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Bulletin

No. A-02/03

Property & Casualty

- Auto

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Revised Certificate of Automobile Insurance Form and Data Elements

To the attention of all insurance companies licensed

to transact automobile insurance in Ontario

This Bulletin advises insurers of new requirements for the "Certificate of Automobile Insurance (Ontario)" form, also called the "Declaration Page," for use with the Ontario Automobile Policy form (OAP 1) (Owner's Policy).

Attached is a revised specimen of the Certificate. Also included, for insurers wishing to custom design their own certificate, is a revised list of the required data elements. Insurers that wish to use their own custom designed certificate must obtain approval from the Financial Services Commission of Ontario (FSCO), as required under Section 232(5) of the *Insurance Act*.

Effective date for use of Certificate

You are encouraged to obtain approval and to implement the new certificate as soon as possible. The new certificate is flexible enough to be used before the effective date of the Automobile Insurance Reform resulting from Bill 198.

The new certificate must be in place for both new and renewal business as of the effective date of the Automobile

Insurance Reform. You will be advised of the effective date once it becomes known.

Other forms will also be affected by the provisions of Bill 198. All new and revised automobile insurance forms, as well as other forthcoming changes associated with the implementation of Bill 198, are being developed in consultation with the industry.

Changes to the Certificate

There are two significant changes required from the current approved form and data elements:

1. *Theft deductible* - As part of the Automobile Insurance Reform, it has been proposed that a deductible will apply where there is theft of the entire automobile. There has been a change to the Certificate to eliminate the following: "There is no deductible for loss or damage due to fire, lightning or theft of the entire automobile". There is replacement wording that says: "A deductible applies for each claim except as stated in your policy." (Please refer to data element 64).
2. *Warning - Offences* - A new data element has been added to the Certificate to identify offences under the *Insurance Act* and the *Criminal Code*. (Please refer to data element 130).

There are two other changes, minor in nature, as noted in the attached Explanatory Notes.

Guidelines on use of forms

If you wish to use the specimen as the certificate that will be issued to consumers, you will not need approval from FSCO. However, you must file a copy of the form with FSCO's Automobile Insurance Division. The copy should include your company logo and an example of how the form would be completed.

If you are designing your own certificate based on the data elements provided in this Bulletin, it must be approved by FSCO. You should, as soon as possible, submit to FSCO the following:

- one copy of the blank certificate; and
- another copy of the certificate showing how you would complete it before issuing it to a consumer.

Should you have any inquiries regarding this Bulletin, please contact your rate analyst in the Automobile Insurance Division at FSCO. Please note that this bulletin and the attachments are posted on FSCO's website at: www.fSCO.gov.on.ca.

[on.ca](#)

Sincerely,

Bryan P. Davies

Chief Executive Officer and

Superintendent of Financial Services

March 21, 2003

Attachments (PDF):

- a. [Specimen "Certificate of Automobile Insurance \(Ontario\)" form](#)
- b. [List of the data elements for the certificate.](#)
- c. [Explanatory notes about the data elements](#)



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Financial Services Commission of Ontario
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Toronto, ON M2N 6L9
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Insurer

Certificate of Automobile Insurance (Ontario)

(All times are local times at the Named Insured's postal address shown on this Certificate)

Policy No.	Policy Effective Date	year	month	day	Policy Expiry Date	year	month	day
					12:01 a.m.			

Date Prepared	Broker/Agent	Telephone Number
---------------	--------------	------------------

Named Insured	Lessor (if applicable)
---------------	------------------------

Described Automobiles

Automobile #

Automobile #

Model Year and Make
Model and Body Type
Serial No./V.I.N.
Cylinders/C.C.
Purchase Price/List Price New

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Insurance Coverages

Automobile #

Automobile #

Liability

Bodily Injury
Property Damage

Limit

Premium

Premium for
Occasional Driver

Limit

Premium

Premium for
Occasional Driver

Accident Benefits (Basic Benefits)

As stated in
Section 4 of PolicyAs stated in
Section 4 of Policy

Limit

Premium

Premium for
Occasional Driver

Limit

Premium

Premium for
Occasional Driver

up to \$ per week			up to \$ per week		
As stated in Section 4 of Policy			As stated in Section 4 of Policy		

Uninsured Automobile

As stated in
Section 5 of PolicyAs stated in
Section 5 of Policy

Deductible

Premium

Premium for
Occasional Driver

Deductible

Premium

Premium for
Occasional Driver

--	--	--	--	--	--

Deductible

Premium

Premium for
Occasional Driver

Deductible

Premium

Premium for
Occasional Driver

Direct Compensation - Property Damage*

*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation-property damage.

