NOTE: The bulletins posted on this website are provided for historical reference. Information contained in the bulletins is accurate on the date published, but is subject to change and may have been superceded by a later bulletin. Users should verify the information before making decisions or acting upon it.

The bulletins posted may contain forms that are no longer current.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.

Bulletin

No. A-01/02

Property & Casualy

- Auto

Settlement Forms

To the attention of all insurance companies licensed

to transact automobile insurance in Ontario

Attached are three Settlement Disclosure Notice forms required for use in the final settlement of statutory accident benefits claims under Bill 59, Bill 164 and Bill 68.

These forms follow the release of Bulletin A-11/01 on December 28, 2001, which announced amendments to Ontario Regulation 664, relating to the settlement of statutory accident benefit claims.

The forms are required to be used for settlements made on or after March 1, 2002, the effective date of the amended regulation.

Authority

The Settlement Disclosure Notice forms are approved and required for use under the authority of section 121.2 (1) of the *Insurance Act*.

Copies of the forms

Copies of these forms are attached and are available at the Financial Services Commission of Ontario website: www.fsco.gov.on.ca

Philip Howell

Chief Executive Officer and

Superintendent of Financial Services (Acting)

February 7, 2002

Attachments (PDF):

1. Settlement Disclosure Notice - Bill 59

2. Settlement Disclosure Notice - Bill 164

3. Settlement Disclosure Notice - Bill 68

To view PDF files, you will require Adobe Acrobat® Reader version 7.0. You can download this free software from Adobe's Web site.

Last Modified: 8/23/2005 3:30:40 PM

Financial Services Commission of Ontario
5160 Yonge Street
Toronto, ON M2N 6L9
1-800-668-0128
(416) 250-7250

SETTLEMENT DISCLOSURE NOTICE

Final Settlement of a Statutory Accident Benefits Claim Bill 59

(For accidents on or after November 1, 1996)

NOTICE AND CAUTION

Your insurer is required to give you this SETTLEMENT DISCLOSURE NOTICE if you have both agreed on a cash settlement that will permanently end your entitlement to one or more accident benefits. This SETTLEMENT DISCLOSURE NOTICE must be completed and signed by your insurer. Your insurer will probably also give you a Release to sign.

- **YOU SHOULD CONSIDER SEEKING LEGAL, FINANCIAL AND MEDICAL ADVICE BEFORE YOU SIGN A RELEASE.**
- **IF YOU SIGN THIS SETTLEMENT DISCLOSURE NOTICE AND A RELEASE, YOU WILL BE GIVING UP RIGHTS YOU MAY HAVE NOW OR IN FUTURE, EVEN IF YOUR CONDITION CHANGES.**
- **IF YOU CHOOSE NOT TO SIGN, YOUR BENEFITS WILL NOT BE AFFECTED OR REDUCED.**
- **IF YOU DO SIGN THIS NOTICE AND A RELEASE YOU HAVE 2 BUSINESS DAYS TO CHANGE YOUR MIND.**
- **YOU HAVE THE RIGHT TO SEE ANY MEDICAL INFORMATION RELATING TO YOUR CLAIM IN YOUR INSURER'S FILE AND TO OBTAIN A COPY AT THE INSURER'S EXPENSE. IF YOU WANT TO SEE THIS INFORMATION, ASK YOUR INSURER FOR A COPY.**

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY

INSURER'S OFFER TO SETTLE BENEFITS

OFFER TO SETTLE INCOME REPLACEMENT BENEFITS

You have been offered $ _____ for all past and future income replacement benefits.

OFFER TO SETTLE NON-EARNER BENEFITS

You have been offered $ _____ for all past and future non-earner benefits.

OFFER TO SETTLE CAREGIVER BENEFITS

You have been offered $ _____ for all past and future caregiver benefits.

OFFER TO SETTLE MEDICAL BENEFITS

You have been offered $ _____ for all past and future medical benefits.

