


**Property and Casualty -
Auto Bulletins**
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Bulletins by Sector

Bulletin

No. A-11/90

Property & Casualty

- Auto

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The bulletins posted may contain forms that are no longer current. For the current version of any FSCO form, please visit the [forms area](#) of this website.

Certificate of Automobile Insurance for OPF 1

Earlier this year you were sent draft data elements for the Certificate of Automobile Insurance (Certificate) to OPF 1.

We have now finalized these elements. Attached are changes to the draft elements, and the finalized elements.

The Certificates will be approved under section 205(5) of the [Insurance Act](#). This avoids the necessity of making a regulation under the Act.

Outlined below are guidelines regarding the Certificate. Please refer to these guidelines to ensure timely approval of your Certificate by the Commissioner.

1. Effective Date

Any Certificate sent out on or after December 1, 1990 must be sent using the new format. For example, we would expect that a Certificate based on the new format will be issued for any policy with a renewal date of February 1, 1991 or later. Any new business with an effective date of December 1, 1990 or later must use the new Certificate. You may, of course, use the new format, once approved, prior to December 1, 1990. Please advise us of your company's change-over date for issuing Certificates under the new format.

2. Requirements for Issuing a Certificate

A Certificate must be issued each time there is a change in premium or in coverage. The Certificate is the only document which indicates to the insured the limits and coverages in effect and their cost.

3. Data Elements

As outlined on the attachment, all elements are data fields unless otherwise stated. "Text" elements must use the exact words provided. Elements do not have to be used in sequence. "Items" are suggested for organizational purposes only.

Data fields may be added or omitted, however, an explanation must be provided for the addition or omission of data fields when filing for approval of your Certificate. It should be noted that the Commission wishes to ensure the highest possible degree of uniformity across the marketplace. It is appreciated that some companies may have difficulty in conforming exactly to the draft data elements (eg., Item 5, Method of Payment). The onus is on companies to justify a deviation.

4. Example

When filing your Certificate for approval, please include an example of how the form would be completed. The information included should provide enough detail to enable an insured to determine how she/he is rated and to make certain that she/he has not been misclassified. Where descriptions are not set out on the face of the Certificate, but are coded and referenced to an attached page, please provide the attachment.

5. Rating Information

Please note that a new element has been introduced under Third Party Liability. Property damage has been segregated between direct compensation and other third party property damage. (See elements 25 and 26.) The Commission is aware that many company systems do not allow for the premium to be segregated. If your company cannot meet this requirement, or cannot provide a separate premium amount for the Uninsured Automobile Coverage (element 55), please provide an explanation for the reason and a date for compliance with these requirements.

Please note also that for purposes of the Accident Benefits section of the Certificate, it may be necessary to assign optional benefits to one of the automobiles on the Certificate, although optional benefits are provided on a policy basis. This is for recording purposes only. Consequently, when calculating Element 61, "Total

Premium per Automobile", one of the automobiles may appear to have a higher premium due to the assignment of the optional benefits to that particular vehicle. This should in no way be interpreted to mean that optional benefits are on a "per automobile" basis.

6. **Submission of Certificate**

In order to obtain approval, please submit two copies of your Certificate to:

Ontario Insurance Commission

Attention: Rates and Classifications Branch

Please allow four weeks for the approval process.

Donald C. Scott

Commissioner

September 11, 1990

Attachments :

- [Changes to March 12, 1990 Draft Data Elements for Certificates of Automobile Insurance](#)
- [Finalized Data Elements for Certificates of Automobile Insurance](#)



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Changes to March 12, 1990 Draft Data Elements for Certificates of Automobile Insurance

element 5	Change "forms" to "form"; change reference to place where premium is located on the Certificate to be non-text item; change "certificate" to "Certificate"
element 9	Change "certificate" to "Certificate"
element 10	Change "Vehicle" to "Automobile"
element 21	Change "Vehicle" to "Automobile"
element 25	Change "Property Damage Premium" to "Tort Property Damage Premium"
element 26	(new element) "Direct Compensation Premium"
element 29	Change "Plan" to "Benefits"
element 31	Change "Replacement" to "Benefit"
element 32	Change "Replacement" to "Benefit"
element 33	Change "Care-giver" to "Caregiver"
element 38	(new element) (text) This policy contains a partial payment of loss clause.
element 53	Add "the" after "are"
element 57	Add "(O.E.F.)" after "Form"
element 61	Change "Total Vehicle Premium" to "Total Premium per Automobile"
element 73	Change "Vehicle" to "Automobile"
element 74	Change "Claims" to "Claim"; add "Surcharge" after %
element 75	Add "Surcharge" after %
element 76	Change "Vehicle" to "Automobile"
element 77	Change "Vehicle Rate Group" to "Rate Group"
element 80	Change "certificate" to "Certificate"; change "a duly" to itan't
element 81	Change "certificate" to "Certificate"; change "Forms" to "Form"
element 82	Change "insurer" to "Insurer"
element 83	Change from text item. Now non-text. Note: O.E.F 44 has been added to explanation on reverse side of Certificate or attachment.