Loss or Damage**

Specified Perils (excluding Collision or Upset)
Comprehensive (excluding Collision or Upset)
Collision or Upset
All Perils

** This policy contains a partial payment of loss clause. A deductible applies for each claim except as stated in your policy.

Insurance Coverages (cont'd)

Automobile #

Automobile #

Policy Change Forms (Name, No., including limit if applicable)

Premium**Premium****Premium Subtotals****Total Premium for Each
Automobile****Total Policy Premium****Minimum Non-Refundable Premium****Provincial Sales Tax****Total Policy Cost****Rating Information**

Driver No.	Driver Name			Age	Marital or Same-Sex Partner Status	Years Lic.	Driver's Training	Assignment to Auto				Convictions		
								Principal	Secondary	Occasional	Excluded	Serious	Major	Minor

Auto No.	Chargeable Claims								Surcharges			Discounts	
	Date			BI	PD	AB	COLL/AP	%	Description	%	Description		
	year	month	day										

Auto No.	Kilometres Driven		GVW (commercial vehicles only)	Class Description	
	Annually	To Work 1-Way		Class	Description

Auto No.	Driving Record					Vehicle Code	Rate Group			Terr. Code	Rating Territory Description
	BI	PD	AB	DCPD	COLL/AP		AB	DCPD/ COLL/AP	COMP/ SP		

Lienholders

(to whom loss may be jointly payable)

(to whom loss may be jointly payable)

Method of Payment

Type of Payment Plan	Total Policy Premium	Provincial Sales Tax	Interest	Total Payable
Amount Paid with Application	Amount Still Due	No. of Remaining Instalments	Amount of Each Instalment	Instalment Due Date

Remarks

This Certificate is proof of a contract of insurance between the Named Insured and the Insurer, subject in all respects to the Ontario Automobile Policy (OAP 1). In return for the premium charged and the statements contained in the Application, the contract provides the coverage outlined in this Certificate. You only have a particular coverage for a specific automobile if this Certificate shows a premium for it, or shows the coverage is provided at no cost. All other terms of the Policy remain the same unless stated otherwise in this Certificate. Your Insurer will provide you with a copy of the Policy if you request it. This Certificate is only valid if it is signed by an authorized representative of the Insurer.

Authorized Signature of Insurer

This is a brief explanation of the insurance outlined in this Certificate.

Liability

Provides coverage for you or other insured persons if someone else is killed or injured or their property is damaged in an automobile incident. It will pay for legitimate claims against you or other insured persons up to the limit of your coverage, and the cost of settling claims.

Accident Benefits

Your insurance company is obligated to explain details of Accident Benefits coverage to you.

Provides benefits that you and other insured persons are entitled to receive if injured or killed in an automobile accident. These benefits include: income replacement for persons who have lost income; payments to non-earners who suffer complete inability to carry on a normal life; payment of care expenses to persons who cannot continue to act as a primary caregiver for a member of their household; payment of medical, rehabilitation and attendant care expenses; payment of certain other expenses; payment of funeral expenses and payments to survivors of a person who is killed. You may also purchase optional benefits to increase the basic level of benefits provided in the policy. The optional benefits your insurance company must offer are: increased income replacement; increased caregiver and dependant care; increased medical, rehabilitation and attendant care; increased death and funeral; and an indexation benefit.

Uninsured Automobile

Provides coverage if you or other insured persons are injured or killed by an uninsured motorist or by a hit-and-run driver. It covers damage to your automobile and its contents caused by an identified uninsured motorist, subject to a deductible.

