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Bulletin

No. 17/93

Property and Casualty

- Auto

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Revised OEF 4a, 5 and 5c

Here's the new wording for three Ontario endorsement forms.

- 4a Permission to Carry Explosives Endorsement
- 5 Permission to Rent or Lease Endorsement (Specified Lease)
- 5c Permission to Rent or Lease Endorsement (unspecified lessees - short term leases only)

Ontario companies writing automobile insurance should use the revised forms beginning December 1, 1993. These attached revisions are the result of an ongoing review program between the Commission and the industry.

Please attach the revised versions to all new policies and destroy old versions of these forms.

After December 1 the new wording will apply to all policies.

New Wording

Endorsement forms 5 and 5c

The changes on both forms correct exclusion 1.3.2. by adding the words except where R.S.O. 1990 C.I.8 s. 263,

Direct Compensation - Property Damage applies.

Endorsement form 4a

Reference to any exclusion in Part C has been deleted.

D. Blair Tully

Commissioner

5 November 1993

Attachments:

- [OEF 4a Permission to Carry Explosives Endorsement](#)
- [OEF 5 Permission to rent or lease Endorsement \(Specified Lessee\)](#)
- [OEF 5c Permission to rent or lease Endorsement \(unspecified lessees - short term leases only\)](#)

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OEF 4a

PERMISSION TO CARRY EXPLOSIVES ENDORSEMENT

In consideration of a premium of \$ _____ or as stated in the certificate of insurance, permission is given for the automobile to be used to carry the following described types of explosives and no other:

(state type(s) of explosives)

As respects that portion of the loss or damage arising out of the explosive or incendiary properties of such goods or materials, the insurer's limit of liability under part A of the insuring agreements of this policy shall be the limits shown below:

Limit(s) of third party liability		
	Bodily injury	
	Property damage	
	Third party inclusive limit	

Such limit(s) of liability shall apply instead of the limit(s) stated in part A of the policy, but shall not be in addition to such limit(s).

It is further agreed that loss or damage so arising _____ insured under part C of this policy.
(is/is not)

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described as automobile(s) number _____ in the schedule of automobiles forming part of this policy, or as stated in the certificate of insurance.

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

This endorsement forms part of policy # _____ issued to _____
-

and shall be effective from ____/____/____ **from** _____ a.m./p.m. local
(year/month/day)

time or as stated in the certificate of insurance.

OEF 5

**PERMISSION TO RENT OR LEASE ENDORSEMENT
(Specified Lessee)**

This endorsement shall be effective only with respect to an automobile leased to the lessee by the lessor.

Where an *Application for Ontario Automobile Insurance OAF 1* (owner's form) has been completed by the lessee as an applicant, permission is given to the lessor for the automobile to be rented or leased to the lessee.

The insurer agrees to indemnify, in the same manner and to the same extent as if named as the insured, the lessee and every other person who with the lessee's consent personally drives the automobile. The amount of insurance provided by the policy including this endorsement shall not exceed the limit and amounts specified in the certificate of insurance.

It is agreed that:

1. exclusion 1.3.2 of part A of the policy is amended to read as follows:

For loss or damage to any property, other than property carried in, or upon the automobile, owned or rented by, or in the care, custody or control of the lessee or any person insured by this part, except where R.S.O. 1990, c.l.8 s. 263, direct compensation - property damage applies;

2. With respect to the general provisions, definitions and exclusions of this policy; *automobile defined*, the words *acquired by the insured as owner* shall mean leased by the lessee from the lessor
3. With respect to the general provisions, definitions and exclusions of this policy the word *insured* shall mean the lessee
4. With respect to subsection 2.2.3 of part B of this policy, the words *named insured* shall mean the lessee;
5. Item 10 of the application, OAF 1, is varied to provide that where
 1. A lessee as applicant for a contract,
 - (i) 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 the application any fact to be stated therein; or
 2. The lessee or lessor contravenes a term of the contract or commits a fraud; or
 3. The lessee or lessor wilfully makes a false statement in respect of a claim under the contract,

a claim by the insured, for other than such accident benefits as are set out in the no-fault benefits schedule, is invalid and the right of the insured to recover indemnity is forfeited.

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

This endorsement forms part of policy # _____ issued to _____

and shall be effective from _____/_____/_____**from** _____**a.m./p.m. local**
(year/month/day)

time or as stated in the. certificate of insurance.

OEF 5c

**PERMISSION TO RENT OR LEASE ENDORSEMENT
(unspecified lessees - short term leases only)**

In consideration of a premium of \$ _____ or as stated in the certificate of insurance, permission is given for the automobile to be rented or leased, provided any period of any such renting or leasing to any one person does not exceed thirty (30) consecutive days.

It is agreed that while the automobile is rented or leased, exclusion 1.3.2 of part A of the policy is amended to read as follows:

for loss or damage to any property, other than property carried in or upon the automobile, owned or rented by, or in the care custody or control of the lessee or any person insured by this part, except where R.S.O. 1990, c. 18 s. 263, direct compensation - property damage applies.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described as automobile(s) number _____ in the schedule of automobiles forming part of this policy, or as stated in the certificate of insurance.

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

This endorsement forms part of policy # _____ issued to _____

**and shall be effective from _____ / _____ / _____ from _____ a.m./p.m. local
(year/month/day)
time or as stated in the certificate of insurance.**