Commission des services financiers de l'Ontario

Services offerts dans différents secteurs de services financiers

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Bulletin

No. A-04/90

I.A.R.D.

- Auto

Ensemble complet d'avenants joints à la police F.P.O.1 (Police du propriétaire)

Vous trouverez ci-joint un ensemble complet d’avenants joints à la police F.P.O.1 (Police du propriétaire) et approuvés par le commissaire aux assurances.

Certains de ces avenants vous avaient déjà été communiqués le 21 juin 1990, mais ont été révisés ultérieurement pour aboutir à la version incluse à cet ensemble.

Les avenants qui ne vous avaient pas été envoyés jusqu’ici sont indiqués par un astérisque dans la liste jointe.

Le sous-commissaire,

Bernard Webber

Le 9 juillet 1990

Pièces jointes :

- Avenants (anglais seulement)
- Avenants No 21a (anglais seulement)
- F.A.O. 2 Conduite d'une autre automobile par la ou les personnes assurées (anglais seulement)
- F.A.O. 3 Conduite d'automobiles du gouvernement (anglais seulement)
- F.A.O. 4A Permission de transport d'explosifs (anglais seulement)
- F.A.O. 4B Permission de transport de matières radioactives (anglais seulement)
- F.A.O. 5 Permission de location d'automobiles et prolongation de la garantie pour les preneurs à bail désignés (anglais seulement)
- F.A.O. 5C Permission de location d'automobiles et prolongation de la garantie pour les preneurs à bail non désignés – location de courte durée seulement (anglais seulement)
- F.A.O. NO. 5D Couverture de conversion (automobiles louées) (anglais seulement)
- F.A.O. 6A Permission de transport de passagers contre rémunération (anglais seulement)
- F.A.O. 6B Autobus scolaires (anglais seulement)
- F.A.O. 6C Véhicules de voyageurs pour le transport public (anglais seulement)
- F.A.O. 6F Véhicules de voyageurs pour le transport public (anglais seulement)
- F.A.O. 7 Montants distincts (responsabilité civile) (anglais seulement)
- F.A.O. 8 Remboursement de dommages matériels (anglais seulement)
- F.A.O. 9 Exclusion de l'usage maritime (véhicules amphibies) (anglais seulement)
- F.A.O. 13C Couverture complète – Suppression de la protection contre le bris de glace (anglais seulement)
- F.A.O. 16 Entente de suspension de la couverture (anglais seulement)
- F.A.O. 17 Remise en vigueur de la couverture (anglais seulement)
- F.A.O. 19 Limite du montant (anglais seulement)
- F.A.O. 19A Automobile(s) de valeur (anglais seulement)
- F.A.O. 20 Privation de jouissance (anglais seulement)
- F.A.O. 21B Rapports mensuels - parcs (applicable aux véhicules immatriculés en Ontario) (anglais seulement)
- F.A.O. 22 Dommage aux biens des passagers (anglais seulement)
- F.A.O. 23A Hypothèque (anglais seulement)
- F.A.O. 23B Hypothèque (formulaire étendu) (anglais seulement)
- F.A.O. 24 Engin d'incendie (anglais seulement)

- F.A.O. 25A Altération (anglais seulement)
- F.A.O. 27 Responsabilité pour les dommages causés à une (des) automobile(s) dont les personnes assurées ne sont pas propriétaires (anglais seulement)
- F.A.O. 27A Responsabilité pour les dommages causés à une (des) automobile(s) dont les personnes assurées ne sont pas propriétaires et autres protections en cas de conduite d'une autre automobile (anglais seulement)
- F.A.O. 27B Responsabilité pour les dommages causés à une (des) automobile(s) dont la garde, la surveillance ou la charge vous a été confiée et dont vous n'êtes pas propriétaire (anglais seulement)
- F.A.O. 28 Restriction de la garantie pour les personnes désignées (anglais seulement)
- F.A.O. 28A Conducteur exclu (anglais seulement)
- F.A.O. 29 Garanties additionnelles pour les personnes désignées (anglais seulement)
- F.A.O. 30 Exclusion de l'utilisation de fixations (anglais seulement)
- F.A.O. 31 Matériel dont les personnes assurées ne sont pas propriétaires (anglais seulement)
- F.A.O. 32 Véhicules récréatifs (anglais seulement)
- F.A.O. 35 Dépenses liées aux services d'urgence (anglais seulement)
- F.A.O. 40 Franchise pour vol et incendie (anglais seulement)
- F.A.O. 43 Renonciation limitée à l'amortissement (anglais seulement)
- F.A.O. 43A Renonciation limitée à l'amortissement (anglais seulement)
- F.A.O. 44 Protection de la famille (anglais seulement)
- Montant payable par réclamant admissible (anglais seulement)

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Commission des services financiers de l'Ontario
5160, rue Yonge
Toronto, ON M2N 6L9
1 800 668-0128
416 250-7250

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ENDORSEMENTS

Attached to OPF 1

No.	2 *	Drive Other Automobiles Endorsement - Named Person(s)
	3 *	Drive Government Automobiles Endorsement
	4A *	Permission to Carry Explosives Endorsement
	4B *	Permission to Carry Radioactive Material Endorsement
	5 *	Permission to Rent or Lease Equipment (Specified Lessee)
	5C *	Permission to Rent or Lease Endorsement (Unspecified Lessees - short term leases only)
	5D *	Conversion Coverage Endorsement
	6A *	Permission to Carry Passengers for Compensation Endorsement
	6B *	School Bus Endorsement
	6C *	Public Passenger Vehicles Endorsement
	6D *	Driver Training School Endorsement
	6F *	Public Passenger Vehicles Endorsement
	7	Separate Limits Endorsement (Third Party Liability)
	8	Property Damage Reimbursement Endorsement (Part A only)
	9	Marine Use Excluded Endorsement (amphibious vehicles)
	13C	Comprehensive Cover - Deletion of Glass Endorsement
	16	Agreement for Suspension of Coverage Endorsement
	17	Reinstatement of Coverage Endorsement
	19	Limitation of Amount Endorsement
	19A	Valued Automobile(s) Endorsement
	20	Loss of Use Endorsement

No.	21A	Monthly Reporting Basis Fleet Endorsement (applicable to Ontario licenced vehicles)
	21B	Blanket Basis Fleet Endorsement (applicable to Ontario licenced vehicles)
	22	Damage to Property of Passengers Endorsement
	23A	Mortgage Endorsement
	23B	Mortgage Endorsement (broad form)
	24	Fire Apparatus Endorsement
	25A	Alteration Endorsement
	27	Liability for Damage to Non-Owned Automobiles Endorsement
	27A	Drive Other Automobiles and Liability for Damage to Non-Owned Automobiles - Named Person(s)
	27B*	Damage to Non-Owned Automobiles - Care, Custody or Control
	28 *	Reduction of Coverage as Respects Operations by Named Person(s) Endorsement
	28A	Excluded Driver Endorsement
	29 *	Additional Coverage as Respects Operation by Named Person(s) Endorsement
	30	Excluding Operation of Attached Machinery Endorsement
	31	Non-Owned Equipment Endorsement
	32	Recreational Vehicle Endorsement
	35	Emergency Service Expense Endorsement
	40	Fire and Theft Deductible Endorsement
	43	Limited Waiver of Depreciation Endorsement
	43A	Limited Waiver of Depreciation Endorsement (lessee protection)
	44	Family Protection Endorsement

O.E.F. 2
DRIVE OTHER AUTOMOBILES ENDORSEMENT
NAMED PERSON(S)

In consideration of a premium of $................................ or as stated in the Certificate of Insurance to which this endorsement is attached, it is agreed that the following is added to the paragraph "AUTOMOBILE DEFINED" of the General Provisions, Definitions and Exclusions of the Policy to which this endorsement is attached:

under Part A (Third Party Liability) and Part B (Accident Benefits) and Part D (Uninsured Automobile Coverage) only.