Direct Compensation - Property Damage

Provides coverage in Ontario, under certain conditions, for damage to your automobile and to property it is carrying, when another motorist is responsible. It is called Direct Compensation because you will collect from us, your insurance company, even though you are not at fault for the accident. There may be a deductible amount, and this amount is either paid by you toward the cost of repairs or is deducted from the loss settlement. Higher deductibles may reduce your premium.

Loss or Damage

Provides a selection of optional coverages for your own automobile. Payments cover direct and accidental loss of, or damage to, a described automobile and its equipment. There is usually a deductible amount indicated for each coverage and this amount is either paid by you toward the cost of repairs or is deducted from the loss settlement. Higher deductibles may reduce your premium. There are four types of coverages:

Specified Perils: Covers the described automobile against loss or damage caused by certain specific perils. They are: fire; theft or attempted theft; lightning; windstorm; hail or rising water; earthquake; explosion; riot or civil disturbance; falling or forced landing of aircraft or parts of aircraft; or the stranding; sinking, burning; derailment or collision of any kind of transport in; or upon which the described automobile is being transported.

Comprehensive: Covers a described automobile against loss or damage other than those covered by Collision or Upset, including perils listed under Specified Perils, falling or flying objects, missiles and vandalism.

Collision or Upset: Covers damage when a described automobile is involved in a collision with another object or tips over.

All Perils: Combines the Collision or Upset and Comprehensive coverages.

Warning: The *Insurance Act* provides that where (a) an 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 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 statutory accident benefits as are set out in the Statutory Accident Benefits Schedule, is invalid and the right of the Insured to recover indemnity is forfeited.

Warning - Offences

It is an offence under the *Insurance Act* to knowingly make a false or misleading statement or representation to an Insurer in connection with the person's entitlement to a benefit under a contract of insurance, or to wilfully fail to inform the Insurer of a material change in circumstances within 14 days, in connection with such entitlement. The offence is punishable on conviction by a maximum fine of \$100,000 for the first offence and a maximum fine of \$200,000 for any subsequent conviction.

It is an offence under the federal *Criminal Code* for anyone to knowingly make or use a false document with the intent it be acted on as genuine and the offence is punishable, on conviction, by a maximum of 10 years imprisonment.

It is an offence under the federal *Criminal Code* for anyone, by deceit, falsehood or other dishonest act, to defraud or to attempt to defraud an insurance company. The offence is punishable, on conviction, by a maximum of 10 years imprisonment for cases involving an amount over \$5,000 or otherwise a maximum of 2 years imprisonment.

This Certificate contains important information about your automobile insurance.

DATA ELEMENTS FOR CERTIFICATE OF AUTOMOBILE INSURANCE

Note:

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

Element 1. (Text) Certificate of Automobile Insurance (Ontario)

- Element 2. Insurer
- Element 3. Policy Number
- Element 4. Policy Effective Date (Day/Month/Year)
- Element 5. Policy Expiry Date (Day/Month/Year), 12:01 a.m.
- Element 6. (Text) All times are local times at the Named Insured's postal address shown on this Certificate
- Element 7. Date prepared
- Element 8. Broker/Agent, including address, postal code and telephone number
- Element 9. Named Insured, including address and postal code
- Element 10. Lessor (if applicable), including address and postal code

Element 11. (Text) Described Automobiles

- Element 12. Automobile Number
- Element 13. Model Year and Make
- Element 14. Model and Body Type
- Element 15. Serial No./V.I.N.
- Element 16. Cylinders or C.C.
- Element 17. Purchase Price/List Price New

Element 18. (Text) Insurance Coverages

- Element 19. Automobile Number
- Element 20. (Text) Liability
- Element 21. Liability Limit
- Element 22. (Text) Bodily Injury
- Element 23. Bodily Injury Premium
- Element 24. Bodily Injury Premium for Occasional Driver
- Element 25. (Text) Property Damage
- Element 26. Property Damage Premium
- Element 27. Property Damage Premium for Occasional Driver
- Element 28. (Text) Accident Benefits (Basic Benefits)
- Element 29. Accident Benefits Limit - (Text) As stated in Section 4 of Policy
- Element 30. Accident Benefits Premium
- Element 31. Accident Benefits Premium for Occasional Driver
- Element 32. (Text) Optional Increased Accident Benefits
- Element 33. (Text) Income Replacement
- Element 34. Income Replacement Limit (Text) up to \$ per week
- Element 35. Income Replacement Premium

