**Unofficial English Translation of the Judgment of the Court**

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| Transport Kahkashan inc. c. Aviva, compagnie d'assurance du Canada | | | | | 2022 QCCA 1071 |
| COURT OF APPEAL | | | | | |
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| CANADA | | | | | |
| PROVINCE OF QUEBEC | | | | | |
| REGISTRY OF | | | MONTREAL | | |
| No.: | 500-09-029460-219 | | | | |
| (500-22-254435-194) | | | | | |
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| DATE: | August 5, 2022 | | | | |
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| CORAM: | | THE HONOURABLE | | MARIE-JOSÉE HOGUE, J.A.  STEPHEN W. HAMILTON, J.A.  PETER KALICHMAN, J.A. | |
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| TRANSPORT KAHKASHAN INC. | | | | | |
| APPELLANT – Plaintiff | | | | | |
| v. | | | | | |
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| AVIVA INSURANCE COMPANY OF CANADA | | | | | |
| RESPONDENT – Defendant | | | | | |
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| JUDGMENT | | | | | |
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1. The appellant appeals from a judgment rendered on March 4, 2021, by the Court of Québec, Civil Division, District of Montreal (the Honourable Gatien Fournier), dismissing its judicial application.[[1]](#footnote-1)
2. The appeal concerns the interpretation of a standard automobile insurance policy and one of its endorsements, namely the Q.P.F. No. 1 policy and Endorsement Q.E.F. No. 27.

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1. The facts are simple and it is appropriate to summarize them briefly.
2. 9310-7324 Québec inc. (“9310”) is a corporation that transports merchandise for the appellant, Transport Kahkashan Inc., under a subcontract. To do so, 9310 uses its own truck and the appellant provides it with a trailer.
3. 9310 purchased an automobile insurance policy from the respondent, Aviva Insurance Company of Canada, that included the Q.P.F. No. 1 standard policy and a series of endorsements to supplement it, including Endorsement Q.E.F. No. 27.
4. On October 21, 2016, an employee of 9310, while driving 9310’s truck, which was pulling a trailer belonging to the appellant, crashed into a bridge in the United States. The accident damaged the trailer and the bridge, but the truck was spared.
5. Following the accident, the respondent indemnified 9310 and the municipality that owns the bridge for the damage caused to the structure. In addition, the respondent indemnified 9310 and the appellant for the direct damage to the trailer (less a $5,000 deductible from the latter payment). However, the respondent refused to indemnify 9310 and the appellant for the cost of leasing a replacement trailer incurred by the appellant to maintain its full operations while waiting for the damaged trailer to be repaired.
6. Dissatisfied with the indemnity it was paid, the appellant sued the respondent for the following amounts:

* the $5,000 deductible;
* $14,563.42 for the leasing costs for the replacement trailer;
* $10,000 in damages for abuse of right, unjustified refusal, and bad faith of the respondent;
* $10,000 in punitive and exemplary damages for interference with its rights pursuant to ss. 6 and 49 of the *Charter of human rights and freedoms*;

1. The trial judge dismissed the appellant’s application in its entirety. First, the judge determined that the respondent was justified in deducting a $5,000 deductible from the indemnity paid to the appellant since it was expressly provided for in Endorsement Q.E.F. No. 27. Second, he determined that Endorsement Q.E.F. No. 27 did not cover the reimbursement of leasing costs. Given these two conclusions, the judge dismissed the appellant’s claim for moral and punitive damages.
2. The appellant seeks leave to appeal that judgment after the expiry of the time limit. In its notice of appeal and its application for leave, however, the appellant raises only the issue of the $14,563.42 in leasing costs and was granted leave on this basis.[[2]](#footnote-2)
3. In its brief, the appellant presents a new ground of appeal concerning the deductible. In addition, it adds new conclusions, namely, (1) $5,000 for the deductible and (2) $10,000 in punitive and exemplary damages. These elements were not included the notice of appeal, however, and they were not the subject of the leave to appeal.
4. This manner of proceeding is irregular. If the appellant wishes to raise new grounds of appeal or seek new conclusions that do not appear in its notice of appeal, it should have presented an application to the Court for permission to amend it.[[3]](#footnote-3) No such application was presented and it is therefore inappropriate to address these elements. Moreover, when examined on this subject at the hearing, the appellant recognized that it had not properly presented these elements and did not plead them.
5. Consequently, the appeal concerns only the appellant’s claim for $14,563.42 for the leasing costs that it had to incur following the accident.

