Ontario Automobile Policy

(OAP 1) Owner's Policy

Approved by the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario for use as the standard Owner's Policy on or after July 1, 2026

About This Policy

This is your automobile insurance policy. It is written in easy to understand language. Please read it carefully so you know your rights and obligations and the rights and obligations of your insurance company.

Here is a summary of each Section of the policy. For details of each coverage and the conditions that apply, consult the appropriate Sections of the policy.

Section 1 - Introduction contains information that applies to the entire policy. In order to understand what is covered and what is not covered by each coverage, you should read Sections 1 and 2 and the *entire* Section of the policy that deals with the specific coverage.

Section 2 - What Automobiles Are Covered explains what coverages are available to a described automobile and to other types of automobiles (for example, newly acquired or temporary substitute automobiles) when you have a specific coverage for a described automobile.

Section 3 - Liability Coverage describes what we will cover if someone is killed or injured in an accident, or their property is damaged, when you or other insured persons are at fault in the accident.

Section 4 - Accident Benefits Coverage outlines benefits available if you are injured in an accident, regardless of who caused the accident.

Section 5 - Uninsured Automobile Coverage describes what we will cover if someone is injured or killed by an uninsured motorist or by a hit-and-run driver.

Section 6 - Direct Compensation - Property Damage Coverage describes what we will cover if there is damage to your automobile in an accident that is not entirely your fault unless you elect not to recover damages under this coverage, and you make this election by providing written confirmation to your Insurer.

Section 7 - Loss or Damage Coverages describes optional coverage against loss of, or damage to, your automobile caused by collision, fire, theft and a variety of other unpredictable risks.

Section 8 - Statutory Conditions lists the conditions required by the Insurance Act for all automobile insurance policies in Ontario. For convenience, the conditions have been included in each Section of the policy where they apply. If there is a discrepancy between the Statutory Conditions and the wording in the policy, the Statutory Conditions in Section 8 prevail.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of the insurance company's insurance business in Canada.

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What Insurance is Required by Law

If you own an automobile that is operated on a highway in Ontario, certain insurance coverages are required by law. You may also choose to buy additional insurance to extend these coverages to protect against other risks. The chart below is **only a general summary** to give you an idea of the insurance coverages available to you. For details of each coverage and the conditions that apply, you should consult the appropriate sections of the policy. If there is a difference between the information in this chart and the appropriate section of the policy, the section of the policy prevails.

You only have a specific coverage if your Certificate of Automobile Insurance shows a premium for it or it is provided at no cost. If you have insured more than one automobile, a premium must be shown for each automobile.

Insurance Required by Law		
Type of Coverage	**What the Coverage Does**	**Policy Section**
Liability	Protects you if someone else is killed or injured or their property is damaged. It will pay for legitimate claims against you up to the limit of your coverage, and will pay the costs of settling the claims.	**Section 3, Page 18**
Accident Benefits	Provides medical, rehabilitation and attendant care benefits if you are injured in an automobile accident, regardless of who caused the accident.	**Section 4, Page 24**
Uninsured Automobile	Protects you if you are injured or killed by an uninsured motorist or by a hit-and-run driver. Covers damage to your automobile caused by an identified uninsured motorist.	**Section 5, Page 28**
Direct Compensation -Property Damage	Under certain conditions, covers you in Ontario for damage to your automobile and to property it is carrying when another motorist is responsible. **Option to elect not to recover**: You may elect not to recover damages under Direct Compensation – Property Damage coverage.	**Section 6, Page 36**

Optional Insurance		
Type of Coverage	**What the Coverage Does**	**Policy Section**
Increased Liability	You may buy coverage beyond the minimum required by law.	
Loss or Damage to Your Automobile	You may buy coverage to protect you against loss of, or damage to, your automobile caused by collision, fire, theft and a variety of other unpredictable risks.	**Section 7, Page 41**
Other Optional Coverages	You may buy additional coverages in a number of other areas, including, • supplementary medical care, rehabilitation and attendant care benefits; • a tax-free income benefit for wage earners or self-employed; • an allowance to those who have no income from employment; • an allowance when a caregiver is injured; and • funeral expenses and death benefits when a person dies in an accident. Your agent or broker can explain.	

Section 1

Introduction

1.1 This Policy is Part of a Contract

This policy is part of a contract between you and us. The contract includes three documents:

- a completed and signed Application for Automobile Insurance,
- a Certificate of Automobile Insurance, and
- this policy.

Under the contract, we agree to provide you with the insurance that is summarized on your Certificate of Automobile Insurance, and for which you have agreed to pay a premium.

> You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.

1.2 Where You Are Covered

This policy covers you and other insured persons for incidents occurring in Canada, the United States of America and any other jurisdiction designated in the Statutory Accident Benefits Schedule, and on a vessel travelling between ports of those countries. All of the dollar limits described in this policy are in Canadian funds.

1.3 Definitions

Automobile

In this policy, **motorized snow vehicle** is included in the definition of **automobile**. Regulations may include, or exclude, certain other types or classes of vehicles as automobiles.

In this policy, there is a difference between **a described automobile** and the **automobile**. When we refer to an automobile as described, we mean any automobile specifically shown on the Certificate of Automobile Insurance.