Element 36.	Income Replacement Premium for Occasional Driver
Element 37.	(Text) Caregiver & Dependant Care
Element 38.	Caregiver & Dependant Care Limit (Text) As stated in Section 4 of Policy
Element 39.	Caregiver & Dependant Care Premium
Element 40.	Caregiver & Dependant Care Premium for Occasional Driver
Element 41.	(Text) Medical, Rehabilitation & Attendant Care
Element 42.	Medical, Rehabilitation & Attendant Care Limit (Text) As stated in Section 4 of Policy
Element 43.	Medical, Rehabilitation & Attendant Care Premium
Element 44.	Medical, Rehabilitation & Attendant Care Premium for Occasional Driver
Element 45.	(Text) Death & Funeral
Element 46.	Death & Funeral Limit (Text) As stated in Section 4 of Policy
Element 47.	Death & Funeral Premium
Element 48.	Death & Funeral Premium for Occasional Driver
Element 49.	(Text) Indexation Benefit
Element 50.	Indexation Benefit Limit (Text) As stated in Section 4 of Policy
Element 51.	Indexation Benefit Premium
Element 52.	Indexation Benefit Premium for Occasional Driver
Element 53.	(Text) Uninsured Automobile
Element 54.	Uninsured Automobile Limit - (Text) As stated in Section 5 of Policy
Element 55.	Uninsured Automobile Premium
Element 56.	Uninsured Automobile Premium for Occasional Driver
Element 57.	(Text) Direct Compensation - Property Damage*
Element 58.	(Text) This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation - property damage.
Element 59.	Direct Compensation - Property Damage Deductible
Element 60.	Direct Compensation - Property Damage Premium
Element 61.	Direct Compensation - Property Damage Premium for Occasional Driver
Element 62.	(Text) Loss or Damage**
Element 63.	(Text) ** This policy contains a partial payment of loss clause.
Element 64.	(Text) A deductible applies for each claim except as stated in your policy.
Element 65.	(Text) Specified Perils (excluding Collision or Upset)
Element 66.	Specified Perils Deductible
Element 67.	Specified Perils Premium
Element 68.	Specified Perils Premium for Occasional Driver
Element 69.	(Text) Comprehensive (excluding Collision or Upset)
Element 70.	Comprehensive Deductible
Element 71.	Comprehensive Premium
Element 72.	Comprehensive Premium for Occasional Driver
Element 73.	(Text) Collision or Upset
Element 74.	Collision or Upset Deductible
Element 75.	Collision or Upset Premium
Element 76.	Collision or Upset Premium for Occasional Driver
Element 77.	(Text) All Perils
Element 78.	All Perils Deductible
Element 79.	All Perils Premium
Element 80.	All Perils Premium for Occasional Driver
Element 81.	(Text) Policy Change Forms
Element 82.	Name and Number of Policy Change Forms, including limit if applicable
Element 83.	Policy Change Premium
Element 84.	Premium Subtotals

- Element 85. Total Premium for Each Automobile
- Element 86. Total Policy Premium
- Element 87. Provincial Sales Tax
- Element 88. Total Policy Cost
- Element 89. Minimum Non-Refundable Premium