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1. At the outset, it should be stated that the Q.P.F. No. 1 policy and Endorsement Q.E.F. No. 27 are “standard” insurance contracts and are contracts of adhesion. Because they are insurance policies relating to the ownership or use of motor vehicles, they must be determined by the Autorité des marchés financiers, in accordance with section 71 of the *Insurers Act*.[[4]](#footnote-4)
2. The Q.P.F. No. 1 policy and Endorsement Q.E.F. No. 27 are part of a series of approved automobile insurance forms in use in Quebec. They are published online in French and English on the website of the Autorité des marchés financiers. Insurers are free to offer these policies to their clients, and only certain elements may be modified by the parties (for example, the premium, the deductible, and the vehicles covered).
3. For the purposes of the interpretative exercise that follows, it is useful to append excerpts from the English version of the Endorsement Q.E.F. No. 27, as it appears in the insurance policy purchased by 9310 from the respondent, as well as the English and French versions of the relevant provisions of the Q.E.F. No. 27 standard endorsement.

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1. Endorsement Q.E.F. No. 27 concerns “the financial consequences that an insured person may incur when civilly liable for … damage caused to a vehicle of the trailer and semi-trailer type / *[les] conséquences financières que peut subir la personne assurée lorsqu’elle est civilement responsable du fait … d’un dommage causé à un véhicule assimilable à [une remorque ou semi-remorque]*” [emphasis added].
2. The appellant argues that the expression “financial consequences / conséquences financières” should be broadly interpreted to include the costs it incurred to lease a temporary replacement trailer that it could claim from 9310. In support of this argument, the appellant recalls that a broad interpretation is consistent with the principles of interpretation applicable to insurance contracts. The appellant further argues that the judge did not provide sufficient reasons for his interpretation of the insurance policy or the endorsement.
3. The respondent, on the other hand, claims that Endorsement Q.E.F. No. 27 is clear and that it covers only the direct physical damage caused to the appellant’s trailer.
4. The trial judge agreed with the respondent and provided the following reasons in his judgment:

[translation]

[55] The insurance policy coverage set out in Endorsement No. 27 extends the coverage under Section A of the insurance contract to the financial consequences that the insured person may incur when civilly liable for damage caused to a vehicle of which the insured is not the owner, in this case, TKI’s trailer.

[56] The coverage or the protection set out in Endorsement Q.E.F. No. 27 is limited in the case at bar to the damage caused to TKI’s trailer and does not cover the loss that resulted from the fact that it temporarily could not be used. Thus, neither the insurance policy, nor Endorsement Q.E.F. No. 27 extend coverage to the expenses incurred by TKI for the temporary leasing of a replacement trailer while the damaged trailer was being repaired.

[Citation omitted and emphasis added.]

1. He referred to the judgment *Aviva, compagnie d’assurance du Canada c. Couturier*[[5]](#footnote-5) in support of his reasons.That 2014 judgment dealt with a “Wellington” motion, in which Endorsement Q.E.F. No. 27 was mentioned, without, however, being interpreted. With respect for the trial judge, that judgment offers no indication as to how Endorsement Q.E.F. No. 27 should be interpreted and does not explain why the expression “financial consequences / *conséquences financières*” in this endorsement covers only direct physical damage to the trailer.
2. In *Ledcor Construction Ltd. c. Société d’assurance d’indemnisation Northbridge*,[[6]](#footnote-6) Wagner J., writing for the majority of the Supreme Court, explained that the standard of review is correctness where an appeal concerns the interpretation of (1) a standard form contract, (2) the interpretation at issue has precedential value, and (3) there is no meaningful factual matrix specific to the particular parties to assist the interpretation process.Since these three conditions are satisfied in this case, the standard of review applicable to this appeal is that of correctness. This allows this Court to undertake its own interpretation of the contract and to substitute it for that of the trial judge, if we do not agree with him.