OFFER TO SETTLE REHABILITATION BENEFITS

You have been offered $ _____ for all past and future rehabilitation benfits.

OFFER TO SETTLE ATTENDANT CARE BENEFITS

You have been offered $ _____ for all past and future attendant care benefits.

OFFER TO SETTLE DEATH AND FUNERAL BENEFITS

You have been offered $ _____ for all past and future death benefits and funeral benefits.

OFFER TO SETTLE BENEFITS FOR PAYMENT OF OTHER EXPENSES (specify)

_____

You have been offered $ _____ for all past and future benefits for other expenses.

OFFER TO SETTLE ANY OTHER ITEMS (specify)_____

You have been offered $ _____ for other items.

TOTAL OFFER $ _____

Provide any other details:

WHAT DOES IT MEAN IF YOU SETTLE YOUR CLAIM?

THERE ARE A NUMBER OF CONSEQUENCES OF THIS SETTLEMENT IF YOU SIGN THIS NOTICE AND A RELEASE:

- You are finally and permanently settling your claim for the benefits specified. You are forever giving up the right to claim such benefits in the future, even if your medical problems get worse.

- You are permanently giving up your right under the *Insurance Act* to mediate, litigate, arbitrate, appeal, apply to vary, or to proceed to judicial review by a court, concerning the benefits which are the subject of the settlement.

- The tax implications of the settlement may be different than the tax implications of the benefits described. In general, any investment income earned on the cash amount of the settlement may be subject to tax.

Example

If you are entitled to receive weekly income benefits, and agree to settle your claim for $20,000.00 which you then invest, any interest income you receive will likely be taxable. If you choose to receive weekly income benefits instead of a settlement, your weekly benefits will probably not be taxable.

YOU ARE ADVISED TO CONSIDER SEEKING LEGAL, FINANCIAL AND MEDICAL ADVICE BEFORE ENTERING INTO ANY SETTLEMENT. IT IS ESPECIALLY IMPORTANT TO SEEK ADVICE IF YOUR IMPAIRMENT IS "CATASTROPHIC".*

***What is a "catastrophic impairment"?**

"Catastrophic impairment" includes: paraplegia or quadriplegia, amputation or other impairment causing total and permanent loss of use of both arms or total and permanent loss of both an arm and leg, total loss of vision, certain brain injuries, and certain other combinations of impairments that result in 55% or more impairment of the whole person. A determination must be made by medical experts. If you feel your injuries may be catastrophic, you should contact your medical and legal advisors. **If your impairment is catastrophic, the amount of medical, rehabilitation and attendant care benefits available to you changes significantly (see "Description of Benefits").**

DESCRIPTION OF BENEFITS

THE DETAILS OF THE BENEFITS AND YOUR RIGHTS AND RESPONSIBILITIES ARE IN THE *STATUTORY ACCIDENT BENEFITS SCHEDULE* OF THE *INSURANCE ACT* (ONTARIO). YOUR INSURANCE COMPANY IS OBLIGATED TO GIVE YOU INFORMATION ABOUT THE BENEFITS AVAILABLE.

The benefits provided under the *Statutory Accident Benefits Schedule* are complex and extensive. A short description of these benefits is provided below.

Income Replacement Benefits
This benefit compensates for lost income if you are unable to perform the essential tasks of the job you did before the accident. The benefit is 80% of your net income before the accident. The maximum benefit is $400 per week. However, if you are covered by optional weekly income replacement benefits, the maximum benefit may be $600, $800, or $1,000 per week.

Non-Earner Benefit
This benefit compensates you if you are completely unable to carry on a normal life, and do not qualify for an Income Replacement Benefit or Caregiver Benefit. The benefit is $185 per week, but may be $320 per week if you were a student or recent graduate. The benefit begins twenty-six weeks after you become completely unable to carry on a normal life.