Any automobile of a gross vehicle weight of 4500 kg or less, other than the described automobile, while personally driven by any person named below, provided that

(i) such named person is not driving such other automobile in connection with the business of selling, repairing, maintaining, servicing, storing or parking automobiles;

(ii) such other automobile is not owned by or frequently used by either the insured or by such named person or by any person or persons residing in the same dwelling premises as either the insured or such nwned person;

(iii) such other automobile is not owned, hired or leased by an employer of the insured or of such named person or by an employer of any person or persons residing in the same dwelling premises as either the insured or such named person;

(iv) (iv) such other automobile is not used for carrying passengers for compensation or hire or for commercial delivery at the time of the loss.

	NAME	RELATIONSHIP TO INSURED
1.		
2.		
3.		
4.		

Except as other-wise provided in this endorsement all limits, terms, conditions, provisions, definitions and exclusions of the Policy shall have full force and effect.

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67012 (7/90)

O.E.F. 3

DRIVE GOVERNMENT AUTOMOBILES ENDORSEMENT

In consideration of the premium stated below or as stated in the Certificate of Insurance to which this endorsement is attached, the insurer agrees to indemnify the insured against the liability imposed by law upon the insured or assumed by him or her under any contract or agreement for loss or damage arising from the use, operation, care, custody or control of any automobile including its equipment, owned by the Government of Canada or by the government of any province or territory of Canada and resulting from bodily injury to or death of any person or damage to property, or from loss of or damage to such automobile.

The word "insured' as used in this endorsement shall include (a) his or her spouse and (b) any other person who with the consent of the named insured personally drives the automobile.

This endorsement provides insurance against one or more of the perils shown below, but only for insurance under the section (s) or subsection (s) for which a premium is shown below and subject to the terms and conditions of the Policy to which this endorsement is attached, and for the following specified limit(s) and amounts.

INSURING AGREEMENTS				LIMITS OR DEDUCTIBLE	PREMIUM
PART A - THIRD PARTY LIABILITY					
	Bodily Injury				
	Property Damage				
	Third Party Inclusive Limit				
PART B - ACCIDENT BENEFITS					
BASIC BENEFITS (Limits as shown in Part B of the Policy)					
Optional Benefits	Increased Funeral Expenses and Death				
	Increased Income Replacement	-plus	$150.00/week		
		-plus	$300.00/week		
		-plus	$450.00/week		
	Increased Primary Caregiver	-plus	$ 50.00/week		
Other Approved Options					
PART C - LOSS OF OR DAMAGE TO GOVERNMENT AUTOMOBILE					
Subsections	3.1.1 All Perils		A deductible applies on each claim, except for loss or damage caused by fire or by lightning or by theft of the entire automobile.	Ded.	
	3.1.2 Collision or Upset			Ded.	
	3.1.3 Comprehensive	Excluding Collision or Upset		Ded.	
	3.1.4 Specified Perils			Ded.	
PART D - UNINSURED AUTOMOBILE COVERAGE					
	Limits as specified in Part D of the Ontario Automobile Policy (O.P.F. 1)				
ONTARIO ENDORSEMENT FORMS (O.P.F. 1) No. and NAME					
			TOTAL PREMIUM		

Provided that

1. The perils for which indemnity is provided by the subsections of Part C shown above are the same perils as stated in subsections of section 3.1 of Part C of the Policy to which this endorsement is attached and are subject, where applicable, to the Additional Agreements of Insurer and Agreements of Insured under Part A of the Policy;
2. Not more than one such automobile owned by the Government of Canada or by the government of any province or territory of Canada shall be in the care, custody or control of the insured at any one time;
3. The insurer shall not be liable under any subsection of section 3.1 of Part C shown above for any amount in excess of $.................................. or the amount stated in the Certificate of Insurance to which this endorsement is attached for any one occurrence,

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from am. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67013 (7/90)

O.E.F. 4A

PERMISSION TO CARRY EXPLOSIVES ENDORSEMENT

In consideration of a premium of $............................ or as stated in the Certificate of Insurance to which this endorsement is attached, permission is given for the automobile to be used to carry the following described types of explosives and no other:

....

State type 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 limit(s) shown below.

LIMITS 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 any exclusion in Part C of this Policy by which the insurer shall not be liable for loss or damage so arising .... deleted.
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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

....

Signature of insured

67014 (7/90)

O.E.F. 4B

PERMISSION TO CARRY RADIOACNW MATERIAL ENDORSEMENT

In consideration of a premium of $............................ or as stated in the Certificate of Insurance to which this endorsement is attached, permission is hereby given for the automobile to be used to carry the following described types of radioactive material and no other:

....

State type of radioactive material

As respects that portion of the loss or damage arising directly or indirectly out of a nuclear energy hazard as defined in the Insurance Act, the insurer's limit of liability, under Part A of the Insuring Agreements of this Policy shall be the limit(s) shown below.

LIMITS 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 any exclusion in Part C of this Policy by which the insurer shall not be liable for loss or damage caused directly or indirectly by radioactive material .... deleted.
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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

....
Signature of insured

O.E.F. 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 Policy O.A.F. 1 (Owners Form) has been completed by the lessee as applicant, permission is given to the lessor for the automobile to be rented or leased to the lessee.

The insurer agrees to indemnity, 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:

I . exclusion 1.3.2 of Part A of the Policy to which this endorsement is attached is amended to read as follows:

for loss of 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;

2. with respect to the General Provisions, Definitions and Exclusions of this Policy, "Automobile Defed", 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, O.A.F. 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 tl)c application any fact required 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,

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67016 (7/90)

O.E.F. 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 to which this endorsement is attached, permission is given for the automobile to be rented or leased, provided any period of any such renting or leasing to anyone 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, to which this endorsement is attached is amended to read as follows:

for loss of 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

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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a. m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67018 (7/90)

O.E.F. NO. 5D

CONVERSION COVERAGE ENDORSEMENT

(rented or leased automobiles)

In consideration of a premium of $................................. or as stated in the Certificate of Insurance to which this endorsement is attached, it is agreed that while the automobile is rented or leased, exclusion 3.3(b) of Part C of the Policy to which this endorsement is attached is amended to read as follows:

resulting from the conversion, embezzlement or theft by any person in lawful possession of the automobile under a mortgage, conditional sale or other similar written agreement;

Each conversion, embezzlement or theft with respect to which indemnity is provided by this endorsement shall give rise to a separate claim in respect of which the insurer's liability shall be limited to the amount of loss or damage in excess of $................................. or as stated in the Certificate of Insurance to which this endorsement is attached, payable by the insured.

If more than one automobile is insured under this Policy, this endorsement shall apply only to the automobile(s) described asautomobile(s) number.............................. in the schedule of automobiles attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67019 (7/90)

O.E.F. 6A

PERMISSION TO CARRY PASSENGERS FOR COMPENSATION ENDORSEMENT

In consideration of a premium of $....................................... or as stated in the Certificate of Insurance to which this endorsement is attached, permission is given for the automobile to be used to carry passengers for compensation or hire in the business of or for the use described as follows:

....

If more than one automobile is insured under this Policy, this endorsement applies only to the automobile(s) described as automobile(s) number....................................... in the schedule of automobiles attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67020 (7/90)

O.E.F. 6B

SCHOOL BUS ENDORSEMENT

In consideration of a premium of $.. or as stated in the Certificate of Insurance to which this endorsement is attached, it is agreed that:

1. Despite section 5.12(c), permission is given for the automobile to be used to carry passengers for compensation or hire for school purposes only.

2. While the automobile is being used for school purposes the insurer's limits of liability shall be with respect to:

(i) loss or damage resulting from bodily injury to or death of any occupant of the automobile; and (ii) loss of or damage to passengcrs'property carried in or upon the automobile,

(a) $.................................. for loss or damage resulting from bodily injury to or death of any one such person and subject to such limit for any one such person injured or killed,
$.................................. for loss or damage resulting from bodily injury to or death of two or more such persons in any one accident, and
$.................................. loss or damage to passengers' property resulting from any one accident;
or

(b) $.................................. for bodily injury to or death of one or more such persons and loss of or damage to passengers' property in any one accident.

There limits shall apply instead of the limits stated in Item 4, Part A of the Certificate of Insurance and shall be in addition to the limit(s) applicable to loss resulting from bodily, injury to or death of any other person (s).