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When we refer to the **automobile**, we mean:

- a described automobile,
- a newly acquired automobile,
- a temporary substitute automobile,
- other automobiles driven by you, or driven by your spouse who lives with you, or
- trailers, in certain circumstances.

These types of automobiles are described more fully in Section 2.

Certificate of Automobile Insurance

A **Certificate of Automobile Insurance** is a written document summarizing your insurance coverage. It shows your name and/or organization, and the described automobile or automobiles. It lists the coverages purchased, premiums charged, and the period during which the insurance is in effect.

Covered/Coverage

When we talk of someone or something being **covered**, we mean that they are protected by insurance. When we speak of **coverage**, we are describing what types of protection they have and how much for each type.

Direct Loss or Damage

Direct loss or damage refers to damage or loss caused directly by a peril. This is different than an indirect loss. For example, damage to an automobile resulting from a collision is a direct loss. Loss of the use of an automobile while it is being repaired is an indirect loss.

Excluded Driver

An **excluded driver** is someone specifically not covered by this policy when driving the described, temporary substitute or newly acquired automobile(s). The only exception is coverage for those **Accident Benefits** the law requires to be paid to anyone injured in an automobile accident in Ontario.

Named Insured

The **named insured** is the person or organization to whom the Certificate of Automobile Insurance is issued.

Occupant

In this policy, an **occupant** is a person, including the driver, in or on an automobile, or getting into, on, out of, or off an automobile.

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Proof of Loss Form

A **proof of loss** form records the formal statement concerning a loss for which a claim is submitted. It provides us with all the information we need to determine whether the claim is reasonable and the extent of our liability.

Spouse

Spouse means either of two persons who:

- are married to each other;
- have together entered into a marriage that is voidable or void, in good faith on the part of the person making a claim under this policy; or
- have lived together in a conjugal relationship outside marriage,
    - continuously for a period of not less than three years, or
    - in a relationship of some permanence, if they are the natural or adoptive parents of a child.

We and You

Throughout this policy the words **you** and **your** refer to the person or organization shown on the Certificate of Automobile Insurance as the named insured.

Other people may also be covered under certain conditions. We call both them and you **insured persons**.

We, **our** and **us** mean the company providing the insurance.

1.4 Your Responsibilities

If you fail to meet your responsibilities, claims under this policy, with the exception of certain Accident Benefits, may be denied.

By accepting this contract you agree to the following conditions.

1.4.1 You agree to notify us promptly in writing of any significant change of which you are aware in your status as a driver, owner or lessee of a described automobile. You also agree to let us know of any change that might increase the risk of an incident or affect our willingness to insure you at current rates.

You must promptly tell us of any change in information supplied in your original application for insurance, such as additional drivers, or a change in the way a described automobile is used.

1.4.2 You agree to inform us of any sale or transfer of your interest in a described automobile except through change of title by succession, death or proceedings under the Bankruptcy and Insolvency Act (Canada).

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1.4.3 If you have purchased optional **Loss or Damage** Coverages, you agree to inform us of any new lien (an interest by others), mortgage or loan that affects a described automobile, as well as any other insurance against loss or damage.

1.4.4 When you are involved in an auto accident involving injury or property damage, you need to report it to your insurance agent, broker, or insurance company within seven days, regardless of who is at fault. If you are unable to report the accident within seven days, report it as soon as possible after that.

1.4.5 You agree not to drive or operate the automobile, or allow anyone else to drive or operate the automobile, when not authorized by law.

1.4.6 You agree not to use or allow anyone to use the automobile in a race or speed test or for any illegal trade or transportation.

1.4.7 You agree to permit us to inspect the automobile and its equipment at all reasonable times.

1.5 Where to Make A Claim and Who May Make It

Warning – Offences

It is an offence under the Insurance Act to knowingly make a false or misleading statement or representation to an insurer in connection with the person's entitlement to a benefit under a contract of insurance, or to wilfully fail to inform the insurer of a material change in circumstances within 14 days, in connection with such entitlement. The offence is punishable on conviction by a maximum fine of $250,000 for the first offence and a maximum fine of $500,000 for any subsequent conviction.

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

It is an offence under the federal Criminal Code for anyone, by deceit, falsehood, or other dishonest act, to defraud or to attempt to defraud an insurance company. The offence is punishable, on conviction, by a maximum of 14 years imprisonment for cases involving an amount over $5,000 or otherwise a maximum of 2 years imprisonment.

You or other insured persons must notify us of a claim and provide proof of the claim. This may be done in person or by registered mail addressed to our chief agent or head office in Ontario.

If you or other insured persons are unable to notify us or complete any required document for good reason, someone may act on your behalf.

If you or other insured persons refuse, or are unable, to complete any required document, anyone to whom any part of the insurance money is payable may do so instead.

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1.6 Our Rights and Responsibilities

1.6.1 Payment of Claims

We will pay legitimate claims within 60 days of receiving a proof of loss. Some claims for **Accident Benefits** will be paid sooner.

If we refuse to pay a claim, we will notify the insured person in writing explaining the reasons why we are not liable to pay.

1.6.2 If You Have Been Incorrectly Classified and Your Premium is Wrong

We use rules that determine the amount you pay for each coverage and category of automobile insurance. You are classified according to these rules.

If you have been incorrectly classified, we will correct the situation.

If the incorrect classification resulted in your paying too high a premium, we will refund any premium overpayment with interest. The interest will cover the period for which you were overcharged.