FINALIZED DATA ELEMENTS FOR CERTIFICATES OF AUTOMOBILE INSURANCE

SEPTEMBER 10, 1990

- N.B.**
- 1) All elements are data fields unless otherwise stated.**
 - 2) 'Text' elements must use the exact words provided.**
 - 3) Elements may be omitted or added but an explanation must be provided.**
 - 4) Elements do not have to be used in sequence.**
 - 5) Items are suggested for organizational purposes only.**

element 1. **(text) CERTIFICATE OF AUTOMOBILE INSURANCE**

element 2. Insurance Company (hereinafter called the insurer)

element 3. Broker/Agent

element 4. Policy Number

element 5. **(text) This Certificate Is evidence of a contract of Insurance between the Insured and the Insurer subject In all respects to the Ontario automobile policy (Owner's Form O.P.F. No. 1) approved by the Commissioner of Insurance for the Province of Ontario.**

Upon request the Insurer will provide to the Insured a copy of the Ontario policy form.

In consideration of the payment of the premium and of the statements contained In the application for Insurance the contract provides Insurance as mentioned In (reference appropriate space of Certificate) of this Certificate for which a premium Is specified and no other.

ITEM 1. IDENTIFICATION

element 6. Insured's name and address, postal code

element 7. Lessor's name and address, postal code

ITEM 2. POLICY PERIOD

element 8. Policy Period: From, (time), a.m. or p.m., Date, To 12:01 a.m., Date

element 9. **(text) All times are local times at the insured's postal address stated in this Certificate.**

ITEM 3. PARTICULARS OF THE DESCRIBED AUTOMOBILE(S)

element 10. for Automobile no.: 1,2,3

element 11. Model Year

element 12. Trade Name (Make)

- element 13. Model or C.C.
- element 14. Body Type
- element 15. No. of Cylinders
- element 16. Gross Vehicle Weight
- element 17. Vehicle Identification Number (V.I.N.)/ Serial No.
- element 18. Purchase Price To Insured Including Options
- element 19. List Price New
- element 20. Name and Address of Lienholder To Whom Loss May Be Jointly Payable

ITEM 4. INSURANCE COVERAGES

element 21. for Automobile no.: 1,2,3 and Occasional Driver

element 22. **(text) Part A: Third Party Liability**

- element 23. Third Party Liability Inclusive Limits
- element 24. Bodily Injury Premium
- element 25. Tort Property Damage Premium
- element 26. Direct Compensation Premium
- element 27. Total Third Party Liability Premium

element 28. **(text) Part B: Accident Benefits**

- element 29. Basic Benefits Premium
- element 30. Increased Funeral Expenses and Death Benefits Premium
- element 31. Increased Income Benefit Amount
- element 32. Increased Income Benefit Premium
- element 33. Increased Primary Caregiver Benefit Premium
- element 34. Other Approved Optional Benefits
- element 35. Other Approved Optional Benefits Premiums
- element 36. Total Accident Benefits Premium

element 37. **(text) Part C: Loss or Damage to Insured Automobile(s)**

element 38. **(text) This policy contains a partial payment of loss clause.**

element 39. **(text) A deductible applies on each claim, except for loss or damage caused by fire**

or by lightning or by theft of the entire automobile.

- element 40. All Perils Deductible
- element 41. Collision or Upset Deductible
- element 42. Comprehensive (excluding collision or upset) Deductible
- element 43. Specified Perils (excluding collision or upset) Deductible
- element 44. All Perils Premium
- element 45. Collision or Upset Premium
- element 46. Comprehensive (excluding collision or upset) Premium
- element 47. Specified Perils (excluding collision or upset) Premium
- element 48. Total Physical Damage Premium
- element 49. **(text) Part D: Uninsured Automobile Coverage**
 - element 50. **(text) Limits are as specified In Part D of the Ontario Automobile Policy O.P.F. No. 1)**
 - element 51. Premium
- element 52. **(text) O.E.F. 44 Family Protection Endorsement**
 - element 53. **(text) Limits are the same as Part A unless otherwise specified**
 - element 54. Limits
 - element 55. O.E.F. 44 Premium
- element 56. **(text) Other Endorsements**
 - element 57. Ontario Endorsement Form (O.E.F.) Number
 - element 58. Endorsement Name
 - element 59. Endorsement Limits
 - element 60. Endorsement Premium
- element 61. Total Premium per Automobile
- element 62. Total Policy Premium
- element 63. Minimum Non-refundable Premium

ITEM 5. METHOD OF PAYMENT

- element 64. Type of Payment Plan
- element 65. Premium Paid with Application

element 66. Interest Payable for Monthly Billing or Instalment Fees

element 67. Initial Instalment and Due Date

element 68. Number of Remaining Payments

element 69. Amount of Remaining Payments

ITEM 6. RATING INFORMATION

element 70. Driver No., Name

element 71. Class, Description (**N.B.** the class description should be limited to one or two lines)

element 72. Driving Record: BI, PD, AB, Coll./AP; description

element 73. Assignment to Automobile: Principal, Secondary, Occasional, Excluded

element 74. At Fault Claim Surcharges: % Surcharge, Description

element 75. Conviction Surcharges: % Surcharge, Description

element 76. Automobile No.

element 77. Rate Group

element 78. Territory, Name

element 79. Discounts Received; %, Description

ITEM 7.

element 80. **(text) This Certificate shall not be valid unless countersigned by an authorized representative of the Insurer.**

element 81. **(text) Except as otherwise provided In this Certificate all limits, terms, conditions, provisions, definitions and exclusions of the Ontario Policy Form shall have full force and effect.**

element 82. Signature of authorized representative of Insurer

element 83. Read reverse side of certificate or attachment

REVERSE SIDE OF CERTIFICATE OR ATTACHMENT

The reverse side of the Certificate or the attachment must use the exact words and format as provided on the next page. However, the mortgage endorsement may be omitted.