Caregiver Benefits
This benefit compensates you for expenses incurred if you cannot continue as the main caregiver for a person in your household such as child under age 16 or other person who needs care. The benefit pays expenses up to $250 per week, but if you provide care for more than one person, the limit is increased by $50 for each additional person. If you are covered by optional caregiver benefits, the benefit pays expenses up to $325 per week and $75 per week for each additional person.

Medical Benefit
This benefit pays for medical expenses incurred as a result of your injuries. These are expenses that are not covered by any other medical plan, such as the Ontario Health Plan, or any medical plans at the workplace.

Rehabilitation Benefit
This benefit pays for some rehabilitation expenses incurred as a result of your injuries. These are expenses that are not covered by any other plan.

Attendant Care Benefit
This benefit compensates for the expense of an aide or attendant or services provided by a long-term care facility.

Maximum Medical, Rehabilitation and Attendant Care Benefits
The maximum amount paid for medical and rehabilitation expenses combined is $100,000, with a 10 year time limit, and $72,000 for attendant care benefits with a two year time limit. If your impairment is catastrophic, the maximum amount is $1,000,000 for medical and rehabilitation expenses, and $1,000,000 for attendant care expenses, with no time limits. If you are covered by optional medical, rehabilitation and attendant care benefits, an additional $1,000,000 above the basic benefits is available.

Payment of Other Expenses
This benefit pays for some other expenses such as the expenses of family members in visiting you during treatment or recovery. It also pays for some housekeeping and home maintenance; the repair or replacement of items lost or damaged in the accident such as clothing, prescription eyewear, dentures, hearing aids, prostheses and medical or dental devices; and lost educational expenses. This benefit also covers the reasonable cost of examinations obtained for the purposes of the *Statutory Accident Benefits Schedule*.

Death Benefits
This benefit pays family members of a person killed in an automobile accident. $25,000 is paid to a surviving spouse, $10,000 to each surviving dependant, and $10,000 to a person on whom the deceased was a dependant. The amounts are doubled if you are covered by optional benefits.

Funeral Expenses
This benefit pays up to $6,000 to cover funeral expenses. The maximum amount is $8,000 if you are covered by optional benefits.

Optional Benefits
Optional benefits increase the amount of basic benefits. They must be purchased before the accident. The optional benefits are: Increased Income Replacement; Increased Caregiver and Dependant Care; Increased Medical, Rehabilitation and Attendant Care; Increased Death and Funeral, and Optional Indexation Benefit. **You should consult your insurer and your advisors to determine if you are covered by Optional Benefits.**

INSURER'S DISCLOSURE AND ACKNOWLEDGMENT

The insurer acknowledges that it has made available for review by the insured person or the insured person's representative all medical reports, medical records and other information of a medical nature in the insurer's file relating to the insured person.

I certify the information provided in this Notice is complete and correct.

Representative of insurer _____ Telephone number _____

Name of Insurance Company Ombudsman Liaison Officer* _____

Telephone number _____

* If you have a complaint about your claim, you may contact your insurer's Ombudsman Liaison Officer who will review and attempt to resolve it with you.

Date _____

INSURED'S ACKNOWLEDGMENT

I acknowledge that I have received and read the above Settlement Disclosure Notice provided to me by an insurer, and have considered whether or not to obtain legal, financial and medical advice.

_____ _____

Signature of Insured Date

IF YOU CHANGE YOUR MIND

IF YOU CHANGE YOUR MIND AFTER AGREEING TO SETTLE YOUR CLAIM BY SIGNING A RELEASE, YOU MUST:

NOTIFY THE INSURER IN WRITING AND RETURN ANY SETTLEMENT FUNDS YOU RECEIVED WITHIN 2 BUSINESS DAYS AFTER YOU SIGNED THE RELEASE

IF YOU SIGNED A RELEASE AND LATER SIGNED THIS DISCLOSURE NOTICE, YOU HAVE 2 BUSINESS DAYS FROM WHEN YOU SIGNED THE DISCLOSURE NOTICE IN WHICH TO NOTIFY THE INSURER AND RETURN ANY SETTLEMENT FUNDS YOU RECEIVED.