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1. Let us first set out the relevant provisions of the contracts governing the parties’ relationship.
2. The Q.P.F. No. 1 policy provides “damage insurance” within the meaning of 2396 of the C.C.Q.:

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| --- | --- |
| **2396.** Damage insurance includes property insurance, the object of which is to indemnify the insured for material loss, and liability insurance, the object of which is to protect the insured against the pecuniary consequences of the obligation he may incur, by reason of an injurious act or omission, to make reparation for the injury caused to another. | **2396.** L’assurance de dommages comprend l’assurance de biens, qui a pour objet d’indemniser l’assuré des pertes matérielles qu’il subit, et l’assurance de responsabilité, qui a pour objet de garantir l’assuré contre les conséquences pécuniaires de l’obligation qui peut lui incomber, en raison d’un fait dommageable, de réparer le préjudice causé à autrui. |
| [Emphasis added.] | [Soulignements ajoutés.] |

1. Section A of the policy provides “liability insurance”, while Section B provides “property insurance”.
2. Section A, entitled “Coverage for civil liability arising from property damage and bodily injury caused to another person (mandatory insurance) / *Garanties pour la responsabilité civile découlant des dommages matériels et des dommages corporels causés à d’autres personnes (assurance obligatoire)*” covers “the financial consequences that an insured person may incur if held civilly liable for damage caused to another person by an insured vehicle / *les conséquences financières que peut subir une personne assurée lorsqu’elle est civilement responsable d’un dommage causé à une autre personne par un véhicule assuré*”.[[7]](#footnote-7) Basically, it is liability insurance through which the insurer offers protection to the insured when the insured is responsible for “damage / *dommage*”[[8]](#footnote-8) caused to a third person by an insured vehicle. The insurer undertakes to indemnify the insured for all of the resulting “financial consequences / *conséquences financières*”, including, in particular, the damages to which the third person would be entitled before a court of justice. These damages are not limited by the insurance policy and may include, for example, the leasing costs incurred by the third party to replace his or her damaged vehicle during repairs.[[9]](#footnote-9)
3. Section B, entitled, “Coverage for damage to insured vehicles (optional insurance) / *Garanties pour les dommages aux véhicules assurés (assurance optionnelle)*” covers “any direct and accidental damage to an insured vehicle or its equipment and accessories / *les dommages occasionnés directement et accidentellement à un véhicule assuré ou à ses équipements ou accessoires*”.[[10]](#footnote-10) Basically, it is property insurance through which the insurer offers protection limited to direct damage to an insured vehicle. Under this Section, the cost of leasing a replacement vehicle is not covered, except in the case of theft.[[11]](#footnote-11) Endorsement 20A extends this protection by providing that, if the insured vehicle is damaged, leasing costs are covered up to a maximum of $6,000.
4. The damage caused to the appellant’s trailer (that is, the resulting financial consequences under Section A or the damage itself under Section B) are not *a priori* covered by either section in the Q.P.F. policy:

* Section A does not apply, even though the trailer is an insured vehicle within the meaning of Section A,[[12]](#footnote-12) because only damage caused by an insured vehicle is covered.[[13]](#footnote-13) Damage to an insured vehicle itself is therefore not covered by this section.
* Section B does not apply either because it covers only damage to a “described vehicle / véhicule désigné” or a “vehicle of which the named insured has recently become the owner / véhicule dont l’assuré désigné est nouvellement propriétaire”.[[14]](#footnote-14) The only “described vehicle / véhicule désigné” under the insurance policy is 9310’s[[15]](#footnote-15) truck and 9310 had not recently become the owner of the trailer.

