

New Wordings of Automobile Insurance Forms Effective February 1st, 2010

Since 2005, the Groupement des assureurs automobiles has been revising the automobile insurance forms. As the revision has now been completed, the Autorité des marchés financiers (Autorité) has approved the new wordings of the policies and some of their endorsements. Also, at the Autorité's request, a new endorsement has been created. The modified forms are as follows:

- Q.P.F. N° 1 – Owner's form and endorsements;
- Q.P.F. N° 4 – Garage form and endorsements;
- Q.P.F. N° 6 – Non-owned form and endorsements;
- Q.P.F. N° 7 – Excess liability form;
- Q.E.F. N° 21a – Blanket basis fleet endorsement (monthly premium adjustment)
- Q.E.F. N° 21b – Blanket basis fleet endorsement (annual premium adjustment)
- Q.E.F. N° 37 (A-B) and 4-37 (A-B) – Modified Coverage on Sound Systems and other Electronic Communications Equipment;
- Q.E.F. N° 43 (A à E) and 4-43 (A à E) – Change to Loss Payment Endorsement, and;
- Q.E.F. N° 6-94 – Civil Liability Resulting from Damage to Hired Automobiles and/or Automobiles Operated under contract Endorsement.

The tables below highlight the changes made to the automobile insurance forms and endorsements, effective February 1, 2010.

COMMON MODIFICATIONS

Q.P.F. N° 1 – OWNER’S FORM AND ENDORSEMENTS
Q.P.F. N° 4 – GARAGE FORM AND ENDORSEMENTS
Q.P.F. N° 7 – EXCESS LIABILITY FORM

Section A – Additional Agreements

New wording:

- (4) to bear any fees the Insured is charged by a municipality under the *Act respecting municipal taxation* for the use of its fire protection service when the fire department is called to prevent or fight fire in the automobile;

Q.P.F. N° 1 – OWNER’S FORM AND ENDORSEMENTS
Q.P.F. N° 4 – GARAGE FORM AND ENDORSEMENTS
Q.E.F. N° 6-94 – CIVIL LIABILITY RESULTING FROM DAMAGE TO HIRED AUTOMOBILES
AND/OR AUTOMOBILES OPERATED UNDER CONTRACT ENDORSEMENT

Section B – Additional Agreements

Previous wording:

- (A) Where loss or damage arises from a peril insured under section B, the Insurer further agrees:

- (1) to pay general average, salvage and fire department charges, and customs duties of Canada or of the United States of America, for which the Insured is civilly liable;

New wording:

- (A) Where loss or damage arises from a peril insured under section B, the Insurer further agrees:

- (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;

New wording :

- (2) to bear any fees the Insured is charged by a municipality under the *Act respecting municipal taxation* for the use of its fire protection service when the fire department is called to prevent or fight fire in the automobile;

General provisions, Definitions and Exclusions – 4. Two or more Automobiles

Previous wording:

- (d) ...
- (i) attached to an automobile of the private passenger type insured under said section;
 - (ii) not attached to any other vehicle, provided such trailer is generally attached to an automobile of the private passenger type insured under said section.

New wording:

- (d) ...
- (i) attached to an automobile of the private passenger type insured under said section;
 - (ii) not attached to any other vehicle, provided such trailer is generally attached to an automobile of the private passenger type insured under said section.

Automobile of the private passenger type: as stated in General Provision 3 (f).

Q.P.F. N° 1 – OWNER’S FORM AND ENDORSEMENTS
Q.P.F. N° 4 – GARAGE FORM AND ENDORSEMENTS
Q.P.F. N° 6 – NON-OWNED FORM AND ENDORSEMENTS

Conditions – 13. Arbitration

Previous wording:

13. Arbitration in Case of Disagreement

Previous wording:

In the event of disagreement as to the nature, extent or amount of the loss or damage or as to the adequacy of repairs or replacements, such questions shall be determined by arbitration before recovery can be made under this contract, whether the right to recover on this contract is disputed or not, and independently of all other questions.