SETTLEMENT DISCLOSURE NOTICE

Final Settlement of a Statutory Accident Benefits Claim Bill 164

(For accidents between January 1, 1994 and October 31, 1996)

NOTICE AND CAUTION

Your insurer is required to give you this SETTLEMENT DISCLOSURE NOTICE if you have both agreed on a cash settlement that will permanently end your entitlement to one or more accident benefits. This SETTLEMENT DISCLOSURE NOTICE must be completed and signed by your insurer. Your insurer will probably also give you a Release to sign.

- **YOU SHOULD CONSIDER SEEKING LEGAL, FINANCIAL AND MEDICAL ADVICE BEFORE YOU SIGN A RELEASE.**
- **IF YOU SIGN THIS SETTLEMENT DISCLOSURE NOTICE AND A RELEASE, YOU WILL BE GIVING UP RIGHTS YOU MAY HAVE NOW OR IN FUTURE, EVEN IF YOUR CONDITION CHANGES.**
- **IF YOU CHOOSE NOT TO SIGN, YOUR BENEFITS WILL NOT BE AFFECTED OR REDUCED.**
- **IF YOU DO SIGN THIS NOTICE AND A RELEASE YOU HAVE 2 BUSINESS DAYS TO CHANGE YOUR MIND.**
- **YOU HAVE THE RIGHT TO SEE ANY MEDICAL INFORMATION RELATING TO YOUR CLAIM IN YOUR INSURER'S FILE AND TO OBTAIN A COPY AT THE INSURER'S EXPENSE. IF YOU WANT TO SEE THIS INFORMATION, ASK YOUR INSURER FOR A COPY.**

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY

INSURER'S OFFER TO SETTLE BENEFITS

OFFER TO SETTLE INCOME REPLACEMENT BENEFITS

You have been offered $_____ for all past and future income replacement benefits.

OFFER TO SETTLE EDUCATION DISABILITY BENEFITS

You have been offered $_____ for all past and future weekly education disability benefits if no income.

You have been offered $_____ for all past and future lump sum education disability benefits.

OFFER TO SETTLE CAREGIVER BENEFITS

You have been offered $_____ for all past and future caregiver benefits benefits.

OFFER TO SETTLE OTHER DISABILITY BENEFITS

You have been offered $_____ for all past and future other disability benefits.

OFFER TO SETTLE LOSS OF EARNING CAPACITY BENEFITS

You have been offered $_____ for all past and future loss of earning capacity benefits.

OFFER TO SETTLE SUPPLEMENTARY MEDICAL BENEFITS

You have been offered $_____ for all past and future supplementary medical benefits.

OFFER TO SETTLE REHABILITATION BENEFITS

You have been offered $_____ for all past and future rehabilitation benefits.

OFFER TO SETTLE ATTENDENT CARE BENEFITS

You have been offered $_____ for all past and future attendent care benefits.

OFFER TO SETTLE DEATH BENEFITS

You have been offered $_____ for all past and future death benefits.

OFFER TO SETTLE FUNERAL BENEFITS

You have been offered $_____ for all past and future funeral benefits.

OFFER TO SETTLE BENEFITS FOR OTHER PECUNIARY LOSSES (specify) _____

You have been offered $_____ for all past and future benefits for compensation for other pecuniary losses.

OFFER TO SETTLE ANY OTHER ITEMS (specify) _____

You have been offered $_____ for other items.

TOTAL OFFER $_____

Provide any other details:

WHAT DOES IT MEAN IF YOU SETTLE YOUR CLAIM?

