

Definity Insurance Company

Conditionally Approved Endorsement 7 Transportation Replacement

For Use in Alberta Only

If more than one automobile is insured under the policy, this endorsement shall apply only to the automobile(s) against which Conditionally Approved Endorsement (CAE) 7 is designated in the schedule of automobiles forming part of the policy, or as stated in the Certificate of Automobile Insurance. If CAE 7 is designated with respect to more than one automobile in the schedule of automobiles forming part of the policy, or as stated in the Certificate of Automobile Insurance, then the coverages provided shall be construed as if provided by separate contracts of insurance with respect to each automobile to which endorsement CAE 7 is applicable.

In consideration of the premium charged and in the event of loss or damage to the automobile for which indemnity is provided by Section C of this policy, the Insurer agrees to reimburse the insured, as a result of loss of use of the automobile, for expenses reasonably incurred for the rental of a substitute automobile of a similar type to the described automobile, including expenses for taxicabs or public means of transportation.

Provided always, that:

- (1) The Insurer shall not be liable for reimbursement of expenses incurred in excess of 60 day duration.
- (2) Reimbursement is limited to such expense incurred commencing
 - (a) at the time the loss or damage occurs if the automobile cannot be operated under its own power;
 - (b) in the case of theft of the entire automobile, at 12:01 A.M. Local Time the day following the report of such theft to the Insurer or to the police;
 - (c) in other cases, at the time the automobile is delivered for repair due to the loss or damage and terminating regardless of the expiration of the policy period; upon
 - (i) the date of completion of repairs or replacement of the property lost or damaged; or
 - (ii) upon such earlier date that the Insurer makes or tenders settlement of the loss or damage.
- (3) The indemnity provided by the policy for Loss of Use by Theft under Additional Agreement (2) is replaced by this endorsement but in no event shall the amounts stated in this endorsement be less than those stated in Additional Agreement (2) of the policy.
- (4) No indemnity is provided by this endorsement unless the loss or damage to the automobile exceeds any applicable deductible amount specified in the policy for such loss or damage.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

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