The rate of interest will be the bank rate, as set by the Bank of Canada, on the first day of the last month of the quarter preceding the quarter in which you were incorrectly classified. If the bank rate includes a fraction we will round it off to the next highest number. (The bank rate is the rate at which the Bank of Canada makes short-term loans to chartered banks.)

If the incorrect classification resulted in your paying too low a premium, we will require you to pay an additional premium as long as we tell you within 60 days of the effective date of the policy. We will not charge you interest on the additional premium.

1.6.3 Monthly Premium Payment Option

The law may allow you to pay your premium in equal monthly payments. If so, we may charge you interest at a rate determined by the provincial government under the Insurance Act (Ontario).

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1.7 Cancelling Your Insurance

1.7.1 When You Cancel

You may cancel your insurance at any time by advising us.

If you cancel, we will calculate the premium you owe on a short rate basis. Short rate means that the premium you owe will include our handling costs. We will refund anything due to you as soon as possible.

There may be a minimum premium set out in your Certificate of Automobile Insurance. This will not be refunded.

1.7.2 When We Cancel

Where your policy has been in effect for up to 60 days, we may only cancel your policy for a reason that we have filed with the Financial Services Regulatory Authority of Ontario.

Where your policy has been in effect for more than 60 days, we may only cancel your policy for one of the following reasons:

- non-payment of premium,
- you have given false particulars of the automobile to our prejudice,
- you have knowingly misrepresented or failed to disclose information that you were required to provide in the application for automobile insurance, or
- the risk has changed materially.

If we cancel your policy, we will calculate the premium you owe on a proportionate basis. Proportionate means you will pay for the actual number of days you were covered. For example, if half the premium period is over, you will pay half the premium.

There may be a minimum premium shown on your Certificate of Automobile Insurance. This will not be refunded.

If you have paid more than the premium you owe, we will refund the difference on cancellation. Your refund may be delayed if the amount of premium you owe is subject to adjustment, or we are waiting for reports in order to determine the premium paid or owing. We will make the refund as soon as possible in that case.

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1.7.3 How We Can Cancel for Non-payment of Premium

In case of non-payment of premium, we may give you a notice in writing. We must give you ten days notice if we deliver the notice in person, 30 days notice by sending the notice by registered mail to your last known address, ten days notice by sending the notice by prepaid courier, or ten days notice by sending the notice through electronic means, if the insured consents to delivery by electronic means The 30-day period starts on the second day after we mail the registered letter. The ten-day period for notice by prepaid courier starts on the day after the day there is a record of the person who delivered the notice that the notice has been delivered. The ten-day period for notice by electronic means starts on the day after we send the notice. The notice will inform you that you have until noon of the business day before the last day of the notice period to pay the arrears, plus an administration fee, failing which the policy will automatically be cancelled effective at 12:01 a.m. on the last day of the notice period. If you pay the arrears and the administration fee in time, then your policy will not be cancelled.

But if we have already given you two notices of non-payment of premium during the term of your policy and a non-payment occurs again, we don't have to give you another notice under this section; instead we may cancel your policy as described in section 1.7.4.

1.7.4 How We Can Cancel for Repeated Non-payment or Other Reasons

If we cancel your insurance for non-payment of premium because we have already given you two notices during the term of your policy as described in section 1.7.3, or if we cancel for any other reason, we will notify you in writing. We must give you five days notice if we deliver the notice of cancellation in person, 15 days notice by sending the notice of cancellation by registered mail to your last known address, five days notice by sending the notice of cancellation by prepaid courier, or five days notice by sending the notice of cancellation through electronic means, if the insured consents to delivery by electronic means. The 15-day period starts on the second day after we mail the registered letter. The five-day period for notice by prepaid courier starts on the day after the day there is a record of the person who delivered the notice that the notice has been delivered. The five-day period for notice by electronic means starts on the day after we send the notice. If the notice was given because we have already given you two notices of non-payment during the term of your policy as described in section 1.7.3, we are under no obligation to accept a late payment or to keep the policy in force after the effective date of cancellation.

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1.8 Who and What We Won't Cover

1.8.1 General Exclusion

Except for certain **Accident Benefits** coverage, there is no coverage under this policy if:

- the automobile is used to carry explosives or radioactive material; or
- the automobile is used as a taxicab, bus, a sightseeing conveyance or to carry paying passengers. **However**, we don't consider the following as situations involving carrying paying passengers:

    - giving a ride to someone in return for a ride,
    - sharing the cost of an occasional trip with others in the automobile,
    - carrying a domestic worker hired by you or your spouse,
    - occasionally carrying children to or from school activities that are conducted within the educational program,
    - carrying current or prospective clients and customers, or
    - reimbursing volunteer drivers for their reasonable driving expenses, including gas, vehicle wear and tear and meals.

1.8.2 Excluded Drivers and Driving Without Permission

Except for certain **Accident Benefits** coverage, there is no coverage (including coverage for occupants) under this policy if the automobile is used or operated by a person in possession of the automobile without the owner’s consent or is driven by a person named as an excluded driver of the automobile policy or a person who, at the time he or she willingly becomes an occupant of an automobile, knows or ought reasonably to know that the automobile is being used or operated by a person in possession of the automobile without the owner’s consent.