Element 90. (Text) Rating Information

- Element 91. Driver Number
- Element 92. Driver Name
- Element 93. Age
- Element 94. Marital or Same-Sex Partner Status
- Element 95. Years Licensed
- Element 96. Driver's Training
- Element 97. Assignment to Automobile -- Principal, Secondary, Occasional, Excluded
- Element 98. Convictions -- Serious, Major, Minor
- Element 99. Automobile Number
- Element 100. Chargeable Claims (Date and Type) -- BI, PD, AB, Coll/AP
- Element 101. Surcharges (Percentage and Description)
- Element 102. Discounts (Percentage and Description)
- Element 103. Kilometres Driven (Annually and To Work One-Way)
- Element 104. Gross Vehicle Weight (commercial vehicles only)
- Element 105. Class Description -- Class and Description
- Element 106. Driving Record --BI, PD, AB, DCPD, Coll/AP, Description
- Element 107. Vehicle Code
- Element 108. Rate Group
- Element 109. Rate Group - AB, DCPD, Coll/AP, Comp/SP
- Element 110. Rating Territory -- Territory Code and Description

Element 111. (Text) Lienholders (to whom loss may be jointly payable)

- Element 112. Lienholders (if applicable) name and address

Element 113. (Text) Method of Payment

- Element 114. Type of Payment Plan
- Element 115. Total Policy Premium
- Element 116. Provincial Sales Tax
- Element 117. Interest
- Element 118. Total Payable
- Element 119. Amount paid with application
- Element 120. Amount Still Due
- Element 121. Number of Remaining Instalments
- Element 122. Amount of Each Instalment
- Element 123. Instalment Due Date

Element 124. Remarks

- Element 125. (Text) This Certificate is proof of a contract of insurance between the Named Insured and the Insurer, subject in all respects to the Ontario Automobile Policy (OAP 1). In return for the premium charged and the statements contained in the application, the contract provides the coverage outlined in this Certificate. You only have a particular coverage for a specific automobile if this certificate shows a premium for it, or shows the coverage provided at no cost. All other terms of the policy remain the same unless stated otherwise in this Certificate.

- Element 126. (Text) Your Insurer will provide you with a copy of the Policy if you request it.
- Element 127. (Text) This Certificate is only valid if it is signed by an authorized representative of the Insurer.
- Element 128. (Text) This Certificate contains important information about your automobile insurance.
- Element 129. Authorized signature of Insurer.
- Element 130. Brief explanation of insurance coverages and warnings. (Note: the following is a text element and the warning boxes are bolded.)

This is a brief explanation of the insurance outlined in this Certificate.

Liability

Provides coverage for you or other insured persons if someone else is killed or injured or their property is damaged in an automobile accident. It will pay for legitimate claims against you or other insured persons up to the limit of your coverage, and the cost of settling claims.

Accident Benefits

Your insurance company is obligated to explain details of Accident Benefits coverage to you.

Provides benefits that you and other insured persons are entitled to receive if injured or killed in an automobile accident. These benefits include: income replacement for persons who have lost income; payments to non-earners who suffer complete inability to carry on a normal life; payment of care expenses to persons who cannot continue to act as a primary caregiver for a member of their household; payment of medical, rehabilitation and attendant care expenses; payment of certain other expenses; payment of funeral expenses and payments to survivors of a person who is killed. You may also purchase optional benefits to increase the basic level of benefits provided in the policy. The optional benefits your insurance company must offer are: increased income replacement; increased caregiver and dependant care; increased medical, rehabilitation and attendant care; increased death and funeral; and an indexation benefit.

Uninsured Automobile

Provides coverage if you or other insured persons are injured or killed by an uninsured motorist or by a hit-and-run driver. It covers damage to your automobile and its contents caused by an identified uninsured motorist, subject to deductible.

Direct Compensation - Property Damage

Provides coverage in Ontario, under certain conditions, for damage to your automobile and to property it is carrying, when another motorist is responsible. It is called Direct Compensation because you will collect from us, your insurance company, even though you are not at fault for the accident. There may be a deductible amount, and this amount is either paid by you toward the cost of repairs or is deducted from the loss settlement. Higher deductibles may reduce your premium.

Loss or Damage

Provides a selection of optional coverages for your own automobile. Payments cover direct and accidental loss of, or damage to, a described automobile and its equipment. There is usually a deductible amount indicated for each coverage and this amount is either paid by you toward the cost of repairs or is deducted from the loss settlement. Higher deductibles may reduce your premium. There are four types of coverages:

Specified Perils: Covers the described automobile against loss or damage caused by certain specific perils. They are: fire; theft or attempted theft; lightning; windstorm; hail or rising water; earthquake; explosion; riot or civil disturbance; falling or forced landing of aircraft or parts of aircraft; or the stranding; sinking; burning; derailment or collision of any kind of transport in; or upon which the described automobile is being transported.