The following is a brief explanation of the Insurance outlined in this Certificate under the heading Insuring Agreements. The contract is contained only in the Policy.

POLICY PART A - THIRD PARTY LIABILITY

This part provides coverage for legal responsibility to others, arising from an automobile accident causing bodily injury to or death of any person or damage to property, and, under certain circumstances, damage to the insured's described automobile.

POLICY PART B - ACCIDENT BENEFITS

NO-FAULT PAYMENTS FOR DEATH OR BODILY INJURY: Provides coverage to the named insured, his or her spouse, dependents of either of them and certain other persons injured or killed in an automobile accident. Payments are made regardless of fault and cover supplementary medical, rehabilitation, long term care and funeral expenses, death, and, in most instances, income benefits.

POLICY PART C - LOSS OF OR DAMAGE TO INSURED AUTOMOBILE

This part of the policy provides a selection of coverages for the policyholder's own automobile. There is usually a deductible amount indicated for each coverage and this amount is either paid by the policyholder toward the cost of repairs or is deducted from the loss settlement.

ALL PERILS: Combines the Collision and Comprehensive coverages.

COLLISION OR UPSET: Covers damage caused by Collision with another automobile, another object or by upset of the automobile.

COMPREHENSIVE: Covers the automobile against loss or damage caused other than by Collision or Upset of the automobile. This coverage includes the specific perils named in the coverage Specified Perils and is therefore broader in scope.

SPECIFIED PERILS: Covers the automobile against loss or damage caused by certain specific perils. They are fire, theft, lightning, windstorm, hail, earthquake, explosion, riot, falling aircraft, rising water, or an accident to a vehicle or boat on which the automobile is being transported.

POLICY PART D - UNINSURED AUTOMOBILE COVERAGE

UNINSURED AUTOMOBILE COVERAGE: Enables the policyholder, his or her spouse, dependents of either of them and certain other persons to obtain benefits from the named insured's Insurer for injuries or death caused by an owner or driver of an uninsured automobile and resulting from an accident involving an automobile. It also Provides coverage for accidental damage to the insured automobile and/or its contents caused by an owner or driver of an identified uninsured automobile and resulting from an accident involving an automobile.

O.E.F. No. 44 FAMILY PROTECTION ENDORSEMENT

The Insurer shall indemnify an eligible claimant for the amount that he/she is legally entitled to recover from an inadequately insured motorist as compensatory damages in respect of bodily injury to or death of an insured person arising directly or indirectly from the use or operation of an automobile. The Insurer's maximum liability is the amount by which the limit of family protection coverage exceeds the total of all limits of motor vehicle liability insurance, or other guarantees required by law in lieu of insurance, of the inadequately insured motorist and of any person jointly liable with that motorist.

WARNING: THE INSURANCE ACT PROVIDES THAT -

Where, (a) an applicant for a contract (1) gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or (ii) knowingly misrepresents or fails to disclose in an application any fact required to be stated therein; or (b) the insured contravenes a term of the contract or commits a fraud; or (c) the insured wilfully makes a false statement in respect of a claim under the contract, a claim by the insured, for other than such no-fault benefits set out in the No-Fault Benefits Schedule, is invalid and the right of the insured to recover indemnity is forfeited.

O.E.F. No. 23A MORTGAGE ENDORSEMENT

It is understood and agreed that loss, if any, under Part C of the Insuring Agreements of the policy to which this endorsement is attached shall, in the event that the automobile is not repaired or the lost or damaged parts thereof are not replaced, be payable, jointly as their interests may appear, to the Insured and to the Lienholder or Mortgagee or Assignee (herein referred to as "Lienholder") stated on the reverse side hereof.

If the insurance provided by any subpart of Part C of the Insuring Agreements of the policy is cancelled, the Insurer hereby agrees to give fifteen days written notice of such Lienholder. Notwithstanding anything contained in any renewal certificate issued subsequent to the date hereof, the obligation to notify the Lienholder shall not be effective after the expiry date specified in item 2 of the policy. Except as otherwise in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

CANCELLATION REQUEST (To be filled out and signed in the event of Station)

In consideration of the return of unearned premium, to folkw If any, this policy is hereby conceived and surrendered, and the interim and renewal certificates, if any, for same, acknowledged to be of no effect.

_____ a.m.
Time..... _____ p.m. 19.....
Effective Date of Cancellation
Signature of Insured
Signature of Lienholder/Mortgagee/Lessor