New wording:

13. Arbitration

New wording:

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.

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.

New wording:

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.

Previous wording:

The Insured and the Insurer shall each select one appraiser, and the two so chosen shall then select a disinterested arbitrator. Thereafter the two appraisers together shall estimate or appraise the loss or damage, stating separately sound value and damage, or determine the adequacy of repairs or replacements, and, failing to agree, shall submit their differences to the arbitrator.

New wording:

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.

Previous wording:

In case either party fails to name an appraiser within seven clear days after being served with written notice so to do, or in case the appraisers fail to agree upon an arbitrator within fifteen days after their appointment, or in case an appraiser or arbitrator refuses to act or is incapable of acting, or dies, a Judge of a Court having jurisdiction where the arbitration is to be held may appoint such appraiser or arbitrator on the application of the Insured or of the Insurer.

New wording:

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.

New wording:

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.

Previous wording:

The arbitration award shall be made in writing by the two appraisers, or by one appraiser and the arbitrator. For the surplus, the procedure provided in Sections 940 to 951.2 of the Code of Civil Procedure of Quebec shall apply mutatis mutandis. Each party shall pay the appraiser selected by him, and shall bear equally the expenses of the arbitration.

New wording:

Subject to this clause, the arbitration shall follow the procedure in sections 940 to 951.2 of the *Code of Civil Procedure of Quebec*, taking into account any required modifications. In accordance with section 944.1 of this Code, the arbitration may proceed according to a procedure determined by the arbitrator, insofar as this procedure does not contravene the above sections. The arbitration proceedings shall be held at a place in accordance with the domicile of the insured.

New wording:

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.

New wording:

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.

New wording:

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.

Q.P.F. N° 1 – OWNER’S FORM AND ENDORSEMENTS
Q.P.F. N° 4 – GARAGE FORM AND ENDORSEMENTS

Conditions – 18. Subrogation

Previous wording:

Subject to Additional Agreement A (2) 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.

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.

New wording:

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.

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.

DISTINCT MODIFICATIONS

Q.P.F. N° 1 – OWNER’S FORM AND ENDORSEMENTS

Section B – Additional Changes

Previous wording:

B – Loss of Use by Theft

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 \$25 a day, subject to a maximum of \$750 in anyone occurrence.

New wording:

B – Loss of Use by Theft

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.

General Provisions, Definitions and Exclusions – 3. Definitions

Previous wording:

the words **the automobile** mean :

(d) ...

In respect of the exceptions stated in subparagraphs (i), (ii), (iii) and (iv) above, coverage shall nevertheless be afforded to the owner of the Described Automobile up to the compulsory minimum amount required under the Automobile Insurance Act or the Act respecting off-highway vehicles, depending on the type of vehicle involved;

New wording:

the words **the automobile** mean:

(d) ...

In respect of the exceptions stated in subparagraphs (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 Automobile Insurance Act or the Act respecting off-highway vehicles, depending on the type of vehicle involved;

Previous wording:

(f) ...

(i) attached to an automobile of the private passenger type insured under this contract;

New wording:

(f) ...

(i) attached to an automobile of the private passenger type insured under this contract;

(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;

(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;

Automobile of the private passenger type: 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;

(g) ...

Automobile of the private passenger type: 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;

(g) ...

Q.P.F. N° 4 – GARAGE FORM AND ENDORSEMENTS

Section C – Additional Agreements

New wording:

4) to bear any fees charged to the owner of a customer's automobile by a municipality under the *Act respecting municipal taxation* for the use of its fire protection service when the fire department is called to prevent or fight fire in this automobile, when these fees are charged against the Insured;

General Provisions, Definitions and Exclusions – 3. Definitions

Previous wording:

the term **automobile of the private passenger type** means commercial vehicles of a 4 500 kgs (10 000 lbs) gross vehicle weight or less while used for private or pleasure purpose and station wagons.

