Definity Insurance Company

Conditionally Approved Endorsement 8
Legal Liability for Damage to Non-Owned Automobile Endorsement
For Use in Alberta Only

In consideration of the premium charged, as set out in the Policy or in the Certificate of Automobile Insurance, the Insurer will:

a) when the Insured is an individual or individuals, to indemnify the Insured, the Insured’s spouse/adult interdependent partner and all drivers listed in the policy,
b) when the Insured is a corporation, unincorporated association, partnership or other entity, to indemnify all individuals named as drivers on the policy,

against the liability imposed by law or assumed under any written agreement for loss or damage arising from the care, custody, control or exclusive use of any automobile, of a similar body type and curb vehicle weight to the described automobile, including its equipment and resulting from loss or damage for which coverage and a premium is shown on the Certificate of Automobile Insurance.

Claims are subject to the deductible stated on the Certificate of Automobile Insurance for the coverage under which a claim is made for a non-owned automobile. Each separate claim is subject to the application of a deductible.

Provided that:

1. The perils for which indemnity is provided in this endorsement are as described in Section C of the policy;
2. The indemnity provided by this endorsement applies only to an automobile with a curb vehicle weight of 4,500 kg or less;
3. The Insurer shall not be liable for loss or damage to any automobile which is owned or licensed in the name of any person insured by this endorsement or any person residing in the same dwelling premises as that person or to any automobile which is owned or leased by the employer of these persons, or to a “*Customer’s Automobile*” as defined in 9(b) of the General Provisions, Definitions and Exclusions of the Standard Garage Automobile Policy (SPF No. 4);
4. Where applicable to the coverage provided by this endorsement, the Additional Agreements of Insurer under Section A of the policy shall apply to this endorsement;
5. The Insurer shall not be liable under this endorsement for any indemnity after 30 days from the date the insured takes care, custody or control of the automobile, for any one occurrence, exclusive of amounts of provision 4 above; and
6. Such automobile is being used with the consent of the owner or lessee.

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