1. The purpose of Endorsement No. 27 is to fill this vacuum.
2. First, the title of Endorsement No. 27 is:

Civil liability resulting from damage caused to vehicles of which named insured is not owner (including vehicles provided by employer) (Section A)

*Responsabilité civile du fait de dommages causés à des véhicules dont l’assuré désigné n’est pas propriétaire (incluant les véhicules fournis par un employeur) (Chapitre A)*

[Emphasis added.]

1. Second, its object is described as follows:

This endorsement extends coverage under Section A of the insurance contract to the financial consequences that an insured person may incur when civilly liable for … damage caused to a vehicle of the trailer and semi-trailer type or its equipment and accessories …

*Cet avenant étend la garantie du chapitre A du contrat d’assurance aux conséquences financières que peut subir la personne assurée lorsqu’elle est civilement responsable du fait d’un dommage causé à un véhicule assimilable à [une remorque ou semi-remorque] ou à ses équipements et accessoires …*

[Emphasis added.]

1. Further below there is a table, the title of which is:

Section A: Coverage for civil liability arising from property damage and bodily injury caused to another person

*Chapitre A: Garantie pour la responsabilité civile découlant des dommages matériels et des dommages corporels causés à d’autres personnes*.

[Emphasis added.]

1. The wording of the endorsement is clear: it extends Section A of the Q.P.F. No. 1 policy to financial consequences resulting from damage caused to specified vehicles other than those covered by Section A. In this case, the respondent and 9310 agreed that the endorsement would allow “trailer and semi-trailer” type vehicles not belonging to 9310 to benefit from the protection offered under Section A. Accordingly, if 9310 is civilly liable towards a third party due to damage caused to a trailer, the respondent must indemnify 9310 for the resulting financial consequences. Applied to this case, this means that the respondent must indemnify 9310 (and therefore the appellant, through art. 2501 C.C.Q.) for all of the financial consequences resulting from the damage 9310 caused to the appellant’s trailer in the accident involving its truck. This includes the cost of temporarily leasing a replacement trailer, which the appellant could claim from 9310.
2. The respondent argues that the scope of the No. 27 endorsement is limited by the section entitled “Clarifications / *Précisions*” found at the very end of the endorsement, which specifies that “Protections 1, 2, 3 and 4 have the same meanings as in Section B of the insurance contract.The exclusions specified in that section will apply, as the case may be */ Les Protections 1, 2, 3 et 4 ont la même signification qu’au chapitre B du contrat d’assurance.* *Les exclusions prévues à ce chapitre s’appliquent si le cas se présente*”. According to the respondent, the effect of this statement is to treat the trailer as insured property under Section B, such that only the costs of repairing the damage would be covered. Thus, according to the respondent, the costs of leasing a trailer would not be covered since the trailer was not stolen.
3. The Court cannot accept this proposal. First, it is not supported by the case law. Second, there is nothing to support the assertion that the intention of the parties was to limit the scope of Endorsement Q.E.F. No. 27. In fact, no evidence was adduced of any discussions between the parties when the insurance policy was purchased. In the absence of any evidence supporting the respondent’s theory, it would be unreasonable to interpret the section entitled “Clarifications / *Précisions*” found at the very end of the endorsement as completely changing its scope. Indeed, the rest of the text is clear: Endorsement Q.E.F. No. 27 is first and foremost an extension of Section A. An interpretation that is consistent with the text as a whole must be preferred.
4. It appears much more logical that the section entitled “Clarifications / *Précisions*” was intended to clarify the deductible applicable to a claim made under Endorsement Q.E.F. No. 27. Indeed, the table found in that section states that a deductible applies when certain losses occur and the parties are free to negotiate the amount of the deductibles that apply for each category of loss. In this case, 9310 and the respondent agreed that a deductible of $5,000 would apply when an “All perils / Tous risques” type loss occurred. This interpretation allows meaningful content to be given to each section of the endorsement without distorting its object, which is to extend the protection of Section A to certain specified vehicles.
5. If, as the respondent claims, the parties had wanted to extend the definition of “insured vehicle / *véhicule assuré”* under Section B to include the appellant’s trailers, they could have done so expressly, without referring to Section A and to the notion of “financial consequences / *conséquences financières*”.
6. Accordingly, the Court finds that the respondent must reimburse the leasing costs incurred by the appellant. The amount of these costs is not contested.