3. Despite sections 1.3.1 and 1.3.2 of Part A of this Policy, the insurer will indemnify the insured against the liability imposed by law upon the insured for loss of or damage to the property of passengers carried in or upon the automobile.

lf 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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67021 (7/90)

O.E.F. 6C

PUBLIC PASSENGER VEHICLES ENDORSEMENT

In consideration of a premium of $....................................... or as stated in the Certificate of Insurance to which this endorsement is attached, it is agreed that:

1. Despite section 5.12(c), permission is given for the automobile to be used to carry passengers for compensation or hire only.

2. While the automobile is being so used the insurer's limits of liability shall be with respect to:

   (i) loss or damage resulting from bodily injury to or death of any occupant of the automobile; and
   (ii) loss of or damage to property carried in or upon the automobile,

   (a) $..................................... for loss or damage resulting from bodily injury to or death of any one such person and subject to such limit for any one such person injured or killed,

   $..................................... for loss or damage resulting from bodily injury to or death of two or more such persons in any one accident, and

   $..................................... for loss or damage to property resulting from any one accident;

   or

   (b) $.................................... for bodily injury to or death of one or more such persons and loss of or damage to property in any one accident.

These limits shall apply instead of the limits stated in Item 4, Part A of the Certificate of Insurance and shall be in addition to the limit(s) applicable to loss resulting from bodily injury to or death of any other person(s).

3. Exclusions 1.3.1 and 1.3.2 of Part A of this Policy are replaced by the following:

   for loss of or damage to property which is owned or rented by any person insured bv this Part, except where section 230a of the *Insuraiice Act* (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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67022 (-I/90)

O.E.F. 7

SEPARATE LIMITS ENDORSEMENT

(Third Party Liability)

It is **agreed** that the insurer's limit of liability under Part A of the Policy to which this endorsement is attached shall be:

INSURING AGREEMENTS PART A THIRD PARTY LIABILITY	**LIMITS**
	$ FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ANY ONE PERSON, AND SUBJECT TO SUCH LIMIT FOR ANY ONE PERSON SO INJURED OR KILLED.
	$ FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF TWO OR MORE PERSONS IN ONE ACCIDENT, AND
	$ FOR LOSS OR DAMAGE TO PROPERTY RESULTING FROM ANY ONE ACCIDENT.

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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from am. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

....

Signature of insured

67025 (7/90)

O.E.F. 8

PROPERTY DAMAGE REIMBURSEMENT ENDORSEMENT

(Part A only)

In consideration of the premium, except where Section 230a of the *Insurance Act* (Direct Compensation - Property Damage) applies, the insured agrees to reimburse the insurer in the sum of $.................................... or the actual amount of the loss or damage, whichever is the lesser, in respect of loss of or damage to property arising out of each accident with respect to which indemnity is provided under Part A of this Policy.

It is agreed that upon the occurrence of an accident involving loss of or damage to property of others:

(a) irrespective of the amount of loss or damage, notice shall be given to the insurer in accordance with Statutory Condition 3 of this Policy;

(b) the insurer shall investigate such accidents and negotiate and pay resulting claims or judgements;

(c) the limit of the insured's liability for repayment shall be the amount stated above for each accident regardless of the number of claims arising from the accident.

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 attached to and forming part of this Policy or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from am. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

....
Signature of insured

67026 (7/90)

O.E.F. 9

MARINE USE EXCLUDED ENDORSEMENT

(amphibious vehicles)

Inconsideration of the premium, it is agreed that the insurer shall not be liable under the Policy to which this endorsement is attached for loss or damage occurring while the automobile is used in or upon water or while it is being launched or landed.

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 attached to and forming part of the Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D. from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

....

Signature of insured

67027 (7/90)

O.E.F. 13C

COMPREHENSIVE COVER - DELETION OF GLASS ENDORSEMENT

Inconsideration of the premium, it is agreed that the insurer shall not be liable under subsection 3.1.3 of Part C for loss or damage to glass unless such loss or damage is caused by fire, lightning, theft or attempted theft, windstorm, vandalism, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts of aircraft, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.

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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from am. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

....
Signature of insured

67034 (7/90)

O.E.F. 16

AGREEMENT FOR SUSPENSION OF COVERAGE ENDORSEMENT

In consideration of a return premium of $................................ or as stated in the Certificate of Insurance to which this endorsement is attached or as determined by the insurer at reinstatement, it is agreed that the automobile described in the Policy will be laid up and continuously withdrawn from use on the date stated below and that the insurance provided in the Policy by Insuring Agreements:

INSURING AGREEMENTS

PART A THIRD PARTY LIABILITY **PART B ACCIDENT BENEFITS** **PART D UNINSURED AUTOMOBILE COVERAGE**	With respect only to the use or operation of "The Described Automobile" and "A Newly Acquired Automobile" "A Temporary Substitute Automobile" as defined in the Policy.
PART C LOSS OF OR DAMAGE TO INSURED AUTOMOBILE SUBSECTION 3.1.1 ALL PERILS	With respect only to loss or damage caused by Collision or Upset of the automobile.
3.1.2 COLLISION OR UPSET	

is cancelled from Y M D 12:01 am. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

In no event, however, shall a refund be granted for any cancellation of less than (45) forty-five consecutive days.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from am. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached

....
Signature of insured

67041 (7/90)

O.E.F. 17

REINSTATEMENT OF COVERAGE ENDORSEMENT

In consideration of a premium of $............................ or a return premium of $............................ or as stated in the Certificate of insurance to which this endorsement is attached, it is agreed that the Insuring Agreements cancelled by O.E.F. 16 (Agreement for Suspension of Coverage Endorsement) are, from 12:01 am. local time of the effective date of the amendment specifying the addition of this endorsement, reinstated in full force and effect, but the insurer shall not be liable for any accident occurring prior to such date and subsequent to the. date of cancellation.

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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from am. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67043 (7/90)

O.E.F. 19

LIMITATION OF AMOUNT ENDORSEMENT

It is agreed that the insurer shall not be liable under Part C of the Policy to which this endorsement is attached for any amount in excess of the actual cash value at the time the loss or damage occurs or $.., whichever is less, subject to the deductible amount specified in the Certificate of Insurance.

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 attached to and forming part of this Policy, as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from am. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

....

Signature of insured

67047 (7/90)

O.E.F. 19A

VALUED AUTOMOBILE(S) ENDORSEMENT

1. Inconsideration of the premium(s) shown below or as stated in the Certificate of Insurance to which this endorsement is attached but only in respect to the subsection (s) of Part C of the Policy for which indemnity is provided, in the event of loss the insurer agrees that the automobfle(s) described below are valued at and insured for the amount shown below, or as stated in the Certificate of Insurance to which this endorsement is attached subject to the deductible amount specified in the Certificate of Insurance.

Auto No.	**Year**	**Trade Name (Make)**	**Serial No.**	**Value**

2. Where the loss involving an automobile specified in paragraph 1 is a partial loss only, the insurees liability is limited to the cost of repair but such cost shall not exceed the limit specified in paragraph 1 with respect to the automobile.

PART C		**PREMIUM**
Sub. Sec. 3.1.1	All Perils	
3.1.2	Collision or upset	
3.1.1	Compre-hensive	
3.1.4	Specified Perils	
	TOTAL	

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67048 (7/90)

O.E.F. 20

LOSS OF USE ENDORSEMENT

Inconsideration of the premium shown below oras stated in the Certificate of Insurance to which this endorsementis attached, in the event of loss of or damage to the automobile for which indemnity is provided to the insured by Part C of this Policy, the insurer agrees to reimburse the insured as the result of loss of use of the automobile for expense reasonably incurred for the rental of a substitute automobile, including taxicabs or public transportation.

Provided, that

1. The insurer shall not be liable for such expense in excess of $.................... per day nor totafling more than $...................... per occurrence;

2. Reimbursement is limited to such expense incurred commencing

   (a) at the time the loss or damage occurs if the automobile cannot be operated under its own power,
   (b) in the caw of theft of the entire automobile, at 12:01 am. the day following the report of such theft to the insurer or to the police;
   (c) in other cases, at the time the automobile is delivered for repair due to the loss or damage;

   and terminating regardless of the expiration of the Policy period, on
   (i) the date of completion of repairs or replacement of the property lost or damaged; or
   (ii) the date that the insurer tenders settlement.