Except for certain **Accident Benefits** coverage, there is no coverage under this policy for a person who, at the time he or she willingly becomes an occupant of an automobile, knows or ought reasonably to know that the automobile is being used or operated by a person in possession of the automobile without the owner’s consent.

1.8.3 Rented or Leased Automobile

Except for certain **Accident Benefits** coverage, there is no coverage under this policy if the automobile is rented or leased by you to another. **However**, if an insured person is using the automobile for an employer's business and is paid for using it, we won't consider that renting or leasing.

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1.8.4 Garage Workers Not Covered

No person who sells, repairs, maintains, stores, services, or parks automobiles as part of a business is covered by this policy while involved in conducting that business, unless the person in fact owns the automobile involved in an incident or is the partner or employee of the owner.

1.8.5 Losses Due to War Activities Not Covered

With the exception of Liability Coverage, this policy does not cover loss, damage, injury or death caused by war activities. War activities include bombardment, invasion, civil war, insurrection, rebellion, revolution, coup, or actions of armed forces while engaged in a war, whether declared or not.

Other restrictions apply to specific coverages, such as Accident Benefits and optional Loss or Damage coverages. These additional restrictions will be described in the appropriate Sections of this policy.

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Section 2

What Automobiles Are Covered?

2.1 Described Automobile

A described automobile is any automobile or trailer specifically shown on your Certificate of Automobile Insurance.

Your Certificate of Automobile Insurance shows which coverages you have purchased for each described automobile. The coverages could include:

- Liability,
- Accident Benefits,
- Uninsured Automobile,
- Direct Compensation - Property Damage, and
- Loss or Damage.

2.2 Extending Your Insurance to Other Automobiles

If a premium is shown on the Certificate of Automobile Insurance for a specific coverage for a described automobile, then this coverage may be available in the event of a loss for other types of automobiles under this policy. The following chart summarizes the types of coverage that can be extended to other types of automobiles. This chart is only a guide. Details of coverages are explained later in this Section.

What Types of Coverage Extend to Other Automobiles?

		Coverage Purchased on Described Automobile				
		Liability	**Accident Benefits**	**Uninsured Automobile**	**Direct Compensation**	**Loss or Damage**
Type of Automobile	**Newly Acquired Auto** (Replacement Auto)	Yes. The replacement auto has the same coverage as the described automobile it replaces, as long as you notify us within 14 days of delivery of the new automobile.				Yes (Conditions Apply)
	Newly Acquired Auto (Additional Auto)	Yes, if we insure all automobiles you own for the same type of coverage on the day you take delivery and you notify us within 14 days of delivery of the new automobile.				Yes (Conditions Apply)
	Temporary Substitute Auto	Yes	Yes	Yes	Yes	Yes (Conditions Apply)
	Any Other Auto, including Other Autos that are Rented or Leased	Yes (Conditions Apply)	Yes	Yes	Yes	No
	Owned Trailer (and not described)	Yes, if used in connection with an automobile covered by the policy.			(Conditions Apply)	No
	Non-Owned Trailer	Yes, if used in connection with an automobile covered by the policy.			No	No

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2.2.1 Newly Acquired Automobiles

A newly acquired automobile is an automobile or trailer that you acquire as owner and that is not covered under any other policy. It can be either a replacement or an additional automobile. The replacement automobile will have the same coverage as the described automobile it replaces. We will cover an additional automobile as long as:

- we insure all automobiles you own, and
- any claim you make for the additional automobile is made against a coverage we provide for **all** your other automobiles.

Your newly acquired automobile(s) will be insured as long as you inform us within 14 days from the time of delivery and pay any additional premium required.

We may inspect the newly acquired vehicle and its equipment at any reasonable time.

Special Condition: Coverage is not extended to a newly acquired automobile if you are in the business of selling automobiles.

2.2.2 Temporary Substitute Automobile

A temporary substitute automobile is an automobile that is temporarily used while a described automobile is out of service. The described automobile must not be in use by anyone insured by this policy, because of its breakdown, repair, servicing, theft, sale or destruction.

Coverage for a temporary substitute automobile is provided under the automobile policy of the owner of the temporary substitute automobile. However, this policy may also provide coverage.

The following coverages apply to a temporary substitute automobile if a premium is shown for them on the Certificate of Automobile Insurance for the described automobile that is temporarily out of service:

- Liability,
- Accident Benefits,
- Uninsured Automobile, and
- Direct Compensation - Property Damage

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If you have purchased optional **Loss or Damage** Coverages on a described automobile and it is temporarily out of service, there are special conditions about this coverage for temporary substitute automobiles. These conditions are explained in Section 7 - Loss or Damage Coverages of this policy.

Special Condition: A temporary substitute automobile cannot be owned by you or by anyone living in the same dwelling as you.

2.2.3 Other Automobiles

Automobiles, other than a described automobile, are also covered when driven by you, or driven by your spouse who lives with you.