THERE ARE A NUMBER OF CONSEQUENCES OF THIS SETTLEMENT IF YOU SIGN THIS NOTICE AND A RELEASE:

- You are finally and permanently settling your claim for the benefits specified. You are forever giving up the right to claim such benefits in the future, even if your medical problems get worse.

- You are permanently giving up your right under the *Insurance Act* to mediate, litigate, arbitrate, appeal, apply to vary, or to proceed to judicial review by a court, concerning the benefits which are the subject of the settlement.

- The tax implications of the settlement may be different than the tax implications of the benefits described. In general, any investment income earned on the cash amount of the settlement may be subject to tax.

Example

If you are entitled to receive weekly income benefits, and agree to settle your claim for $20,000.00 which you then invest, any interest income you receive will likely be taxable. If you choose to receive weekly income benefits instead of a settlement, your weekly benefits will probably not be taxable.

YOU ARE ADVISED TO CONSIDER SEEKING LEGAL, FINANCIAL AND MEDICAL ADVICE BEFORE ENTERING INTO ANY SETTLEMENT.

DESCRIPTION OF BENEFITS

THE DETAILS OF THE BENEFITS AND YOUR RIGHTS AND RESPONSIBILITIES ARE IN THE *STATUTORY ACCIDENT BENEFITS SCHEDULE* OF THE *INSURANCE ACT* (ONTARIO). YOUR INSURANCE COMPANY IS OBLIGATED TO GIVE YOU INFORMATION ABOUT THE BENEFITS AVAILABLE.

The benefits provided under the *Statutory Accident Benefits Schedule* are complex and extensive. A short description of these benefits is provided below.

Income Replacement Benefits
This benefit compensates you for lost income if you are unable to perform the essential tasks of the job you did before the accident. You may qualify if you were employed or self employed at any point in the previous 3 years before the accident, were on strike, locked out, on lay-off, parental or pregnancy leave, or had a contract to start work within one year. The benefit is 90% of your net income before the accident and is indexed yearly for inflation. The maximum benefit will depend on the year of the accident and duration of your disability. There is a minimum benefit of $185 per week, unindexed.

Education Disability Benefits
Weekly Benefit: This weekly benefit is payable after age 16 if you are a full time student and unable to continue your education, or are unable to carry on a normal life. The amount of weekly education disability benefits is 50% of net Ontario Average Weekly Earnings, and the benefit is indexed yearly.
Lump Sum Benefit: This benefit provides a lump sum payment for each year of school missed, if you are unable to attend or successfully complete one or more school years, or one or more semesters of school that is organized on a semester basis. The maximum lump sum payable is indexed yearly.

Caregiver Benefits
This benefit compensates you if you are the main caregiver for a person in your household such as a child under age 16 or other person who needs care, and you are unable to perform your usual caregiving activities or you suffer a partial or complete inability to lead a normal life. The maximum amount of caregiver benefits is indexed yearly.

Other Disability Benefits
This benefits compensates you if you suffer a partial or complete inability to lead a normal life and you do not qualify for any other weekly benefits. The benefit is $185 per week, unindexed.

Loss of Earning Capacity Benefits
This long term benefit compensates you if you continue to qualify for weekly benefits more than 104 weeks after you first became disabled. It replaces income replacement benefits, weekly caregiver benefits, weekly education benefits, or other disability benefits, and is based on the difference between pre-accident and post-accident earning capacity.

Supplementary Medical Benefits
This benefit pays for medical expenses incurred as a result of your injuries. These are expenses that are not covered by any other medical plan, such as the Ontario Health Plan, or any medical plans at the workplace.

Rehabilitation Benefits
This benefit pays for rehabilitation expenses incurred as a result of your injuries. These are expenses that are not covered by any other medical plan, such as the Ontario Health Plan, or any medical plans at the workplace.

Maximum Supplementary Medical and Rehabilitation Benefits
There is a lifetime maximum limit of $1,000,000 for supplementary medical and rehabilitation benefits combined. This limit is indexed yearly. The maximum benefit will depend on the year of the accident.