3. The indemnity provided by the Policy for Loss of Use by Theft under section 3.7 of the Policy is replaced by this endorsement but the amounts stated in this endorsement shall not be less than those stated in section 3.7 of the Policy.

4. No indemnity is provided by this endorsement unless the loss of or damage to the automobile exceeds any applicable deductible amount specified in the Policy for such loss or damage.

PART C	**PREMIUM**
Sub. Sec. 3.1.1 All Perils	
3.1.2 Collision or upset	
3.1.1 Compre-hensive	
3.1.4 Specified Perils	
TOTAL	

If more than one automobile is insured under this Policy, to the automobiles described as automobile(s) number. .... in the schedule of automobiles attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D
from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67048 (7/90)

O.E.F. 21B

MONTHLY REPORTING BASIS FLEET ENDORSEMENT
(Applicable to Ontario licenced vehicles)

It is agreed that:

(a) The Policy shall provide Insurance with respect to all automobiles licenced or required to be licensed in Ontario which are

(i) owned by and licenced in the name of the insured,

ii) Leased from the following lessor(s) for a period inexcess of 30 days on which the insured as lesse is required to provide insurance under a written lease agreement.

Lessors' Name and Address

....

....

....

....

(iii) leased for a period in excess of 30 days under a written lease agreement from a lessor other than those listed above providing the name and address of such lessor is reported to the Insurer within 14 days following the date of delivery of the first such leased automobile to the insured.

(b) The Policy shall provide insurance for Third Party Liability, Accident Benefits and Uninsured Automobile Coverage, and for loss of or damage to insured automobiles but only when a deductible is opposite the type of description of automobiles listed in this endorsement.

Scope of Insurance Coverage

PART A - Third Party Liability	Limits as set out in Part A of the Policy			
PART B - Accident Benefits	Limits as set out in Part B of the Policy			
PART C - Loss of or Damage to Insured Automobiles				
TYPE OF USE OR DESCRIPTION OF AUTOMOBILES	Subsection 3.1.1 ALL PERILS DEDUCTIBLE	Subsection 3.1.2 COLLISION OR UPSET DEDUCTIBLE	Subsection 3.1.3 COMPREHENSIVE DEDUCTIBLE	Subsection 3.1.4 SPECIFIED PERILS DEDUCTIBLE
ANY TYPE OF USE OR DESCRIPTION OF AUTOMOBILES NOT LISTED.				
PART D - Uninsured Automobile Coverage - Limits as set out in Part D of the Policy.				
ENDORSEMENTS AS ATTACHED TO THE POLICY.				

(c) The Schedule of automobiles filed with the insurer includes all automobiles, as set out in (a) above, at the effective date of the Policy or renewal

NO COVERAGE IS PROVIDED BY THIS ENDORSEMENT ON ANY AUTOMOBILE OWNED OR LEASED BY THE INSURED PRIOR TO TH E EFFECTIVE DATE OF THE POLICY WHICH IS NOT INCLUDED ON THE SCHEDULE OF AUTOMOBILES FILED WITH THE INSURER UNTIL A REQUEST FOR COVERAGE HAS BEEN FILED THE INSIJRER

(d) The total premium stated in the Policy is an advance premium only and is due and payable at the effective date of the Policy.

(e) The advance premium is subject to adjustment at the end of the policy period when the insured shall deliver to the insurer a written statement with effective dates of all automobiles added to or deleted from the original schedule of automobiles during such policy period. At the end of the policy period, the insurer shall calculate the adjustment of the cairned premium for such automobiles on the basis indicated below.

☐ On a pro rata basis of the rates specified for each type of use or description of automobiles

☐ On a 50/50 basis charging or refunding 50% of the rate specified for the net increase or decrease for each type of use or description of automobiles

If the earned premium exceeds the advance premium stated in the Policy, the insured shall pay such an additional premium; if less, the insurer shall refund to the insured the return premium due.

If the coverage is provided on automobiles of a type or classification which are not listed on the schedule of automobiles attached to this policy or summarized in (f) below, the insurer's manual book rate, adjusted by the application of the experience credits or debits on which the Policy was written will apply.

(f) If a Schedule of Automobiles is not attached to the Policy the following is a summary of the automobiles referred to in (c) above on which basis the Policy is issued.

Summary of Automobiles and Premiums

Number of Units	Type of Use or Description of Automobile	Location	Unit Rate	Advance Premium

(g) The insurer shall have the right and opportunity whenever the insurer so desires, to examine the books and records of the insured as they relate to the premium basis or the subject matter of the Policy

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time in the Certificate of Insurance to which this endorsement is attached.

....

Signature of insured

67052 (7/90)

O.E.F. 22

DAMAGE TO PROPERTY OF PASSENGERS ENDORSEMENT

In consideration of a premium of $...................................... or as stated in the Certificate of Insurance to which this endorsement is attached, Part A of the Policy is extended to indemnify the insured for loss or damage, and in the same manner and to the same extent as if named as the insured, every other person who with the insured's consent personally drives the automobile, against the liability, imposed by law upon the insured, or upon such other person, resulting from accidental damage to the property of passengers while such property is being carried in or upon the automobile described in the Policy, provided that the insurer shall not be liable under this endorsement for any amount in excess of $...................................... for any one accident

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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67054 (7/90)

O.E.F. 23A

MORTGAGE ENDORSEMENT

It is agreed that, in the event that the automobile is not repaired or the lost or damaged parts are not replaced, loss under Part C of the Insuring Agreements of the Policy to which this endorsement is attached shall be payable jointly to the insured and lienholder or mortgagee

Lienholder or mortgagee

(the “lienholder”)..

Address..
or as stated in the Certificate in the Certificate of Insurance to which this endorsement is attached.

If the insurance provided by any subsection of section 3.1 of Part C of the lnsuring Agreements of the Policy is cancelled, the insurer hereby agrees to give fifteen days’ written notice of cancellation to the lienholder. Not withstanding anything contained in any Renewal Certificate issued subsequent to this date, the obligation to notify the lienholder or mortgagee shall not be effective after the expiry date specified in this endorsement.

Description of Autornobile Insured or as shown on the Certificate of Insurance				**Expiry Date of this Endorsement**
Automobile Number	**Model Year**	**Trade Name (Make)**	**Serial No.**	

X below indicates insurance provided under this Policy or as shown in the Certificate of Insurance to which this endorsement is attached.

All Perils ($... Deductible) ☐ ; Collision ($................................ Deductible) ☐ ;
Comprehensive ($................................ Deductible) ☐ ; Specified Perils ($...................... Deductible) ☐ ;

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67056 (7/90)

O.E.F. 23B

MORTGAGE ENDORSEMENT

(broad form)

In consideration of a premium of $........................ or as stated in the Certificate of Insurance to which this endorsement is

the event that the automobile is not repaired or the lost or damaged parts are not replaced, be payable to -

(the “lienholder”)..

to the extent of the lienholder’s interest

C shall not be invalidated by:

a breach of any statutory condition or the application of any exclusion in section 3.4 of Part C of the Policy;

any false statement or misrepresentation in the Application or any failure to disclose facts required to be stated therein; or

the commission of any fraud or the making of a false statement in respect of a claim under the Policy by the insured.