The following coverages apply to other automobiles if a premium is shown for the coverage on the Certificate of Automobile Insurance for a described automobile:

- Liability,
- Accident Benefits,
- Uninsured Automobile, and
- Direct Compensation - Property Damage

Special Conditions: For other automobiles to be covered, the following conditions apply:

1. Both the other automobile and a described automobile must not have a manufacturer's gross vehicle weight rating (GVWR) of more than 4,500 kilograms.
2. The named insured is an individual, or if the described automobile is owned by two people, the named insureds are spouses of each other.
3. Neither you nor your spouse is driving the other automobile in connection with the business of selling, repairing, maintaining, storing, servicing or parking automobiles.
4. The other automobile is not being used to carry paying passengers or to make commercial deliveries at the time of any loss.
5. **For all coverages, except Accident Benefits**, the other automobile cannot be an automobile that you or anyone living in your dwelling owns or regularly uses. (For the purposes of this paragraph, we don't consider use of an automobile rented for 30 or fewer days to be regular use.) Nor can the other automobile be owned, hired or leased by your employer or the employer of anyone living in your household. However, if you drive one of these other automobiles while an excluded driver under the policy for that automobile, this policy will provide **Liability** and **Uninsured Automobile Coverages** while you drive that automobile.

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6. **If you are a corporation, unincorporated association, partnership, sole proprietorship, business or other entity**, the employee or partner for whose regular use a described automobile is supplied, and their spouse who lives with that person, will be covered when they drive the other automobile, under the following conditions:

    - Both the other automobile and the described automobile must not have a manufacturer's gross vehicle weight rating of more than 4,500 kilograms.
    - Neither the employee nor partner who is provided with a described automobile, nor their spouses if they live with the employee or partner, are driving the other automobile in connection with the business of selling, repairing, maintaining, storing, servicing or parking automobiles.
    - The other automobile is not being used to carry paying passengers or to make commercial deliveries at the time of any loss.
    - The other automobile must not be owned, hired, leased, or regularly or frequently used by you or by your employee or any partner, or by anyone living in the same dwelling as these persons.
    - Except as provided under subsection 2.2.4, this policy doesn't cover the employee or partner or their spouse if they own, lease or rent any automobile and it is insured as the law requires and does not have a manufacturer's gross vehicle weight rating of more than 4,500 kilograms

7. **For Direct Compensation - Property Damage Coverage** the other automobile cannot be a described automobile in a motor vehicle liability policy.

2.2.4 Other Automobiles that are Rented or Leased

For convenience in this subsection we use the terms **rented** and **renting** as equivalent to **leased** and **leasing**.

In addition to the coverages referred to in subsection 2.2.3, the following coverage applies to rented automobiles if a premium is shown for the coverage on the Certificate of Automobile Insurance for a described automobile:

- Liability.

Automobiles, other than a described automobile, are covered as described in this subsection when rented by you, or by your spouse who lives with you, for periods of not more than 30 days, but only with respect to the liability of the person renting the automobile arising from the negligence of the driver of that automobile, and only if the driver is not an excluded driver under this policy.

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Special Conditions: For rented automobiles to be covered, the following conditions apply:

1. Both the rented automobile and the described automobile must not have a manufacturer's gross vehicle weight rating (GVWR) of more than 4,500 kilograms, but if the rented automobile has a GVWR of more than 4,500 kilograms, then it is covered only while being used for personal purposes (for example to move you or a family member from one residence to another; or for travel or other recreational use), and only if it is rented for no more than 7 days.
2. The named insured is an individual, or if the described automobile is owned by two people, the named insureds are spouses of each other.
3. Neither you nor your spouse is renting the other automobile in connection with the business of selling, repairing, maintaining, storing, servicing or parking automobiles.
4. The rented automobile is not being used to carry paying passengers or to make commercial deliveries at the time of any loss.
5. The rented automobile cannot be an automobile that you or anyone living in your dwelling owns or regularly uses. Nor can the rented automobile be owned, hired or leased by your employer or the employer of anyone living in your household. For the purposes of this paragraph, we don't consider use of an automobile rented for 30 or fewer days to be regular use.
6. **If you are a corporation, unincorporated association, partnership, sole proprietorship, business or other entity**, the employee or partner for whose regular use a described automobile is supplied, and their spouse who lives with that person, will be covered when they rent an automobile, under the following conditions:
    - Both the rented automobile and the described automobile must not have a manufacturer's gross vehicle weight rating of more than 4,500 kilograms.
    - Neither the employee nor partner who is provided with a described automobile, nor their spouses if they live with the employee or partner, are renting the automobile in connection with the business of selling, repairing, maintaining, storing, servicing or parking automobiles.
    - The rented automobile is not being used to carry paying passengers or to make commercial deliveries at the time of any loss.

2.2.5 Trailers

Any trailer used in connection with the automobile is insured for the following coverages:

- Liability,
- Accident Benefits, and
- Uninsured Automobile.

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Special Conditions: Any trailer you own and that is not described in this policy is also covered for **Direct Compensation - Property Damage** Coverage under the following conditions:

- If it is attached to an automobile with a GVWR of not more than 4,500 kilograms, or if not attached, it is normally used with an automobile with a GVWR of not more than 4,500 kilograms.
- It is not designed or used for living in, to carry passengers, or for commercial purposes.

2.3 When You Have Insured Two Or More Automobiles

2.3.1 Under the Same Policy

When more than one automobile is described on your Certificate of Automobile Insurance, we will treat each automobile as if it were insured by a separate policy for claims resulting from its use or operation.

However, in the case of an incident involving an automobile you don't own, we will only pay up to the highest limit that applies to any one automobile described in this policy.