New wording:

the term **automobile of the private passenger type** means commercial vehicles of 4,500 kgs (10 000 lbs) gross vehicle weight or less while used for private or pleasure purpose shall be deemed to be of the private passenger type.

General Provisions, Definitions and Exclusions – 6. Two or More Automobiles

Previous wording:

- (c) ...
- (i) attached to an automobile of the private passenger type insured under said section;
 - (ii) not attached to any other vehicle, provided such trailer is generally attached to an automobile of the private passenger type insured under said section;

New wording:

- (c) ...
- (i) attached to an automobile of the private passenger type insured under said section;
 - (ii) not attached to any other vehicle, provided such trailer is generally attached to an automobile of the private passenger type insured under said section;

Automobile of the private passenger type: as stated in General Provision 3.

General Provisions, Definitions and Exclusions – 10. Additional Insureds – Non-owned Automobiles

No change to the English form

Q.P.F. N° 6 – NON-OWNED FORM AND ENDORSEMENTS

Declarations – Item 4

No change to the English form

General Provisions, Definitions and Exclusions – 4. Two or more Automobiles

Previous wording:

- c) ...
- (i) attached to an automobile of the private passenger type insured under said section;
 - (ii) not attached to any other vehicle, provided such trailer is generally attached to an automobile of the private passenger type insured under said section.

New wording:

- c) ...
- (i) attached to an automobile of the private passenger type insured under said section;
 - (ii) not attached to any other vehicle, provided such trailer is generally attached to an automobile of the private passenger type insured under said section.

Automobile of the private passenger type: 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.

NEW ENDORSEMENT

Q.E.F. N° 41 – ENDORSEMENT MODIFYING THE DEDUCTIBLES INDICATED IN THE DECLARATIONS
Q.E.F. N° 4-41 – ENDORSEMENT MODIFYING THE DEDUCTIBLES INDICATED IN THE DECLARATIONS

INSURER

Issued to
Attached to and forming part of Policy No. Effective from 12:01 standard time.

The following changes are made to the deductibles in section B of the Declarations:

Q.E.F. N° 41

If more than one automobile is insured under this contract, this endorsement shall apply only to the automobile(s) described under item(s) numberof item 3 of the Declarations.

Q.E.F. N° 4-41

This endorsement shall apply only to the following automobile(s):
.....
.....

All other terms and conditions of the contract remain the same.

MODIFIED ENDORSEMENTS

Q.E.F N° 21A – BLANKET BASIS FLEET ENDORSEMENT (MONTHLY PREMIUM ADJUSTMENT)

Previous wording:

ITEM 1

It is hereby understood and agreed that the contract shall provide insurance with respect to all automobiles which, while the contract is in force, are actually owned by and registered in the name of the Insured, leased for at least one year or under a contract of leasing by the Insured, where the Insured, as lessee is required to provide insurance on such leased automobiles, provided the Insured shall report to the Insurer in writing:

Previous wording:

- (a) on the effective date of the endorsement, all automobiles in the possession of the Insured at that time, failing which such automobiles will not be insured;
- (b) at the end of the contract period, all automobiles acquired or disposed of by the Insured after the effective date of the endorsement, and the Insurer shall waive compliance with the provisions of part (b) of the definition of **the automobile**, in clause 3 of the General Provisions, Definitions and Exclusions of the policy.

New wording:

For the purposes of this endorsement, the contract shall provide insurance with respect to all automobiles which, while the contract is in force, are actually owned by and registered in the name of the Insured, leased for at least one year or under a contract of leasing by the Insured, where the Insured, as lessee is required to provide insurance on such leased automobiles.

New wording:

- On the effective date of the endorsement, the Insured shall provide the Insurer with a list of all the automobiles in his possession at that time. In the absence of, such automobiles will not be insured.
- At the end of the endorsement period, the Insured shall provide the Insurer with a statement of all additions or deletions from the original list of automobiles during the term of this endorsement. The Insurer shall waive compliance with part (b) of the definition of **the automobile** in clause 3 of the General Provisions, Definitions and Exclusions.