(a)

(b)

and to pay, on demand, any increased premium;

to notify the insured within fifteen days of
misrepresentation in the Application or any failure to disclose facts required to be stated which comes to the knowledge

If the insurance provided by any subsection of section 3.1 of Part C of the lnsuring Agreements of the Policy is cancelled,

withstanding anything contained in any Renewal Certificate issued subsequent to this date, the obligation to notify the lienholder

When ever the insurer pays the lienholder any amount for loss or damage to the automobile under the Policy and claims that it

collateral to the lien or mortgage debt to the extent of such payment or the insurer, at its option, may pay to the lienholder the

assignment and transfer of the lien or mortgage and all securities held as collateral to the lien or mortgage debt, but no such

Description of Autornobile Insured or as shown on the Certificate of Insurance				
Automobile Number	**Model Year**	**Trade Name (Make)**	**Serial No.**	

nsurance provided under this Policy or as shown in the Certificate of Insurance to which this endorsement is

All Perils ($... ☐ ; ☐

Comprehensive ($................................ ☐ ; ☐

Except as otherwise provided in this endorsement all limits, terms, conditions, provisions, definitions and exclusions of the

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67057 (7/90)

O.E.F. 24

FIRE APPARATUS ENDORSEMENT

It is agreed that the insurer shall not be liable under Part C of the Policy to which this endorsement is attached for loss or damage to firefighting, rescue or salvage equipment which has been removed from the automobile while the automobile is at the location of a fire.

Except as otherwise provided in this endorsement all limits, terms, conditions, provisions, de@tions and exclusions of the Policy shall have full force and effect.

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from am. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

....
Signature of insured

67059 (7/90)

O.E.F. 25A
ALTERATION ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR AUTOMOBILE INSURANCE POLICY. THE ENDORSEMENT IS ISSUED IN CONSIDERATION OF THE TOTAL ADDITIONAL OR PREMIUM STATED AND IS EFFECTIVE FROM THE DATE AND TIME SHOWN.

NAME AND ADDRESS OF INSURANCE COMPANY	
AGENT - BROKER	AGENCY NO.
NAME AND ADDRESS OF INSURED	

POLICY CHANGES MADE ARE MARKED X

- [ ] Name or address of insured
- [ ] Substitution of automobile (previous automobile auto. no.................... deleted)
- [ ] Automobile added to policy (auto. no..............................)
- [ ] Automobile deleted from policy (auto. no........................)
- [ ] Change in coverage or limits (auto. no.................)
- [ ] Deletion of coverage (auto. no............ Part no...............)
- [ ] Change in rating classification to....................................)
- [ ]

ENDORSEMENT EFFECTIVE DATE FROM	EFFECTIVE DATE	DATE OF EXPIRY	POLICY NUMBER
...... AM PM	Y M D	Y M D	

Auto. no.	YEAR	MAKE	SERIAL NUMBER (V.I..N.)
( )			

***12:OI A.M. LOCAL TIME** (AT THE INSURED'S POSTAL ADDRESS)

Auto. No.	Model or C.C.	Body Type	No. of Cyls.	Gross Vehicle Weight	Owned	Leased	Purchased Year	Purchased Month	Purchased New	Purchased Used	Purchase Price (Including options)	Commuting Distance One Way (km)

Auto. No.	Specify lienholder - Name	Address	Postal Code

Rating Information

Auto. No.	Class	Driving Record BI	Driving Record PD	Driving Record AB	Driving Record Coll/AP	Vehicle Code	Rate Group	Location	Territory

INSURING AGREEMENTS		LIMITS OR DEDUCTIBLE	RETURN PREMIUM	ADDITIONAL PREMIUM
	Bodily Injury			
	Property Damage			
	Third Party Inclusive			
PART B - ACCIDENT BENEFITS				
	BASIC BENEFITS (Limits as shown in Part B of the Policy)			
Optional Benefits	Increased Funeral Expenses and Death			
	Increased Income Replacement - plus $150.00 / week			
	- plus $300.00 / week			
	- plus $450.00 / week			
	Increased Primary Caregiver - plus $50.00 / week			
Other Approved Options				

PART C - LOSS OR DAMAGE TO INSURED AUTOMOBILE							
	All Perils	3.1.1		A deductible applies on each claim, except for loss or damage by fire or by lightning or by theft of the entire automobile.	Ded.		
	Collision or Upset	3.1.2			Ded.		
	Comprehensive	3.1.3	Excluding Collision Or Upset		Ded.		
	Specified Perils	3.1.4					
PART D - UNINSURED AUTOMOBILE COVERAGE							
Limits as specified in Part D of the Ontario Automobile Policy (O.P.F. 1)							
ONTARIO ENDORSEMENT FORMS (O.E.F.S) No. and Name							
TOTAL PREMIUM (RETURN/ADDITIONAL)							

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

Dated____ ________________________________ ________________________________

AUTHORIZED REPRESENTATIVE

SIGNATURE OF INSURED
(REQUIRED WHERE COVERAGE DELETED OR REDUCED)

67706-6 (7/90)

O.E.F. 27

LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES ENDORSEMENT

In consideration of a premium of $..................................... or as stated in the Certificate of Insurance to which this endorsement is attached, the insurer agrees to indemnify the insured and his other spouse against the liability imposed by law upon them or assumed under any agreement for loss or damage arising from the care, custody or control of any automobile including its equipment and resulting from loss or damage caused by a peril described below for which a premium is specified or as stated in the Certificate of Insurance.

Where the insured is a corporation, unincorporated association, partnership, sole proprietorship or other entity, the conditions applicable to the insured shall apply to an owner, partner or employee and his or her spouse for whose regular use a described automobile is provided by the insured and who is named below

NAME	RELATIONSHIP TO INSURED
1.	
2.	
3.	
4.	

INSURING AGREEMENTS		DEDUCTIBLE		PREMIUM
PART C - LOSS OF OR DAMAGE TO NON-OWNED AUTOMOBILE(S)				
Subsections	3.1.1 All Perils	$	A deductible applies on each claim, except for loss or damage caused by fire or by lightning or by theft of the entire automobile	
	3.1.2 Collision or Upset	$		
	3.1.3 Comprehensive (excluding collision or upset)	$		
	3.1.4 Specified Perils (excluding collision or upsets)	$		
			TOTAL PREMIUM	$

Provided that

1. The perils for which indemnity for loss of or damage to an automobile provided by this endorsement are described in Part C of the Policy to which this endorsement is attached;

2. The indemnity provided by this endorsement applies only to an automobile of a gross vehicle weight of 4,500 kg or less, or of the... type;

3. The insurer shall not be liable for loss or damage to any automobile which is owned or licensed in the name of any person insured by this endorsement or any person residing in the same dwelling premises as that person, or to an automobile which is owned or leased by the employer of these persons;

4. Where applicable to the coverage provided by this endorsement the Additional Agreements of Insurer under Part A of the Policy to which this endorsement is attached shall apply to this endorsement;

5. The insurer shall not be liable under this endorsement for any amount in excess of $ .... for any one occurrence,

6. Such automobile is being used with the consent of the owner or lessee.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67064 (7/90)

O.E.F. 27A

DRIVE OTHER AUTOMOBILES AND LIABILITY FOR DAMAGE T0 NON-OWNED AUTOMOBILES NAMED PERSON(S)

In consideration of a premium of $...................................... or as stated in the Certificate of Insurance to which this endorsement is attached, the insurer agrees to indemnify the insured and his other spouse against the liability imposed by law upon them or assumed under any agreement for loss or damage arising from the care, custody or control of any automobile including its equipment and resulting from loss or damage caused by a peril described below for which a premium is specified or as stated in the Certificate of Insurance.

Where the insured is a corporation, unincorporated association, partnership, sole proprietorship or other entity, the conditions applicable to the insured shall apply to an owner, partner or employee and his or her spouse for whose regular use a described automobile is provided by the insured and who is named below

	NAME	RELATIONSHIP TO INSURED
1.		
2.		
3.		
4.		