**FOR THESE REASONS, THE COURT:**

1. **ALLOWS** the appeal;
2. **REVERSES** the trial judgment;
3. **GRANTS** the appellant’s originating application in part;
4. **CONDEMNS** the respondent, Aviva Insurance Company of Canada, to pay the appellant Transport Kahkashan inc. $14,563.42, with interest at the legal rate, plus the additional indemnity set out in art. 1619 C.C.Q., as of December 20, 2018;
5. **THE WHOLE**, with legal costs, both on appeal and in first instance.

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|  | | MARIE-JOSÉE HOGUE, J.A. |
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|  | | STEPHEN W. HAMILTON, J.A. |
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|  | | PETER KALICHMAN, J.A. |
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| Mtre Guy R. Sirois | | |
| For the appellant | | |
|  | | |
| Mtre Jean-François Lamoureux | | |
| ROBINSON SHEPPARD SHAPIRO | | |
| For the respondent | | |
|  | | |
| Date of hearing: | May 31, 2022 | |

**Schedule - Endorsement Q.E.F. No. 27**

## Excerpts from Endorsement Q.E.F. No. 27 binding the parties

Québec Endorsement Form

Q.E.F. No 4-27

**Civil liability resulting from damage caused to vehicles of which the named insured is not the owned** (*including vehicles provided by an employer*)

(Section A)

Endorsement description

This **endorsement** extends coverage under Section A of the insurance contract to the financial consequences that an insured person may incur when civilly liable for:

* **damage** caused to a vehicle of the **trailer and semi-trailer** type or its equipment and accessories;
* disappearance of the vehicle or its equipment and accessories

Civil liability may be contractual or extracontractual.

Insured persons

In this endorsement, “insured person” refers to:

* The **named insured**;

[…]

Application

1. The insured person must have the care, custody or control of the vehicle or its equipment and accessories.
2. The insured person or anyone whose domicile is the same as that of the **named insured** must not be the **owner** of the vehicle or its lessee for at least one year or under a contract of leasing.

Covered perils and insurance premium

Coverage is provided only for those perils for which a **deductible** or an **insurance premium** is shown in the table below, or entered specifically for this **endorsement** in the “*Declarations*” section of the insurance contract:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Section A  Coverage for civil liability arising from property damage and bodily injury caused to another person | | | | | |
| Insuring Agreements | | | Perils | Deductible | Premium |
| Civil liability resulting from damage caused to vehicles of which named insured is not owner (including vehicles provided by an employer) (Section A) | P  R  O  T  E  C  T  I  O  N  S | 1 | All perils | $5,000 | Included |
| 2 | Perils of collision and upset | Deductible per loss |  |
| 3 | All perils other than collision or upset |  |
| 4 | Specific perils |  |
| Total | | | | | Included |

Clarifications

1. Protections 1, 2, 3 and 4 have the same meanings as in Section B of the insurance contract. The exclusions specified in that section will apply, as the case may be.
2. An **amount of insurance** of

* $100,000 will apply per loss;

1. Where applicable, the additional coverage provided under Section A of the insurance contract may apply.
2. The **insurer** agrees not to exercise any recourse against a person who, with the insured person’s consent, has the care, custody or control of the vehicle or its equipment and accessories, unless that person:

* was engaged in a **garage business** at the time of the **loss**; or
* failed to comply with insurance contra

All other conditions of the insurance contract remain the same.