Attendant Care Benefits
This benefit compensates for the expense of an aide or attendant, or services provided by a long-term care facility. There is a monthly limit of $3,000 and no lifetime limit. For certain injuries, the monthly limit may be $6,000 or $10,000 per month. These limits are indexed yearly.

Death Benefits
This benefit pays family members of a person killed in an automobile accident. The maximum amount of the benefit paid to a surviving spouse is based on the income of the deceased person according to a formula: 187.2 x the net weekly income of the deceased. A lump sum is also paid to any dependant of the deceased. If the deceased was a dependant of someone else, such as a parent or other caregiver, a lump sum is paid to that person.

Funeral Expenses
This benefit pays funeral expenses for a person killed in an automobile accident. The maximum amount of the benefit is indexed yearly.

Compensation for Other Pecuniary Losses
This benefit pays for some other expenses such as the expenses of family members in visiting you during treatment or recovery. It also pays additional dependent care expenses for persons receiving income replacement benefits; some housekeeping and home maintenance; and the repair or replacement of items lost or damaged in the accident such as clothing, personal items, dentures, hearing aids, prostheses and medical or dental devices. This benefit also covers the reasonable cost of examinations obtained for the purposes of the *Statutory Accident Benefits Schedule.*

INSURER'S DISCLOSURE AND ACKNOWLEDGMENT

The insurer acknowledges that it has made available for review by the insured person or the insured person's representative all medical reports, medical records and other information of a medical nature in the insurer's file relating to the insured person.

I certify the information provided in this Notice is complete and correct.

Representative of insurer _____ Telephone number _____

Name of Insurance Company Ombudsman Liaison Officer* _____

Telephone number _____

* If you have a complaint about your claim, you may contact your insurer's Ombudsman Liaison Officer who will review and attempt to resolve it with you.

Date _____

INSURED'S ACKNOWLEDGMENT

I acknowledge that I have received and read the above Settlement Disclosure Notice provided to me by an insurer, and have considered whether or not to obtain legal, financial and medical advice.

_____ _____

Signature of Insured Date

IF YOU CHANGE YOUR MIND

IF YOU CHANGE YOUR MIND AFTER AGREEING TO SETTLE YOUR CLAIM BY SIGNING A RELEASE, YOU MUST:

NOTIFY THE INSURER IN WRITING AND RETURN ANY SETTLEMENT FUNDS YOU RECEIVED WITHIN 2 BUSINESS DAYS AFTER YOU SIGNED THE RELEASE

IF YOU SIGNED A RELEASE AND LATER SIGNED THIS DISCLOSURE NOTICE, YOU HAVE 2 BUSINESS DAYS FROM WHEN YOU SIGNED THE DISCLOSURE NOTICE IN WHICH TO NOTIFY THE INSURER AND RETURN ANY SETTLEMENT FUNDS YOU RECEIVED.

SETTLEMENT DISCLOSURE NOTICE

Final Settlement of a Statutory Accident Benefits Claim Bill 68

(For accidents between June 22, 1990 and December 31, 1993)

NOTICE AND CAUTION

Your insurer is required to give you this SETTLEMENT DISCLOSURE NOTICE if you have both agreed on a cash settlement that will permanently end your entitlement to one or more accident benefits. This SETTLEMENT DISCLOSURE NOTICE must be completed and signed by your insurer. Your insurer will probably also give you a Release to sign.