INSURING AGREEMENTS		DEDUCTIBLE		PREMIUM
PART C - LOSS OF OR DAMAGE TO NON-OWNED AUTOMOBILE(S)				
Subsections	3.1.1 All Perils	$	A deductible applies on each claim, except for loss or damage caused by fire or by lightning or by theft of the entire automobile	
	3.1.2 Collision or Upset	$		
	3.1.3 Comprehensive (excluding collision or upset)	$		
	3.1.4 Specified Perils (excluding collision or upsets)	$		
ONTARIO ENDORSEMENT FORMS (O.E.F.s) No. and Name :				
O.E.F. 2 (Drive Other Automobiles Named Persons)				
TOTAL PREMIUM				

Provided that

1. The perils for which indemnity for loss of or damage to an automobile provided by this endorsement are described in Part C of the Policy to which this endorsement is attached;

2. The indemnity provided by this endorsement applies only to an automobile of a gross vehicle weight of 4,500 kg or less, or of the .... type;

3. The insurer shall not be liable for loss or damage to any automobile which is owned or licensed in the name of any person insured by this endorsement or any person residing in the same dwelling premises as that person, or to an automobile which is owned or leased by the employer of these persons;

4. Where applicable to the coverage provided by this endorsement the Additional Agreements of Insurer under Part A of the Policy to which this endorsement is attached shall apply to this endorsement;

5. The insurer shall not be liable under this endorsement for any amount in excess of $ .... for any one occurrence,

6. Such automobile is being used with the consent of the owner or lessee.

In addition to the coverage provided by this endorsement, the insurer agrees that coverage under

O.E.F. 2 (Drive Other Automobiles - Named Persons) is provided to the persons named in this endorsement.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67065 (7/90)

O.E.F. 27B

DAMAGE TO NON-OWNED AUTOMOBILES - CARE, CUSTODY OR CONTROL

In consideration of a premium of $.................................. or as stated in the Certificate of Insurance to which this endorsement is attached, the insurer agrees to indemnify the insured against the liability imposed by law upon the insured.. liability assumed under
including/excluding
any written agreement for loss or damage arising from the care, custody or control of any automobile, including its equipment, and resulting from loss or damage caused by a peril described below for which a premium is specified.

The basis of premium charge is...
....
....

INSURING AGREEMENTS		DEDUCTIBLE		PREMIUM
PART C - LOSS OF OR DAMAGE TO NON-OWNED AUTOMOBILE(S)				
Subsections	3.1.1 All Perils	$	A deductible applies on each claim, except for loss or damage caused by fire or by lightning or by theft of the entire automobile.	
	3.1.2 Collision or Upset	$		
	3.1.3 Comprehensive	$		
	3.1.4 Specified Perils	$		
			TOTAL PREMIUM	**$**

Provided that:

1. The perils for which indemnity for loss of or damage to an automobile(s) as provided by this endorsement are described in Part C of the Policy to which this endorsement is attached;

2. The indemnify provided bv this endorsement shall be applicable only with respect to automobiles in the insured's care, custody or control in connection with the insured's business of..
....

3. The insurer shall not be liable for loss or damage to any automobile which is owned or licensed in the name of any person insured by this endorsement or any person residing in the same dwelling premises as that person.

4. The insurer shall not be liable under this endorsement for any amount in excess of $.. exclusive of interest and costs for any one occurrence;

5. The indemnity provided by this endorsement shall be applicable only as respects an automobile of the.. type (s);

6. Where applicable to the subject matter of this endorsement, the Additional Agreements of Insurer under Part A of the Policy to which this endorsement is attached, shall extend to indemnity provided herein.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67066 (7/90)

O.E.F. 28
REDUCTION OF COVERAGE
FOR NAMED PERSON(S) ENDORSEMENT

It is agreed that the limits, amounts, perils and deductible amounts specified in Parts A and C of the Certificate of Insurance are amended to read as stated below while .... is personally driving the automobile.

INSURING AGREEMENTS			**LIMITS**
PART A -THIRD PARTY LIABILITY			
	Bodily Injury		
	Property Damage		
	Third Party Inclusive Limit		
PART C - LOSS OF OR DAMAGE TO INSURED AUTOMOBILE			**DEDUCTIBLE**
Subsections	3.1.1 All Perils	A deductible applies on each claim, except for loss or damage caused by fire or by lightning or by theft of the entire automobile	
	3.1.2 Collision or Upset		

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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a. m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

....

Signature of insured

67067 (7/90)

O.E.F. 28A

EXCLUDED DRIVER ENDORSEMENT

BY SIGNING THIS FORM YOU WILL BE WITHOUT SOME INSURANCE FOR SOME ACCIDENIS

1. Except as provided under Pan B (Accident Benefits), it is agreed that all insurance provided by this Policy is eliminated while ....

(excluded driver)

drives the following automobile(s) including any temporary substitute automobile and any newly acquired automobile as deflned in the Policy.

Veh.	Model Year	Make	V.I.N.
1.			
2.			
3.			

2. **Acknowledgement of Excluded Driver**
I acknowledge that if I drive the above automobile(s), there is no coverage for (i) my liability for property damage and bodily injury caused to others, (ii) my liability for damage to the above automobile(s), and (iii) some Accident Benefits.

....

(excluded driver)

3. **Acknowledgement of Named Insured**

I Acknowledge that if .... drives the above
(excluded driver)
automobile(s), there is no coverage for (i) my liability for property damage and bodily injury caused to others, (ii) my liability for damage to the above automobile(s), and (iii) some Accident Benefits.

....

(named insured)

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from am. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67068 (7/90)

O.E.F. 29

ADDITIONAL COVERAGE

FOR NAMED PERSON(S) ENDORSEMENT

In consideration of the premium stated below, the Policy to which this endorsement is attached is extended to provide coverage(s) stated in this endorsement, but only under the Part(s) or subsection(s) for which a premium is specified in this endorsement and only while .... personally operates the automobile.

INSURING AGREEMENTS			LIMITS OR DEDUCTIBLE	PREMIUMS
PART A - THIRD PARTY LIABILITY				
	Bodily Injury			
	Property Damage			
	Third Party Inclusive limit			
PART C - LOSS OF OR DAMAGE TO INSURED AUTOMOBILE				
Subsections	3.1.1 All Perils	A deductible applies on each claim, except for loss or damage caused by fire or lightning or by theft of the entire automobile.	Ded	
	3.1.2 Collision or Upset		Ded.	
ONTARIO ENDORSEMENT FORMS (O.E.F.s) No. and Name:				
		TOTAL PREMIUM		

The amount of insurance provided by the Policy including this endorsement shall not exceed the limits and amounts specified above.

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 attached to and forming part of this Policy or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as

stated in the Certificate

O.E.F. 30

EXCLUDING OPERATION OF ATTACHED MACHINERY ENDORSEMENT

In consideration of the premium, it, is agreed that the insurer shall not be liable under Part A and B of the Policy to which this endorsement is attached for loss or damage arising from the ownership, use or operation of the following machinery or apparatus, including its equipment, mounted on or attached to the automobile, while at the site of the use or operation of the machinery or apparatus.

....

(Description of Machinery or Apparatus Excluded)

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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from am. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

....

Signature of insured

67071 (7/90)

O.E.F. 31

NON-OWNED EQUIPMENT ENDORSEMENT

It is agreed that with respect to apparatus, machinery or equipment owned by persons other than the insured which are normally attached to the automobile

(a) Part A of the Policy applies to their use or operation while in the care, custody or control of the insured; and

(b) If insurance is provided by this Policy under one or more of the subsections of Part C, the insurance under the subsections applies to such apparatus, machinery or equipment while in the care, custody or control of the insured but the insurer shall not be liable with respect to loss or damage for any amount in excess of the actual cash value at the time the loss or damage occurs in excess of the amount of $.................................. whichever is the lesser. Loss shall be payable jointly to the insured and to .... as their interests appear.

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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from am. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67073 (7/90)

O.E.F. 32

RECREATIONAL VEHICLE ENDORSEMENT

In this endorsement,

"recreational vehicle" includes an automobile of the type referred to as snowmobile, trail bike, midget automobile, motor scooter, minicycle, snow plane, motorized toboggan, moped, motor assisted vehicle, all terrain vehicle, dune buggy or similar automobile.

"public highway" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, designed and intended for, or used by, the general public for the passage of vehicles, including the untravelled portion, where and while the highway is maintained for use by automobiles other than recreational vehicles.

It is agreed that while the recreational vehicle is being operated off a public highway, the insurer waives compliance with Statutory Condition 2(l), which prohibits the insured from driving or permitting another person to drive or operate the automobile unless the insured or other person is authorized by law to drive or operate it.