Example
Your automobile policy has Liability Coverage on two automobiles for $300,000 and $500,000 respectively. If you are driving someone else's automobile and are involved in an accident, the most we would pay is $500,000.

2.3.2 Under More Than One Policy

When you have two or more automobiles insured as described automobiles under two or more policies, each automobile will be covered by its respective policy.

However, determining how much we will pay is more complicated if there is an incident in an automobile you don't own.

The amount we will pay under this policy for any incident will be a fraction of the highest policy limit. This fraction will be the proportion that the limit under this policy bears to the total of the limits of all the policies.

In no case will we pay more than this proportion of the highest limit.

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Example

You have an automobile with Liability Coverage for $200,000 under this policy (Policy A) and another automobile with Liability Coverage for $300,000 under a separate policy (Policy B). If you have an accident while driving an automobile you don't own, here is how we will calculate the amount we will pay.

Step 1. What is the total of the limits of all the policies?

200,000 (limit under Policy A)
\+ 300,000 (limit under Policy B)
500,000 (total under both policies)

Step 2. What is the proportion of the limit under Policy A to the total from Step 1?

200,000 (limit under Policy A) = 2
500,000 (total under both policies) 5

Step 3. What is the most we will pay under this policy?

2 x 300,000 (highest policy limit) = 120,000
5

The most we would pay would be 2/5 of the loss, but never more than $120,000, 2/5 of the highest policy limit. The other policy will pay the remaining 3/5 of the loss to a maximum of $180,000.

2.4 Trailers and Towing

2.4.1 Trailers

An automobile pulling one or more trailers will be treated as a single automobile when determining how much we will pay under **Liability, Accident Benefits** and **Uninsured Automobile** Coverages. However, they will be treated as separate automobiles when determining the deductibles and how much we will pay under **Direct Compensation - Property Damage** and **Loss or Damage** Coverages

2.4.2 Automobiles in Tow

We may inspect the automobile at any reasonable time. If you do not co-operate in any incident involving two or more automobiles owned by different persons and attached to each other, the insurer of each automobile will compensate its insured for losses according to the terms of the **Direct Compensation - Property Damage** and **Loss or Damage** Coverages

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2.5 Inspection

We may inspect the automobile at any reasonable time. If you do not co-operate with any reasonable arrangements for inspection, your optional **Loss or Damage Coverages** under Section 7 may be cancelled and any claims under that Section may be denied.

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Section 3

Liability Coverage

You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.

3.1 Introduction

This Section of your policy provides coverage for amounts that the law holds you or other insured persons responsible for bodily injuries or losses others suffer in an automobile incident.

3.2 Who is Covered

You are covered when you, or anyone else in possession of a described automobile with your consent, uses or operates it. We will consider these other people insured persons.

Your Liability Coverage applies when you or others use or operate certain other types of automobiles. See Section 2 for details and additional conditions.

3.3 What We Cover

You or other insured persons may be legally responsible for the bodily injury to, or death of others, or for damage to the property of others as a result of owning, leasing or operating the automobile or renting or leasing another automobile. In these cases, we will make any payment on your or other insured persons' behalf that the law requires, up to the limits of the policy.

We will also reimburse anyone covered by this policy for costs involved in providing immediate medical aid needed by someone hurt in an automobile incident.

When we receive notice of loss or damage caused to persons or property we will investigate. We may then negotiate a settlement on behalf of you or other insured persons.

3.3.1 If Someone Sues You

By accepting this policy you and other insured persons irrevocably appoint us to act on your or their behalf in any lawsuit against you or them in Canada, the United States of America or any other jurisdiction designated in the Statutory Accident Benefits Schedule arising out of the ownership, use or operation of the automobile.

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If someone sues you or other insured persons insured by this Section for losses suffered in an automobile incident, we will provide a defence and cover the costs of that defence, including investigation costs. We will pay all legal costs the court assesses against you and other insured persons in the lawsuit we have defended.

If there is a judgment against you or other insured persons, we will pay any post-judgment interest owed on that part of the amount the court orders that falls within the liability limits of your policy.

We reserve the right to investigate, negotiate and settle any claim out of court if we choose.

If you are sued for more than the limits of your policy, you may wish to hire, at your cost, your own lawyer to protect yourself against the additional risk.

3.3.2 How Much We Will Pay

The most we will pay on your behalf and on behalf of all other insured persons insured by this Section, for any one incident (over and above legal costs and post-judgment interest) will be determined by the extent of your coverage. The limit under your policy is shown on the Certificate of Automobile Insurance.

Example

You are sued for injuries suffered by another person in an accident that you are legally responsible for. We will hire lawyers at our expense and cover all costs of your defence in court.

The court orders you to pay $10,000 in costs and $600,000 to cover losses. Your liability limit is $500,000.

We will cover the $10,000 in costs, and $500,000 of the judgment. We will also pay any interest owed on that amount from the day of the judgment. You will be responsible for the remaining $100,000 of the judgment and any interest owed on that.

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3.3.3 Outside Ontario

If the incident happens in a jurisdiction covered by this policy in which the minimum liability coverage required is higher than the limit shown on the Certificate of Automobile Insurance, we will honour the higher amount. We also agree not to use any legal defence that would not be available if the policy had been issued in that jurisdiction.

