> notice must be sent to the insurance broker who must then deliver it to the <b>named insured</b>.</p>   |      |
| <p><b>21 CANCELLATION</b></p> <p>This contract may be cancelled at any time:</p> <p>(a) by each of the Named Insureds giving mere written notice to the Insurer. Cancellation takes effect upon receipt of the notice by the Insurer 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>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p><b>3. CANCELLATION OF INSURANCE CONTRACT (ENDING OF INSURANCE CONTRACT)</b></p> <p><b>3.1 Cancellation by named insured</b></p> <p><b>3.1.1. Conditions to be met</b></p> <p>The <b>named insured</b> may cancel the insurance contract at any time by written notice to the <b>insurer</b>.</p> <p>The <b>named insureds</b> 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 <b>insurer</b> of the notice of each of the <b>named insureds</b> or their representative.</p> <p><b>3.1.2 Refund of insurance premium</b></p> <p>If the insurance contract is cancelled by the <b>named insured</b>, the <b>insurer</b> must refund any overpayment of <b>insurance premiums</b>, as</p> | 27   |

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|   | <p>calculated according to the “<i>Cancellation table</i>.” The “<i>Cancellation table</i>” is part of the insurance contract.</p> <p>However, if the <b>insurance premium</b> was paid to the <b>insurer</b> by the insurance broker, the <b>named insured</b> may be refunded solely for what has actually been paid or refunded to the insurance broker.</p>  |      |
| <p><b>21. CANCELLATION</b></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>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>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p><b>3. CANCELLATION OF INSURANCE CONTRACT ( <i>ENDING OF INSURANCE CONTRACT</i> )</b></p> <p><b>3.2 Cancellation by insurer</b></p> <p><b>3.2.1 Conditions to be met</b></p> <p>A. <u>Cancellation within 60 days</u></p> <p>The <b>insurer</b> may cancel the insurance contract within 60 days after its effective date.</p> <p>The <b>insurer</b> must send a written notice to each of the <b>named insureds</b> or their representative.</p> <p>Cancellation takes effect 15 days after receipt of the notice by each of the <b>named insureds</b> or by their representative, at their last known address.</p> <p>B. <u>Cancellation after 60 days</u></p> <p>More than 60 days after the effective date of the insurance contract, the <b>insurer</b> may cancel the insurance contract only if</p> | 28   |

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|   | <ul style="list-style-type: none"> <li>▪ there has been an aggravation of risk which is likely to substantially influence a reasonable insurer in the decision to maintain the insurance contract; or</li> <li>▪ the <b>insurance premium</b> has not been paid.</li> </ul> <p>The <b>insurer</b> must send a written notice to each of the <b>named insureds</b> or their representative.</p> <p>Cancellation is effective either:</p> <ul style="list-style-type: none"> <li>▪ 30 days after receipt of the notice by each of the <b>named insureds</b> or by their representative, at their last known address; or</li> <li>▪ 15 days after receipt of the notice by each of the <b>named insureds</b> or by their representative, at their last known address, if the <b>described vehicle</b> is a vehicle under Title VIII.1, <i>Highway Safety Code</i>, and is not a school bus.</li> </ul> |      |
| <p>The Insurer shall refund the excess of the premium actually paid over the earned premium computed on a day to day basis.</p> | <p>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p>3. CANCELLATION OF INSURANCE CONTRACT ( <i>ENDING OF INSURANCE CONTRACT</i> )</p> <p>3.2 Cancellation by insurer</p> <p>3.2.2 Refund of insurance premium</p> <p>If the <b>insurer</b> cancels the insurance contract, the <b>insurer</b> will be entitled only to the portion of the <b>insurance premium</b> corresponding to the number of days for which the <b>named insured</b> was actually covered under the insurance contract.</p>   | 28   |

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|  | <p>If the <b>named insured</b> paid the <b>insurance premium</b> in advance, the <b>insurer</b> must refund the overpayment. However, if the <b>insurance premium</b> was paid to the <b>insurer</b> by the insurance broker, the <b>named insured</b> may be refunded solely for what has actually been paid or refunded to the insurance broker.</p> |      |
| <p>Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph (a) or (b) above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.</p>                        | <p>EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT</p> <p><b>3. CANCELLATION OF INSURANCE CONTRACT ( ENDING OF INSURANCE CONTRACT)</b></p> <p><b>3.1 Cancellation by named insured</b></p> <p><b>3.1.1. Conditions to be met</b></p> <p>The <b>named insureds</b> may mandate one or more of them to send a notice on behalf of them all.</p> | 27   |
| <p>In this Condition, the words <b>premium actually paid</b> 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> | <p><i>Removed</i></p>  | n/a  |

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| <p><b>22. NOTICE</b></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> | <p><b>GENERAL CONDITIONS</b></p> <p><b>9. NOTICE TO INSURER AND NAMED INSURED</b></p> <p>Any notice to the <b>insurer</b> may be sent by any recognized means of communication to the <b>insurer</b> or its authorized representative.</p> <p>Any notice to the <b>named insured</b> may be delivered personally to the <b>named insured</b> or by mail to the last known address of the <b>name insured</b>.</p> | 20   |
| <p><b>CANCELLATION TABLE</b></p>  | <p><b>CANCELLATION TABLE</b></p>  | 29   |