- **YOU SHOULD CONSIDER SEEKING LEGAL, FINANCIAL AND MEDICAL ADVICE BEFORE YOU SIGN A RELEASE.**
- **IF YOU SIGN THIS SETTLEMENT DISCLOSURE NOTICE AND A RELEASE, YOU WILL BE GIVING UP RIGHTS YOU MAY HAVE NOW OR IN FUTURE, EVEN IF YOUR CONDITION CHANGES.**
- **IF YOU CHOOSE NOT TO SIGN, YOUR BENEFITS WILL NOT BE AFFECTED OR REDUCED.**
- **IF YOU DO SIGN THIS NOTICE AND A RELEASE YOU HAVE 2 BUSINESS DAYS TO CHANGE YOUR MIND.**
- **YOU HAVE THE RIGHT TO SEE ANY MEDICAL INFORMATION RELATING TO YOUR CLAIM IN YOUR INSURER'S FILE AND TO OBTAIN A COPY AT THE INSURER'S EXPENSE. IF YOU WANT TO SEE THIS INFORMATION, ASK YOUR INSURER FOR A COPY.**

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY

INSURER'S OFFER TO SETTLE BENEFITS

OFFER TO SETTLE WEEKLY INCOME BENEFITS

You have been offered $ _____ for all past and future weekly income benefits.

OFFER TO SETTLE WEEKLY BENEFITS IF NO INCOME

You have been offered $ _____ for all past and future weekly benefits if no income.

OFFER TO SETTLE SUPPLEMENTARY MEDICAL AND REHABILITATION BENEFITS

You have been offered $ _____ for all past and future supplementary medical and rehabilitation benefits.

OFFER TO SETTLE CARE BENEFITS

You have been offered $ _____ for all past and future care benefits.

OFFER TO SETTLE BENEFITS FOR DAMAGE TO CLOTHING, GLASSES, HEARING AIDS AND OTHER DEVICES

You have been offered $ _____ for all past and future damage to clothing, glasses, hearing aids and other devices.

OFFER TO SETTLE FUNERAL EXPENSES

You have been offered $ _____ for all past and future funeral expenses.

OFFER TO SETTLE DEATH BENEFITS

You have been offered $ _____ for all past and future death benefits.

OFFER TO SETTLE ANY OTHER ITEMS (specify)_____

You have been offered $ _____ for other items.

TOTAL OFFER $ _____

Provide any other details:

WHAT DOES IT MEAN IF YOU SETTLE YOUR CLAIM?

THERE ARE A NUMBER OF CONSEQUENCES OF THIS SETTLEMENT IF YOU SIGN THIS NOTICE AND A RELEASE:

- You are finally and permanently settling your claim for the benefits specified. You are forever giving up the right to claim such benefits in the future, even if your medical problems get worse.

- You are permanently giving up your right under the *Insurance Act* to mediate, litigate, arbitrate, appeal, apply to vary, or to proceed to judicial review by a court, concerning the benefits which are the subject of the settlement.

- The tax implications of the settlement may be different than the tax implications of the benefits described. In general, any investment income earned on the cash amount of the settlement may be subject to tax.

Example

> If you are entitled to receive weekly income benefits, and agree to settle your claim for $20,000.00 which you then invest, any interest income you receive will likely be taxable. If you choose to receive weekly income benefits instead of a settlement, your weekly benefits will probably not be taxable.

YOU ARE ADVISED TO CONSIDER SEEKING LEGAL, FINANCIAL AND MEDICAL ADVICE BEFORE ENTERING INTO ANY SETTLEMENT.

DESCRIPTION OF BENEFITS

THE DETAILS OF THE BENEFITS AND YOUR RIGHTS AND RESPONSIBILITIES ARE IN THE *STATUTORY ACCIDENT BENEFITS SCHEDULE* OF THE *INSURANCE ACT* (ONTARIO). YOUR INSURANCE COMPANY IS OBLIGATED TO GIVE YOU INFORMATION ABOUT THE BENEFITS AVAILABLE.

The benefits provided under the *Statutory Accident Benefits Schedule* are complex and extensive. A short description of these benefits is provided below.