New wording:

For any automobile newly acquired during the term of this endorsement, coverage applies as follows:

	Section A	Section B – Subsections			
Type of usage or description of automobiles	Civil liability	1 All perils	2 Collision or upset	3 Comprehensive (excluding collision or upset)	4 Specified perils
	Insurance amount	Deductible	Deductible	Deductible	Deductible
Type of usage or description of automobiles not mentioned above					
Endorsements					

Previous wording:

ITEM 5

Provided the Insured has authorized the Insurer in writing, the Insurer may at any time during regular business hours and upon fourteen days' prior notice examine the books and records of the Insured insofar as they relate to the subject matter of the contract.

New wording:

ITEM 4

Provided the Insured has authorized the Insurer in writing, the Insurer or a duly authorized representative may during regular business hours and upon fourteen days' prior notice examine the books and records of the Insured insofar as they relate to the subject matter of the contract.

Q.E.F. N° 21B – BLANKET BASIS FLEET ENDORSEMENT (ANNUAL PREMIUM ADJUSTMENT)

Previous wording:

ITEM 1

It is hereby understood and agreed that the contract shall provide insurance with respect to all automobiles which, while the contract is in force, are actually owned by and registered in the name of the Insured, leased for at least one year or under a contract of leasing by the Insured, where the Insured, as lessee is required to provide insurance on such leased automobiles, provided the Insured shall report to the Insurer in writing:

Previous wording:

- (a) on the effective date of the endorsement, all automobiles in the possession of the Insured at that time, failing which such automobiles will not be insured;
- (b) at the end of the contract period, all automobiles acquired or disposed of by the Insured after the effective date of the endorsement, and the Insurer shall waive compliance with the provisions of part (b) of the definition of the automobile, in clause 3 of the General Provisions, Definitions and Exclusions of the policy.

New wording:

For the purposes of this endorsement, the contract shall provide insurance with respect to all automobiles which, while the contract is in force, are actually owned by and registered in the name of the Insured, leased for at least one year or under a contract of leasing by the Insured, where the Insured, as lessee is required to provide insurance on such leased automobiles.

New wording:

- On the effective date of the endorsement, the Insured shall provide the Insurer with a list of all the automobiles in his possession at that time. In the absence of, such automobiles will not be insured.
- At the end of the endorsement period, the Insured shall provide the Insurer with a statement of all additions or deletions from the original list of automobiles during the term of this endorsement. The Insurer shall waive compliance with part (b) of the definition of the automobile in clause 3 of the General Provisions, Definitions and Exclusions.

New wording:

For any automobile newly acquired during the term of this endorsement, coverage applies as follows:

	Section A	Section B – Subsections			
Type of usage or description of automobiles	Civil liability	1 All perils	2 Collision or upset	3 Comprehensive (excluding collision or upset)	4 Specified perils
	Insurance amount	Deductible	Deductible	Deductible	Deductible
Type of usage or description of automobiles not mentioned above					
Endorsements					

Previous wording:

ITEM 2

The total premium stated in item 4 of the Declarations is an advance premium subject to adjustment at the end of the contract period when the Insured shall deliver to the Insurer a written statement with effective dates of all additions to and deletions from the original schedule of automobiles during such contract period.

At the end of the contract period, the Insurer shall calculate the earned premium on a prorata basis in respect of the automobiles insured during the contract period in accordance with the Insurer's rate manual in force at the time the policy was issued. If the earned premium exceeds the advance premium the Insured shall immediately pay such additional premium; if less, the Insurer shall immediately refund to the Insured the return premium due.