Example
You have an accident in a province where the minimum liability coverage required is $500,000. Even though you are only carrying $200,000 worth of liability insurance, we will pay up to $500,000.

3.3.4 If There is More Than One Named Insured Under This Policy

We will protect you and others named as insured by this policy, for claims made against each other. In such cases, we will act as if a separate policy was issued to each named insured. However, the total amount we will pay (over and above legal costs and post-judgment interest) cannot exceed the maximum coverage shown on the Certificate of Automobile Insurance.

Example
Two people are in business together. Both are named in the insurance policy covering their van. They have bought Liability Coverage of $500,000. One day, there is an accident while one is driving and the other is a passenger. Both of them are severely injured as a result of their combined negligence. They sue each other and one is awarded $300,000 and the other $500,000. The combined amount we will pay will not be more than the policy limit of $500,000 plus legal costs and post-judgment interest.

3.3.5 Rented and Leased Automobiles

For convenience in this subsection we use the terms **rent**, **renter** and **rented** as equivalent to **lease**, **lessee** and **leased**.

This policy provides coverage for persons who rent an automobile, as described in the definitions of **automobile** in Section 2, as a result of liability imposed by law arising from the negligence of the driver of that automobile.

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If a liability claim is made against a driver, renter or owner of a rented automobile, coverage may be available under more than one motor vehicle liability policy. The following rules govern the order in which the policies will respond:

1. If insurance is available to the person who rented the automobile, the policy providing that insurance responds first.
2. If insurance is available to the driver of the rented automobile, the policy providing that insurance responds next.
3. If insurance is available to the owner of the rented automobile, the policy providing that insurance responds last.

We have no liability for such claims in excess of the limit of liability coverage specified in the Certificate of Automobile Insurance and do not have the responsibility to defend such claims against anyone other than you, your spouse who lives with you, or the persons mentioned in subsections 2.2.3 (6) and 2.2.4 (6).

Example #1*

You rent a car and your friend is driving it when an accident occurs in Ontario. You, your friend, and the rental company may face claims by other people who have sustained a loss in the accident. If insurance is available to you under your policy for such claims and your friend was at fault for the accident, then your policy would be first in line to pay those people. If that coverage were used up, and if insurance is available to your friend under his or her policy, your friend's insurer would pay next. If that coverage were used up, any insurance available under the rental company's policy would then pay. None of the insurers has to pay more than the limit of coverage that it agreed to provide.

Example #2*

Your friend rents a car and you are driving it when an accident occurs in Ontario. You, your friend, and the rental company may face claims by other people who have sustained a loss in the accident. If you were at fault for the accident and insurance is available to your friend under his or her policy for such claims, then your friend's insurer would be first in line to pay those people. If that coverage were used up, and if insurance is available to you under your policy, then your insurer would pay next. If that coverage were used up, any insurance available under the rental company's policy would then pay. None of the insurers has to pay more than the limit of coverage that it agreed to provide.

*These examples are provided as a convenience only, to illustrate the operation of section 277 of the Insurance Act (Ontario). If there is a discrepancy between section 277 and these examples, section 277 prevails. In addition, whether or not insurance is available under a policy in any given situation depends on the facts of that situation and the terms of the particular policy.

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3.4 Your and Other Insured Persons' Responsibilities

You and other insured persons agree:

- to notify us in writing within seven days of any incident involving loss or damage to persons or property (or, if unable because of incapacity, as soon as possible after that), giving us full details of the incident and any claim arising from it;
- if requested, to give us a statutory declaration that the claim arose out of the use or operation of the automobile and that you or other insured persons were using, operating or responsible for the operation of it;
- to help us obtain all necessary information and evidence about the incident, including the attendance of witnesses, and to cooperate, but not financially, in any legal actions if we ask;
- to send immediately to us everything received in writing concerning the claim, including legal documents; and
- not to assume any liability for the incident, or settle any claim, except at your or other insured persons' own cost, and not to interfere in any legal proceeding or in any negotiations we conduct to settle any claim.

We may, on occasion, be required by law to make payments, even though we are not otherwise liable for them under this policy. If so, you or other insured persons will have to reimburse us upon demand for those payments.

3.5 Other Limitations On Your Coverage

3.5.1 Property Not Covered

Under this Section, we won't cover claims for damage to property carried in or upon the automobile, or claims for damage to other property owned or rented by, or in the care, custody or control of you or other insured persons.

3.5.2 Contamination of Property

Under this Section, we won't cover claims arising from contamination of property carried in the automobile.

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3.5.3 Nuclear Hazards

Nuclear energy hazards means radioactive, toxic, explosive or other hazardous properties of substances described in Regulations made under the Nuclear Safety and Control Act (Canada).

If you or other insured persons are involved in an incident where the loss or damage is directly or indirectly caused by a nuclear hazard, we will pay up to $200,000 if you or other insured persons are covered under this policy for a nuclear hazard and you and other insured persons are also insured under a nuclear energy hazard liability policy. We will only pay after the limits of that policy have been paid out.

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Accident Benefits Coverage

You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.

4.1 Accident Benefits – Standard and Optional

The details of the Accident Benefits Coverage are set out in the Statutory Accident Benefits Schedule of the Insurance Act (Ontario). This Section outlines the benefits that you and other insured persons may be entitled to receive if injured or killed in an automobile accident. If there is a difference between the interpretation of the wording in this Section and the interpretation of the wording in the Statutory Accident Benefits Schedule, the Statutory Accident Benefits Schedule prevails.

