

PE – S.E.F. NO. 27
LEGAL LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILE ENDORSEMENT

INSURER:	Attached to and forming part of Policy No.:	
INSURED:	This endorsement shall be effective from:	<input type="checkbox"/> AM _____ <input type="checkbox"/> PM _____ Local Time
	_____ YYYY MM DD	

(1) Purpose of this Endorsement

In consideration of the premium stated in this endorsement, the Insurer agrees:

- (a) where the Insured is an individual or individuals, to indemnify the Insured and his or her spouse and all drivers listed in the Policy,
- (b) where the Insured is a corporation, unincorporated association, partnership, sole proprietorship or other entity, to indemnify all individuals named below and the spouse or common-law partner of each,

against the liability imposed by law or assumed under any written agreement for loss of or damage arising from the care, custody or control of a non-owned automobile, including its equipment and resulting from loss or damage caused by a peril for which a premium is specified below or as stated in the Policy.

Name	Relationship to Insured

(2)

INSURING AGREEMENTS	SUB-SEC	PERILS	Deductible	Premium
SECTION C LOSS OF OR DAMAGE TO NON-OWNED AUTOMOBILE	1.	All perils	\$	A deductible applies on each claim, except for loss or damage caused by fire or lightning or theft of the entire automobile. Total Premium \$
	2.	Collision or upset	\$	
	3.	Comprehensive	\$	
	4.	Specified perils	\$	

(3) Provided that:

1. The perils for which indemnity is provided in this endorsement are as described in Section C (Loss of or Damage to Insured Automobile) of the Prince Edward Island Standard Automobile Policy form (PE – S.P.F. No. 1);
2. The indemnity provided by this endorsement applies only to an automobile of the _____ type.
3. The Insurer shall not be liable for loss of 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 as that person or to an automobile which is owned or leased by the employer of these persons.
4. Where applicable to the coverage provided by this endorsement, the Additional Agreements of the Insurer under Section A (Third Party Liability) of the Prince Edward Island Standard Automobile Policy (PE – S.P.F. No. 1) shall apply to this endorsement;
5. The Insurer shall not be liable under this endorsement for any amount in excess of \$ _____ for any one occurrence, exclusive of amounts under provision 4 above; and
6. Such automobile is being used with the consent of the Owner or Lessee.

Providing Other Coverage When Insured Persons Drive Other Automobiles

(4) **"AUTOMOBILE DEFINED"** of the General Provisions, Definitions and Exclusions of the Policy to which this endorsement is attached: and under Section A (Third Party Liability), A.1 (Direct Compensation – Property Damage), Section B (Accident Benefits) and Section D (Uninsured Automobile Coverage) only.

Any automobile of the Private Passenger or Station Wagon type, other than the described automobile, while personally driven by an insured person referred to in (1), provided that:

- (i) such insured person is not driving such other automobile in connection with the business of selling, repairing, maintaining, servicing, storing or parking automobiles;
- (ii) such other automobile is not owned by or frequently used by either the Insured or by such insured person or by any person or persons residing in the same dwelling as either the Insured or such named person;
- (iii) such other automobile is not owned, hired or leased by an employer of the Insured or of such insured person or by an employer of any person or persons residing in the same dwelling as either the Insured or such named person;
- (iv) such other automobile is not used for the carrying of passengers for compensation or hire or for commercial delivery.

(4.1) What is Covered

The Insurer will provide: Section A (Third Party Liability), Section B (Accident Benefits), and Section D (Uninsured Automobile Coverage) described in this Policy when the insured persons as stated under item (1) of this endorsement drive other automobiles.

For Direct Compensation – Property Damage the other automobile cannot be a described automobile in a motor vehicle liability policy.

(4.2) Limitations on This Coverage

This coverage does not apply to anyone who owns an insured automobile or leases an automobile covered by PE - S.E.F.5, "Permission to Rent or Lease Endorsement (Specified Lessee(s))," or a similar endorsement.

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

APPROVED
VERSION