New wording:

ITEM 1

The total premium stated in item 4 of the Declarations is an advance premium subject to adjustment at the end of the endorsement term based on the written statement the Insured shall deliver to the Insurer. This statement must indicate the dates of all additions to or deletions from the original list of automobiles during the term of the endorsement. The premium for these automobiles shall be determined according to the Insurer's rate manual in force at the time the policy was issued. The premium is adjusted according to one of the following methods:

New wording:

on a prorata basis according to the type of usage or description of the automobiles;

or

by applying 50% of the premium according to the type of usage or description of the automobiles.

If the earned premium thus calculated generates an additional premium, it must be paid by the Insured. If it generates an overpaid premium, it will be reimbursed by the Insurer.

New wording:

ITEM 2

If this contract does not include any, the advance premium is calculated according to the summary below and, if necessary, will be used for adjustment purposes according to the terms and conditions stated in Item 1:

Number of units	Type of usage or description of automobiles	Territory of use	Unit rate	Advance premium

Previous wording:

ITEM 3

Provided the Insured has authorized the Insurer in writing, the Insurer may at any time during regular business hours and upon fourteen days' prior notice examine the books and records of the Insured insofar as they relate to the subject matter of the contract.

New wording:

ITEM 3

Provided the Insured has authorized the Insurer in writing, the Insurer or a duly authorized representative may during regular business hours and upon fourteen days' prior notice examine the books and records of the Insured insofar as they relate to the subject matter of the contract.

Q.E.F. N° 37 (A-B) – MODIFIED COVERAGE ON SOUND SYSTEMS AND OTHER ELECTRONIC COMMUNICATIONS EQUIPMENT

Q.E.F. N° 4-37 (A-B) – MODIFIED COVERAGE ON SOUND SYSTEMS AND OTHER ELECTRONIC COMMUNICATIONS EQUIPMENT

Previous wording:

Q.E.F. N° 37 (A-B) – Modified Coverage on Sound Systems and other Electronic Communications Equipment

In consideration of the premium charged for section B, it is hereby understood and agreed that with respect to loss or damage to sound systems and other electronic communications equipment in or on the automobile (other than original equipment), coverage applies according to either (a) or (b) below, as stated in the Declarations:

Previous wording:

37A – Limitation of amount

With respect to any electronic equipment (other than original equipment) the Insurer shall not be liable for any amount in excess of the actual cash value at the time the loss or damage occurs or in excess of \$, whichever is the lesser.

Previous wording:

Electronic equipment means electronic equipment used for recording or reproducing sound or pictures or for communications, including citizens band radios and two-way amateur radios or other, tape, stereo and compact disc players, telephones, including cellular telephones, television sets, fax machines and computers.

New wording:

Q.E.F. N° 37 (A-B) – Modified Coverage on Electronic Equipment

If stated in the Declarations and in the event of a loss involving **electronic equipment** installed or meant to be installed permanently in or on the automobile, other than **original equipment**, section B coverage applies according to one of the options below:

New wording:

37A – Limitation of amount

With respect to any **electronic equipment** other than original equipment, coverage is limited to \$....., without however exceeding the actual cash value at the date of the loss.

New wording :

It is specified that this limitation applies even when Q.E.F. No. 43 (A to F) – Change to Loss Payment Endorsement is attached to this contract.

New wording:

Electronic equipment means electronic devices used for communicating, recording and reproducing sound or images or both simultaneously, including sound systems, citizens band radios, two-way amateur radios or other, GPS personal navigation devices, compact disc and DVD players.

Q.E.F. N° 43 (A à E) – CHANGE TO LOSS PAYMENT ENDORSEMENT
Q.E.F. N° 4-43 (A à E) – CHANGE TO LOSS PAYMENT ENDORSEMENT

Previous wording:

Q.E.F. N° 43 (A à E) – Change to Loss Payment Endorsement

New wording:

Q.E.F. N° 43 (A à F) – Change to Loss Payment Endorsement

Details required for this endorsement as well as the headings of the insured options must be entered in the Declarations of the policy to which it is attached. The insurer may also enter them in the endorsement.

INSURER

Issued to

Attached to and forming part of Policy No. Effective from 12:01 standard time.