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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67424 (7/90)

O.E.F. 35

EMERGENCY SERVICE EXPENSE ENDORSEMENT

In consideration of a premium of $....................................... or as stated in the Certificate of Insurance to which this endorsement is attached it is agreed that the insurer will reimburse the insured upon presentation of receipts and acceptable evidence of loss, for towing and emergency service expense caused by disablement of the automobile. It is understood that the amount of insurance does not exceed the sum of $50.00 in any one occurrence and does not include the cost of parts or supplies, gasoline, oil, batteries or tires.

lf 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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

Except as otherwise provided in this endorsernen4 all limits, terms, conditions, provisions, definitions and exclusions of the Policy shall have full force and effect.

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Cerfigcate of Insurance to which this endorsement is attached.

67080 (7/90)

O.E.F. 40

FIRE AND THEFT DEDUCTIBLE ENDORSEMENT

In consideration of the premium, it is agreed that the amount deductible under subsections 3.1.1, 3.1.3, and 3.1.4 of Part C of the Policy shall also apply on each separate claim for loss or damage caused by fire, or theft of the entire automobile.

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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from am. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

....
Signature of insured

67085 (7/90)

O.E.F. 43

LIMITED WAIVER OF DEPRECIATION ENDORSEMENT

In consideration of a premium of $............................. or as stated in the Certificate of Insurance to which this endorsement is attached, in the event that loss of or damage to the leased automobile for which indemnity is provided under Part C of this Policy exceeds the deductible amount specified in the Policy, the insurer agrees to waive its right under Statutory Condition 4(5) by which its liability is limited to the actual cash value of the leased automobile at the time of loss or damage with proper deduction for depreciation.

PROVIDED:

(a) the insured is the original purchaser of the automobile;

(b) the loss or damage occurs within............................... months of the date on which the automobile was first delivered to the insured and the automobile was new at the time of delivery.

(c) this endorsement will not apply with respect to:

(i) tires and batteries; or

(ii) betterment resulting from the necessary repair or replacement of parts having prior unrepaired damage;

(d) the insurer shall in no event be liable for more than the actual purchase price of the automobile and its equipment to the insured manufacturer's suggested list price at the original date of purchase of the automobile and its equipment, whichever is the lesser amount

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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67089 (7/90)

O.E.F. 43A

LIMITED WAIVER OF DEPRECIATION ENDORSEMENT

(specified lessee)

In consideration of a premium of $............................. or as stated in the Certificate of Insurance to which this endorsement is attached, in the event that loss of or damage to the leased automobile for which indemnity is provided under Part C of this Policy exceeds the deductible amount specified in the Policy, the insurer agrees, with respect to the lessee only, to waive its right under Statutory Condition 4(5) by which its liability is limited to the actual cash value of the leased automobile at the time of loss or damage with proper deduction for depreciation.

PROVIDED:

(a) O.E.F. 5 (Permission to Rent or Lease Endorsement) is attached to the Policy;

(b) the specified lessee is the first lessee of the automobile and the automobile was new at the time of delivery to the lessee;

(c) the loss or damage occurs within................................ months of the date on which the leased automobile was first delivered to the lessee;

(d) this endorsement will not apply with respect to:

(i) tires and batteries; or

(ii) betterment resulting from the necessary repair or replacement of parts having prior unrepaired damage;

(e) the insurer shall in no event be liable for more than the value of the automobile and its equipment as stated in the Leasing Agreement of the specified lessee or the manufacturer's suggested list price at the original date of purchase of the automobile and its equipment, whichever is the lesser amount.

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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from a.m. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is attached.

67088 (7/90)

O.E.F. 44

FAMILY PROTECTION ENDORSEMENT

DEFINITIONS

1. Subject to section 2, in this endorsement,

1.1 "automobile" means a vehicle for which motor vehicle liability insurance would be required if were subject to the law of Ontario.

1.2 "dependent relative" means

(a) a person who is principally dependent for financial support upon the named insured or his or her spouse, and who is

(i) under the age of 18 years;

(ii) 18 years or over and is mentally or physically incapacitated

(iii) 18 years or over and in full-time attendance at school, college, or university.

(b) a relative of the named insured or of his or her spouse, who is principally by dependent on the named insured or his or her spouse for financial support;

(c) a relative of the named insured or of his or her spouse, who resides in the same dwelling premises as the named insured; and

(d) a relative of the named insured or of his or her spouse while an occupant of the described automobile, a newly acquired automobile, or a temporary substitute, as defined in the Policy.

BUT subsections 1.2(c) and 1.2(d) apply only when the person injured or killed is not an insured person as defined in the family protection coverage of any other policy of insurance or does not own or lease for more than 30 days an automobile which is licensed in any jurisdiction of Canada where family protection coverage is available.

1.3 "eligible claimant" means

(a) the person who sustains bodily injury; and

(b) any other person who, in the jurisdiction in which an accident occurs, is entitled to maintain an action against the inadequately insured motorist for damages because of bodily injury to or death of an insured person.

1.4 "family protection coverage" means the insurance provided by this endorsement and any similar indemnity provided under any other contract of insurance.

1.5 "inadequately insured motorist" means

(a) the identified owner or identified driver of an automobile for which the total motor vehicle liability insurance or bonds, ash deposits or other financial guarantees as required by law in lieu of insurance, obtained by the owner or driver is less than the limit of family protection coverage; or

(b) the identified owner or identified driver of an uninsured automobile as defined in Part D of the Policy;

PROVIDED THAT

(A) where an eligible claimant is entitled to recover damages from an inadequately insured motorist and the owner or operator of any other automobile, for the purposes of

(i) (a) above, and

(ii) determining the limit of coverage under section 4 of this endorsement,

the limit of motor vehicle liability insurance shall be deemed to be the aggregate of all limits of motor vehicle liability insurance and all bonds, cash deposits, or other financial guarantees required by law in lieu of such insurance, for all of the automobiles; and

(B) where an eligible claimant is entitled to recover damages from the identified owner or identified driver of an uninsured automobile as defined in the Policy for the purpose of

(i) (a) and (b) above; and

(ii) determining the limit of coverage under section 4 of this endorsement;

Other uninsured automobile coverage available to the eligible shall be taken into account as if it were motor vehicle liability insurance with the same limits as the uninsured automobile coverage.

1.6 "insured person" means

(a) the named insured and his or her spouse and any dependent relative of either, while

(i) an occupant of the described automobile, a newly acquired automobile or a substitute automobile as defined in the Policy.

(ii) an occupant of any other automobile except where the person leases the other automobile for a period in excess of 3O days or own the other automobile, unless family protection coverage is in force in respect of the other automobile; or

(ii) not an occupant of an automobile who is struck by an automobile; and

(b) if the named insured is a corporation, an unincorporated association, partnership, sole proprietorship or other entity, any officer, employee or partner of the named insured for whose regular use the described automobile is provided and his or her spouse and any dependents relative of either, while

(i) an occupant of the described automobile, a newly automobile or a temporary substitute as defined in the Policy

(ii) an occupant of an automobile other than

(a) the automobile referred to in (i) above;

(b) an automobile leased by the named insured for a period in excess of 30 days; or

(c) an automobile owned by the named insured

PROVIDED family protection coverage is in force in respect of the other automobile, or

(iii) not an occupant of an automobile, who is struck by an automobile;

EXCEPT THAT

where the Policy has been endorsed to grant permission to rent or lease the described automobile for a period in excess of 30 days, any reference to the named insured shall be construed as a reference to the lessee specified in that endorsement.

1.7 "limit of family protection coverage means the amount in the of Certificate of Insurance with respect to this endorsement, but if no amount is set out in the Certificate, the limit set out in Part A (Third Party Liability) of the Certificate with respect to the automobile to which this endorsement applies is the limit of the family protection coverage.

1.8 "limit of motor vehicle liability insurance" means the amount stated in the Certificate of Insurance as the limit of liability of the insurer the with respect to liability claims, regardless of whether that limit is reduced by the payment of claims or otherwise;

PROVIDED THAT in the event that an insurer's liability under a policy is reduced by operation of law to the statutory minimum limits in a jurisdiction because of a breech of the Policy, the statutory minimum limits are the limits of motor vehicle liability insurance in the Policy.