## Standard contracts available on the website of the Autorité des marchés financiers

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| --- | --- |
| Québec Endorsement Form  Q.E.F. No 4-27 | Formulaire d’avenant du Québec F.A.Q. No 4-27 |
| **Civil liability resulting from damage caused to vehicles of which the named insured is not the owned**  (*including vehicles provided by an employer*)  (Section A) | **Responsabilité civile du fait de dommages causés à des véhicules dont l’assuré désigné n’est pas propriétaire**  (*incluant les véhicules fournis par un employeur*)  (Chapitre A) |
| … | … |
| Endorsement description | Description de l’avenant |
| This **endorsement** extends coverage under Section A of the insurance contract to the financial consequences that an insured person may incur when civilly liable for: | Cet **avenant** étend la garantie du chapitre A du contrat d’assurance aux conséquences financières que peut subir la personne assurée lorsqu’elle est civilement responsable du fait : |
| **damage** caused to a vehicle of the ………. type or its equipment and accessories; | d’un **dommage** causé à un véhicule assimilable à ………….. ou à ses équipements et accessoires; |
| disappearance of the vehicle or its equipment and accessories | de la disparition de ce véhicule ou de ses équipements et accessoires |
| Civil liability may be contractual or extracontractual. | La responsabilité civile peut être contractuelle ou extracontractuelle. |
| Insured persons | Personnes assures |
| In this endorsement, “insured person” refers to: | L’expression « personne assurée » utilisée dans cet **avenant** fait référence aux personnes suivantes: |
| The **named insured**; | l’**assuré désigné**; |
| … | … |
| Application | Conditions d’application |
| 1. The insured person must have the care, custody or control of the vehicle or its equipment and accessories. | 1. La personne assurée doit avoir un pouvoir de direction ou de gestion sur le véhicule ou ses équipements et accessoires, ou en avoir la garde; |
| 1. The **damage** must not be caused to a **customer’s vehicle**. | 1. Les **dommages** ne doivent pas être causés à un **véhicule confié**; |
| 1. The insured person or anyone whose domicile is the same as that of the **named insured** must not be the **owner** of the vehicle. | 1. La personne assurée, ou toute personne ayant le même domicile que l’**assuré désigné**, ne doit pas être **propriétaire** du véhicule; |
| Covered perils and insurance premiums: | Risques couverts et primes d’assurances: |
| Coverage is provided only for those perils for which a **deductible** or an **insurance premium** is shown in the table below, or entered specifically for this **endorsement** in the “*Declarations*” section of the insurance contract: | Seuls sont couverts les risques pour lesquels une franchise ou une prime d’assurance est écrite au tableau ci-dessous, ou écrite spécifiquement pour cet avenant à la section « Conditions particulières » du contrat d’assurance: |
| |  |  |  | | --- | --- | --- | | Section A  Coverage for civil liability arising from **property damage** and **bodily injury** caused to **another person** | | | | Perils | Deductible | Insurance premium | | Protection 1:  “All perils” | **Deductible per loss**  $  $  $  $ | $ | | Protection 2: Perils of collision and upset | $ | | Protection 3: All perils other than collision or upset | $ | | Protection 4: Specific perils | $ | | Total : | | $ | | |  |  |  | | --- | --- | --- | | Chapitre A  Garantie pour la responsabilité civile découlant des **dommages matériels** et des **dommages corporels** causés à **d’autres personnes** | | | | Risques | Franchises | Primes d’assurances | | Protection 1: « Tous risques » | **Franchises par sinistre**  $  $  $  $ | $ | | Protection 2: Risques de collision et de renversement | $ | | Protection 3: Tous les risques sauf collision ou renversement | $ | | Protection 4: Risques spécifiques | $ | | Total : | | $ | |
| If the **damage** is caused by lightning or fire, the **deductible** will not apply. | Si les **dommages** sont occasionnés par la foudre ou l’incendie, la **franchise** ne s’applique pas. |
| Clarifications | Précisions |
| 1. Protections 1, 2, 3 and 4 have the same meanings as in Section B of the insurance contract. The exclusions specified in that section will apply, as the case may be. | 1. Les Protections 1, 2, 3, et 4 ont la même signification qu’au chapitre B du contrat d’assurance. Les exclusions prévues à ce chapitre s’appliquent si le cas se présente. |
| 1. An **amount of insurance** of  * $…………. will apply per loss; * $…………. will apply per vehicle, up to an amount of $.............. per loss; plus the legal and other costs arising from a **lawsuit**. | 1. Un **montant d’assurance** de  * ………….$ s’applique par **sinistre**; * ………….$ s’applique par véhicule et jusqu’à concurrence de ……….$ par **sinistre**; |
| 1. Where applicable, the additional coverage provided under Section A of the insurance contract may apply. | 1. Si le cas se présente, les garanties additionnelles du chapitre A du contrat d’assurance peuvent s’appliquer; |
| 1. The **insurer** agrees not to exercise any recourse against a person who, with the insured person’s consent, has the care, custody or control of the vehicle or its equipment and accessories, unless that person: | 1. **L’assureur** s’engage à n’exercer aucun recours contre la personne qui a, avec le consentement de la personne assurée, un pouvoir de direction ou de gestion sur le véhicule ou ses équipements et accessoires, ou qui en a la garde, sauf si cette personne: |
| * was engaged in a **garage business** at the time of the **loss** other than an employee shareholder, member or partner of the **named insured**; or; | * exerçait une **activité professionnelle de garagiste** au moment du **sinistre** et qu’elle n’agissait pas à titre d’employé, d’actionnaire, de membre ou d’associé de l’**assuré désigné**; ou; |
| * failed to comply with insurance contract. | * n’a pas respecté le contrat d’assurance. |