Previous wording:

In the event of loss or damage to the Described Automobile caused by any of the perils mentioned in the table below for which an additional premium is specified, section B is hereby extended to provide such of the following option(s) as is (are) stated in the Declarations.

New wording:

In consideration of an additional premium of \$....., section B is hereby extended to provide such of the option(s) selected as is (are) stated in the Declarations

Subject to the terms in the second paragraph of Condition 12 of the Conditions section concerning the valuation of damage to the Described Automobile, whenever any of the settlement options of this endorsement apply, the first three paragraphs of Condition 12 are deleted, unless otherwise stated in this endorsement.

New wording:

However, the Insured may request settlement in accordance with the provisions of Condition 12, unless otherwise stated in the option. The Insured must then make a request to the Insurer.

New wording:

The Insured shall be required to contribute the deductible amount stated in the Declarations.

Previous wording:

43A – Waiver of depreciation in the event of a partial loss

In the event of a partial loss, the Insurer agrees to effect settlement without any deduction for depreciation.

Previous wording:

43B – Waiver of depreciation in the event of a partial loss when used parts are unavailable

In the event of a partial loss, when used parts are not available, the Insurer agrees to effect settlement without any deduction for depreciation. However, if the Insured elects not to repair or

replace the damaged property, the Insurer shall not be liable for more than the actual cash value.

Previous wording:

43C – Agreed amount in the event of a total loss

In the event of a total or constructive total loss of the automobile, the Insurer shall be liable for \$, which amount is agreed to be the value of the automobile for the purpose of this insurance and shall not be contested.

If the automobile is under a rental agreement or a contract of leasing, the Insurer's liability for the tax component shall be limited to the actual cost assumed by the lessee, in the event of a total or constructive total loss of the automobile.

New wording:

Option 43A – Partial Loss – New Parts

For the purpose of the application of this option, the term “new parts” designates new similar parts or original equipment manufacturer parts.

In the event of a partial loss, there shall be no deduction for depreciation. If the Insurer determines that the damaged parts cannot be repaired and must be replaced, coverage is based on the cost of new original equipment manufacturer parts.

In the event of the obsolescence or unavailability of new parts, the Insurer shall not be liable for more than the latest list price of these parts.

If the parts are not repaired or replaced, the coverage awarded is based on the actual cash value.

New wording:

Option 43B – Partial Loss – Waiver of Depreciation

The coverages of the first two paragraphs of Condition 12 of the Conditions section are extended when this option applies.

In the event of a partial loss, if the Insurer determines that depreciation is to be applied, settlement shall correspond to this depreciation amount up to \$..... per claim.

If the parts are not repaired or replaced, the coverage awarded is based on the actual cash value.

New wording:

Option 43C – Total Loss – Agreed Amount

In the event of a total loss or constructive total loss, the agreed value of the Described Automobile is set at \$.....

The Insured may not request settlement in accordance with the provisions of Condition 12.

Therefore, if the tax has not been paid in full by the lessee, the agreed amount will be reduced by the unpaid portion of the tax.

Previous wording:

43D – Waiver of depreciation in the event of a total loss

In the event of a total or constructive total loss of the Described Automobile, the Insurer shall be liable for the purchase price paid by the Insured who is the actual owner of the said automobile, not exceeding the current price at the original date of purchase of the automobile, nor the price for which the Insurer may purchase a new automobile of like kind and quality with similar equipment on the date of the accident.

Previous wording:

43E – Replacement cost in the event of a total loss

In the event of a total or constructive total loss of the Described Automobile, the Insurer shall be liable for the replacement cost of the said automobile by another new automobile having the same specifications and equipment or, if no such automobile is available, by another new automobile of like kind and quality with similar equipment.

New wording:

Option 43D – Total Loss – Waiver of Depreciation

In the event of a total loss or constructive total loss, the coverage corresponds to the least of the following amounts:

- the price paid for the Described Automobile by the Insured who is the actual owner;
- the current price of the Described Automobile at the original date of purchase;
- the price for which the Insurer may purchase, on the date of the loss, a new automobile with similar specifications, equipment and accessories.