1.9 "Policy" means the Policy to which this endorsement is attached.

1.10 "Spouse" means either a man or a woman who

(a) are married to each other;

(b) have together in good faith entered marriage; or

(c) are not married to each other and have cohabited continuously for a period of not less than 3 years, or have cohabited in a relationship of some permanence if they are the natural or adoptive parents of a child.

1.11 "uninsured automobile" means an automobile with respect to which neither the owner nor driver thereof has applicable and collectible bodily injury liability and property damage liability insurance for its ownership, use or operation but it does not include an automobile owned by or registered in the name of the insured or his or her spouse.

2. The definitions in section 1 apply as of the time of the happening for which indemnity is provided under this endorsement.

INSURING AGREEMENT

3. In consideration of a premium of $.. or as stated in the Certificate of Insurance to which this endorsement is attached, the insurance shall indemnify an eligible claimant for the amount that he or she is legally entitled to recover from an inadequately insured motorist as compensatory damages in respect of bodily injury or death of an insured person arising directly or indirectly from the use or operation of an automobile.

LIMIT OF COVERAGE UNDER THIS ENDORSEMENT

4. The insurer's maximum liability under this endorsement, regardless of the number of eligible claimants or insured persons injured or killed or the number of automobiles insured under the Policy, is the amount by which the limit of family protection coverage exceeds the total of all limits of motor vehicle liability insurance, or bonds, or cash deposits, or other financial guarantees as required by law in lieu of such insurance, of the Inadequately insured motorist and of any person jointly liable with that motorist.

5. Where this endorsement applies as excess, the insurer's maximum liability under this endorsement is the amount calculated under section 4, less the amounts available to eligible claimants under any first loss insurance referred to in section 18 of this endorsement.

AMOUNT PAYABLE PER ELIGIBLE CLAIMANT

6. The amount payable to an eligible claimant under this endorsement shall be calculated by determining the amount of damages the eligible claimant is legally entitled to recover from the inadequately insured motorist, and deducing from that amount the aggregate of the amounts referred to in section 7, but in no event shall the insurer be obliged to pay an amount in excess of the limit of coverage as determined under section 4 and 5 of this endorsement.
7. The amount payable under this endorsement to an eligible claimant is excess to an amount received by the eligible claimant from any source, other than money payable on death under a policy of insurance, and is excess to amounts that were available to the eligible claimant from
   (b) the insurer's of the inadequately insured motorist for the damages sustained by an injured person;
   (c) the Régie de l'assurance automobile du Québec;
   (d) an unsatisfied judgement fund or similar plan, or which would have been payable by such fund or plan had this endorsement not been effect;
   (e) the uninsured automobile coverage of a motor vehicle liability policy;
   (f) an automobile accident benefits plan applicable in the jurisdiction in which the accident occurred;
   (g) a law or policy of insurance providing disability benefits or loss of income benefits or medical expense or rehabilitation benefits;
   (h) any applicable Workers' Compensation Act or similar law of the jurisdiction in which the accident occurred;
   (i) the family protection coverage of another motor vehicle liability policy.
8. If the insurer is presented with claims by more than one eligible claimant and the total amount payable to the eligible claimants exceeds the limit of the insurer's liability under section 4 and 5 of this endorsement, the insurer shall pay to each eligible claimant a pro rata portion of the amount otherwise payable to each eligible claimant; and if payments are made to the eligible to prior to the receipt of actual notice of any additional claim, the limits in section 4 and 5 shall be the amount calculated under those sections the amounts paid to the prior eligible claimants.

DETERMINATION OF THE AMOUNT RECOVERABLE

9. The amount that an eligible claimant is entitled to recover shall be determined in accordance with the procedures set forth for determination of the issues of quantum and liability under Part D (Uninsured Automobile Coverage) of the Policy.
10. In determining the amount that an eligible claimant is entitled to recover from the inadequately insured motorist, issues of quantum shall be decided in accordance with the law of Ontario and issues of liability shall be decided in accordance with the law of the place where the accident occurred.
11. In determining any amounts that an eligible claimant is entitled to recover, no amount shall be included with respect to prejudgement interest which accumulated prior to notice as required by section 15.
12. In determining any amounts that an eligible claimant is entitled to recover, no amount shall be included with respect to punitive, exemplary, aggravated or other damages awarded in whole or in part because of the conduct of the inadequately insured motorist or the person jointly liable with him or her, unless these damage are for the purpose of compensating the eligible claimant for losses actually incurred.
13. In determining any amounts an eligible claimant is entitled to recover from an inadequately insured motorist, no amount shall be included with respect to costs.
14. For the purposes of this endorsement, the findings of a court with respect to issues of quantum or liability are not binding on the insurer unless the insurer was provided with a reasonable opportunity to participate in those proceeding as a party.

PROCEDURES

15. The following requirements are conditions precedent to the liability of the insurer to an eligible claimant under this endorsement:

(a) the eligible claimant shall promptly give written notice, with all available particulars, of any accident involving injury to or death of to an insured person and of any claim made on account of the accident;

(b) the eligible claimant shall, upon request, provide details of any policies of insurance other than life insurance to which the eligible claimant may have recourse;

(c) the eligible claimant and the insured person shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative, all relevant documents in their possession or control and shall permit extracts and copies of them to be made.

16. Where an eligible claimant commences a legal action for damages for bodily injury or death against any other person owning or operating an automobile involved in the accident, a copy of the initiating process shall be delivered or sent by registered mail immediately to the chief agent or head office of the insurer in Ontario together with particulars of the insurance and loss.

17. Every action or proceeding against the insurer for recovery under this endorsement shall be commenced within12 months of the date that the eligible claimant or his or her representative knew or ought to have known that the quantum of claims with respect to an insured person exceeded the minimum limits for motor vehicle liability insurance in the jurisdiction in which the accident occurred, but this requirement is not a bar to action which is commenced withing 2 years of the date of the accident.

MULTIPLE COVERAGES

18. The following rules apply where an eligible claimant is entitled to payment under family protection coverage under more than one policy:

(a) (i) if he or she is an occupant of an automobile, such insurance on the automobile in which the eligible claimant is an occupant is first loss insurance and any such insurance is excess;

(ii) if he or she is not an occupant of an automobile, such insurance in any policy in the name of the eligible claimant is first loss insurance and any other such insurance is excess.

(b) all applicable first loss family protection coverage shall be apportioned on a pro rata basis, but in no event shall the aggregate payment under all such insurances exceed the highest limit of coverage provided by any one of such first loss insurances,

(c) the applicable first loss insurance shall be exhausted before recourse is made to excess insurances,

(d) all applicable excess family protection coverage shall be similarly apportioned on a pro rata basis, but in no event shall the aggregate payment under all such insurances exceed the highest limit of coverage as defined in section 5, which is provided by any one of such excess insurances.

ACCIDENTS IN THE PROVINCE OF QUEBEC

19. This endorsement does not apply to an accident occurring in the Province of Quebec for which compensation is payable under the *Automobile Insurance Act* (Quebec) or under an agreement referred to in that Act.

SUBROGATION

20. Where a claim is made under this endorsement, the insurer is subrogated to the rights of the eligible claimant by whom a claim is made, and may maintain an action in the name of that person against the inadequately insured motorist and the persons referred to in section 7.

ASSIGNMENT OF RIGHTS OF ACTION

21. Where a payment is made under this endorsement, the insurer is entitled to receive from the eligible claimant an assignment of all rights of action whether judgement is obtained or not, and

the eligible claimant undertakes to cooperate with the insurer, except in a pecuniary way, in the pursuit of any subrogated action or any right of action so assigned.

MISCELLANEOUS

22. 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 attached to and forming part of this Policy, or as stated in the Certificate of Insurance to which this endorsement is attached.
If O.E.F. 44 is designated with respect to more than one automobile, coverages shall be construed as if provided by separate parties with respect, to each automobile to which this endorsement applies, subject to the provisions of section 18.

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

Attached to and forming part of Policy No.

Issued to

This endorsement shall be effective from Y M D from am. p.m. local time or as stated in the Certificate of Insurance to which this endorsement is aftached.

67090 (7/90)