1. *Transport Kahkashan inc. c. Aviva, compagnie d’assurance du Canada*, 2021 QCCQ 1937. [↑](#footnote-ref-1)
2. *Transport Kahkashan inc. c. Aviva, Compagnie d’assurance du Canada*, 2021 QCCA 791. [↑](#footnote-ref-2)
3. *Robidas c. Parent*, 2003 CanLII 74697 (C.A.) at para. 43. [↑](#footnote-ref-3)
4. CQLR c A-32.1, s. 71. [↑](#footnote-ref-4)
5. *Aviva, compagnie d’assurance du Canada c. Couturier*, 2014 QCCQ 6862 at para. 34. [↑](#footnote-ref-5)
6. *Ledcor Construction Ltd. v. Northbridge Indemnity Insurance Co*., 2016 SCC 37 at para. 24. [↑](#footnote-ref-6)
7. Article 3.1 of Section A. [↑](#footnote-ref-7)
8. The expression “damage” in this section is defined in the policy as limited to property damage and bodily injury. [↑](#footnote-ref-8)
9. Art. 1611 C.C.Q; see, for example, *St-Paul Fire & Marine Insurance Company of Canada c. Marina le nautique St-Jean inc.*, 2005 CanLII 36796 (C.Q.) at para. 115. When presenting his arguments at trial, counsel for the respondent acknowleded that the appellant can claim leasing costs from 9310 for the loss of the use of the trailer. [↑](#footnote-ref-9)
10. Article 3.1 of Section B. [↑](#footnote-ref-10)
11. Article 4.1 of Section B. [↑](#footnote-ref-11)
12. Article 2F of Section A. [↑](#footnote-ref-12)
13. Article 3.1 of Section A. [↑](#footnote-ref-13)
14. See the definition of “*Insured vehicles* / *Véhicules assures*” at article 2 of Section B. [↑](#footnote-ref-14)
15. The definition of “*described vehicle* / véhicule désigné” refers to article 3 of the insurance policy, which refers back to the list of vehicles, which includes only 9310’s truck. [↑](#footnote-ref-15)