New wording:

Option 43E – Total Loss – Replacement Cost

A. In the event of a total loss or constructive total loss, if the automobile is replaced by a new automobile having the same specifications, equipment and accessories, the coverage awarded is based on the replacement cost of the replacement automobile.

In the event no such automobile is available, if the automobile is replaced by a new automobile having similar specifications, equipment and accessories as the Described Automobile, the coverage corresponds to the cost of the said replacement automobile.

B. If the automobile is replaced by a new automobile, other than that described in settlement option A, or by a used automobile, the Insurer shall be liable for the greater of the following amounts.

- the price of the replacement automobile;
- the price paid for the Described

Automobile by the Insured who is the actual owner;

without, however, exceeding the price the Insurer would have paid if settlement option A had been applied.

Previous wording:

If the Described Automobile is not replaced, the Insurer shall be liable for the purchase price paid by the Insured who is the actual owner of the said automobile, not exceeding the current price at the original date of purchase of the automobile, nor the price for which the Insurer may purchase a new automobile of like kind and quality with similar equipment on the date of the accident.

New wording:

C. If the Described Automobile is not replaced, the Insurer shall be liable for the lesser of the following amounts:

- the price paid for the Described Automobile by the Insured who is the actual owner;
- the current price of the Described Automobile at the original date of purchase;

without, however, exceeding the price the Insurer would have paid if settlement option A had been applied.

New option:

Option 43F – Total Loss – Increased Settlement

In the event of a total loss or constructive total loss, the coverage corresponds to:

A – the price paid for the Described Automobile by the Insured who is the actual owner, increased by% per year (compounded) and calculated on a pro rata of the number of days elapsed between (date) and the date of the loss;

or

B – the amount of \$..... increased by% per year (compounded) and calculated on a pro rata of the number of days elapsed between (date) and the date of the loss;

or

C – the actual cash value on the date of the loss increased by% per year (compounded) and calculated on a pro rata of the number of days elapsed between (date) and the date of the loss;

or

D – the actual cash value on the date of the loss increased by \$.....;

without, however, exceeding the price for which the Insurer may purchase, on the date of the loss, a new automobile having similar specifications, equipment and accessories.

New wording :

SETTLEMENT OPTIONS:

Leased automobile or an automobile leased under a contract of leasing:

It is specified that the following applies for options 43D, 43E and 43F:

- In the case of a leased automobile or an automobile leased under a contract of leasing, when the owner and a lessee are named as insureds in the policy, only the lessee is entitled to the difference, if applicable, between the actual cash value of the automobile on the date of the loss as stated in Condition 12 of the Conditions section and the value as stated under the insured option.

INSURING AGREEMENTS		PERILS		ADDITIONAL PREMIUM
SECTION B Loss of or damage to insured automobile	S U B S E C T I O N S	1	ALL PERILS	\$
		2	COLLISION OR Removed UPSET	\$
		3	COMPREHENSIVE (excluding collision or upset)	\$
		4	SPECIFIED PERILS	\$
Additional premium due date :		Total additional premium :		\$

Previous wording:

Whenever anyone of the settlement options in this endorsement applies, the provisions of the first two paragraphs of Condition 12 of the policy are deleted. [...] However, the Insured may request that the Insurer effect settlement in accordance with the provisions of Condition 12.

The Insured shall be required to contribute the deductible amount stated in the Declarations with respect to loss or damage insured under section B. [...]

Q.E.F. N° 43 (A à F)

If more than one automobile is insured under this contract, this endorsement shall apply only to the automobile(s) described under item(s) numberof item 3 of the Declarations.

Q.E.F. N° 4-43 (A à F)

This endorsement shall apply only to the following automobile(s):

.....
.....

All other terms and conditions of the contract remain the same.