Comprehensive: Covers a described automobile against loss or damage other than those covered by Collision or Upset, including perils listed under Specified Perils, falling or flying objects, missiles and vandalism.

Collision or Upset: Covers damage when a described automobile is involved in a collision with another object or tips over.

All Perils: Combines the Collision or Upset and Comprehensive coverages.

Warning: The *Insurance Act* provides that where (a) an 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 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 statutory accident benefits as are set out in the Statutory Accident Benefits Schedule, is invalid and the right of the Insured to recover indemnity is forfeited.

Warning - Offences

It is an offence under the *Insurance Act* to knowingly make a false or misleading statement or representation to an Insurer in connection with the person's entitlement to a benefit under a contract of insurance, or to wilfully fail to inform the Insurer of a material change in circumstances within 14 days, in connection with such entitlement. The offence is punishable on conviction by a maximum fine of \$100,000 for the first offence and a maximum fine of \$200,000 for any subsequent conviction.

It is an offence under the federal *Criminal Code* for anyone to knowingly make or use a false document with the intent it be acted on as genuine and the offence is punishable, on conviction, by a maximum of 10 years imprisonment.

It is an offence under the federal *Criminal Code* for anyone, by deceit, falsehood or other dishonest act, to defraud or to attempt to defraud an insurance company. The offence is punishable, on conviction, by a maximum of 10 years imprisonment for cases involving an amount over \$5,000 or otherwise a maximum of 2 years imprisonment.

Explanatory Notes on Data Elements for the Revised Certificate of Automobile Insurance

1. Text elements describing insurance coverages

The attached text elements must be printed with every certificate. The exact words and format must be used as provided.

2. Sample certificate versus designing your own certificate

The sample certificate specifies all the data elements in a format we recommend. If you wish to use the exact sample format as your certificate, no further approval is required by the Financial Services Commission of Ontario (FSCO); however, you must file a copy of the actual form showing your company name and an example of how the form would be completed, with FSCO's Automobile Insurance Division.

Designing a company certificate. If you wish to design your own certificate based on the data elements, you must:

- a. submit one copy of your certificate to FSCO's Automobile Insurance Division;
- b. submit another copy which includes an example of how the form would be completed. The information included on the certificate should be detailed enough that insured people can determine how they've been rated and be certain they haven't 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; and
- c. submit your certificate as soon as possible. We will only approve complete certificates. Certificates are approved under section 232(5) of the *Insurance Act*.

3. Data elements

As outlined in the data elements list, 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.

Data fields may be added or omitted; however, you must provide an explanation for adding or omitting data fields when you file for approval of your certificate. Please note that FSCO wishes to ensure the highest possible degree of uniformity across the marketplace. We appreciate that some companies may have difficulty in conforming exactly to the data elements. The onus is on companies to explain a deviation.

The purpose of the certificate is to give policyholders' precise information about what coverages they have purchased, and to show them what data was used to determine the premium they paid.

If the data elements are detailed enough to allow the policyholder to verify that the rating information is correct, then the certificate will serve its purpose. Companies may organize the data elements in different ways but should keep in mind the policyholder's ability to verify the correct rating information, based on the company's rating criteria (e.g., age, accident and conviction history, and vehicle description).

Remember, if certain fields don't apply to your risk classification system, you may omit them from the certificate, but you must provide an explanation when you file for approval.

4. Changes to the data elements

The following changes have been made to the data elements:

- a. Element 2, currently reads "Insurance Company/Insurer"; will now read "Insurer".
- b. Element 64, Text wording changed to "A deductible applies for each claim except as stated in your policy."
- c. Element 125, Named Insured and Insurer is capitalized.
- d. Element 130, Warning - Offences box has been added and is part of the text element. Please note that the warning boxes are bolded.