Weekly Income Benefits
This benefit compensates for lost income if you are unable to perform the essential tasks of the job you did before the accident. You may qualify if you were employed, unemployed but worked 180 days in the twelve months before the accident, on a temporary lay-off or had a contract to start work within one year. The benefit is 80% of your gross income before the accident. The maximum benefit is $600 per week, subject to a minimum weekly amount of $185.60. However, if you are covered by optional weekly income benefits, the maximum benefit may be $750, $900, or $1,050 per week.

Weekly Benefits If No Income
This benefit compensates you if you are unable to perform the essential tasks you normally did before the accident, and do not qualify for a Weekly Income Benefit. The benefit is $185 per week. In addition to this benefit, if you were a primary caregiver for one or more persons in your household, such as a child under age 16 or other person who needs care, you are entitled to a benefit of $50 per week for each person requiring care. If you are covered by optional benefits the additional amount for each person requiring care is $100 per week.

Supplementary Medical and Rehabilitation Benefits
This benefit pays for medical and rehabilitation expenses incurred as a result of your injuries. It also may pay for some other goods and services such as housekeeping and home maintenance. Expenses payable under this section are expenses that are not covered by any other medical plan, such as the Ontario Health Plan, or any medical plans at the workplace.

Maximum Medical and Rehabilitation Benefits
The maximum amount paid for medical and rehabilitation benefits is $500,000. There is a time limit of 10 years, or twenty years less your age on the day of the accident, whichever is longer.

Care Benefits
This benefit compensates for the expense of a professional caregiver or the reasonable expenses incurred in caring for you after the accident.

Maximum Care Benefits
The maximum amount payable per month for care benefits is $3,000. The total maximum amount payable for care benefits is $500,000.

Funeral Expenses
This benefit pays up to $3,000 to cover funeral expenses. If you are covered by optional benefits the maximum amount is $7,500.

Death Benefits
This benefit pays family members of a person killed in an automobile accident. $25,000 is paid to a surviving spouse, $10,000 each to surviving dependants, and $10,000 to a person upon whom the deceased was dependent. The amounts are doubled if you are covered by optional benefits.

Optional Benefits
Optional benefits increase the amount of basic benefits, and must be purchased before the accident. The optional benefits are:

1. Increased Funeral and Death Benefits
2. Increased Weekly Income Benefits
3. Increased Primary Caregiver Benefits

You should consult your insurer and your advisors to determine if you are covered by Optional Benefits.

INSURER'S DISCLOSURE AND ACKNOWLEDGMENT

The insurer acknowledges that it has made available for review by the insured person or the insured person's representative all medical reports, medical records and other information of a medical nature in the insurer's file relating to the insured person.

I certify the information provided in this Notice is complete and correct.

Representative of insurer _____ Telephone number _____

Name of Insurance Company Ombudsman Liaison Officer* _____

Telephone number _____

* If you have a complaint about your claim, you may contact your insurer's Ombudsman Liaison Officer who will review and attempt to resolve it with you.

Date _____

INSURED'S ACKNOWLEDGMENT

I acknowledge that I have received and read the above Settlement Disclosure Notice provided to me by an insurer, and have considered whether or not to obtain legal, financial and medical advice.

_____ _____

Signature of Insured Date

IF YOU CHANGE YOUR MIND

IF YOU CHANGE YOUR MIND AFTER AGREEING TO SETTLE YOUR CLAIM BY SIGNING A RELEASE, YOU MUST:

NOTIFY THE INSURER IN WRITING AND RETURN ANY SETTLEMENT FUNDS YOU RECEIVED WITHIN 2 BUSINESS DAYS AFTER YOU SIGNED THE RELEASE.

IF YOU SIGNED A RELEASE AND LATER SIGNED THIS DISCLOSURE NOTICE, YOU HAVE 2 BUSINESS DAYS FROM WHEN YOU SIGNED THE DISCLOSURE NOTICE IN WHICH TO NOTIFY THE INSURER AND RETURN ANY SETTLEMENT FUNDS YOU RECEIVED.