Your insurance company is obligated to inform you and other insured persons about the benefits available.

4.1.1 Standard Accident Benefits

Section 4.1.1 uses the term "insured person" as defined under s. 3(1) of the Statutory Accident Benefits Schedule. In addition, insured persons also include any person who is injured or killed in an automobile accident involving the automobile and is not the named insured, or the spouse or dependant of a named insured, under any other motor vehicle liability policy, and is not covered under the policy of an automobile in which they were an occupant or which struck them.

The standard benefits in the Statutory Accident Benefits Schedule are:

Medical Benefit

This benefit may pay for some medical expenses incurred when you or other insured persons are injured.

Rehabilitation Benefit

This benefit may pay for some rehabilitation expenses incurred when you or other insured persons are injured.

Attendant Care Benefit

This benefit may compensate you and other insured persons for some of the expense of an aide or attendant, including transportation for an aide or attendant to accompany the insured person to and from medical and rehabilitation treatments.

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4.1.2 Optional Benefits

For the purposes of Section 4.1.2, the term “insured persons” is used to describe who optional benefits are applicable to under the Statutory Accident Benefits Schedule, which are: the named insured, the spouse of the named insured, the dependants of the named insured and of the named insured’s spouse, and the persons specified in the policy as drivers of the insured automobile.

If your contract renews on or after July 1, 2026, the benefits set out in Parts II, IV, V and VI of the Statutory Accident Benefits Schedule, as they existed before July 1, 2026, are deemed to continue as optional benefits in the amounts previously payable unless you agree with us in writing to decline these benefits or to make changes to the amount you pay with respect to a benefit.

On or after July 1, 2026, you can agree with us in writing to change your contract with respect to any of the optional benefits set out in Parts II, IV, V and VI of the Statutory Accident Benefits Schedule.

The optional benefits in the Statutory Accident Benefits Schedule are:

Income Replacement Benefit

This benefit may compensate you and other insured persons for lost income.

Caregiver Benefit

This benefit may provide compensation for some expenses incurred if an insured person has been injured and cannot continue as the main caregiver for a member of the household who is in need of care.

Non-Earner Benefit

This benefit may provide compensation if you and other insured persons are completely unable to carry on a normal life and do not qualify for an Income Replacement Benefit or Caregiver Benefit.

Lost Educational Expenses

This benefit may provide compensation if you or other insured persons are enrolled in and unable to continue a program of elementary, secondary, post-secondary or continuing education as a result of an accident.

Expenses of Visitors

This benefit may provide compensation for reasonable and necessary expenses incurred by visitors if you and other insured persons sustain an impairment as a result of an accident.

Housekeeping and Home Maintenance

This benefit may provide compensation if you and other insured persons suffer a substantial inability to perform the housekeeping and home maintenance services that you or they normally performed

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before the accident.

Damage to Personal Items (clothing, glasses, hearing aids, etc.)

This benefit may provide compensation if you and other insured persons sustain damage to clothing, prescription eyewear, dentures, hearing aids, prostheses and other medical or dental devices that were lost or damaged as a result of the accident.

Death Benefit

This benefit may pay money to some members of the family of a person who is killed.

Funeral Benefit

This benefit may pay for some funeral expenses.

Other Optional Benefits

You may also purchase one or more of the following optional benefits:

- supplementary medical, rehabilitation and attendant care benefits,
- an optional indexation benefit,
- an optional dependant care benefit, and
- an optional benefit not listed in the Statutory Accident Benefits Schedule that has been approved by FSRA's Chief Executive Officer,

4.2 How to Apply for Benefits

4.2.1 Applying for Benefits - Procedures and Time Limits

Anyone applying for Accident Benefits must tell us within 7 days of the accident or as soon after that as possible. We will send you or other insured persons an application for Accident Benefits.

The person applying for the benefits must send us the completed application within 30 days of receiving it.

You or other insured persons may still be entitled to benefits if these time limits are not met for good reason, but payment of the benefit may be delayed.

We must pay the Attendant Care Benefit within 10 business days of receiving a completed Assessment of Attendant Care Needs form.

If you or another insured person is claiming the Medical Benefit or Rehabilitation Benefit, your doctor or another member of a regulated health profession including a social worker must provide us with a treatment and assessment plan or other related forms.

We must pay the Income Replacement Benefit, Non-Earner Benefit, Caregiver Benefit and Housekeeping and Home Maintenance Benefit within 10 business days of receiving the complete application, provided you have purchased these benefits.

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We must pay the Death Benefit, Funeral Benefit, Lost Educational Expenses Benefit, Expenses of Visitors Benefit, and Damage to Personal Items Benefit within 30 days of receiving the complete application, provided you have purchased these benefits.

In some cases, we can ask you or other insured persons to go for an independent assessment to assess your needs.

We may ask you or other insured persons to provide additional information in connection with the claim, such as a statutory declaration as to the circumstances that gave rise to the application, or proof of identity. We can also ask you or other insured persons to attend an examination under oath in connection with entitlement to benefits, on reasonable advance notice and at a time and place that are convenient to the person. If the person does not participate as requested, benefits may be delayed or suspended.

If the injuries fall within certain guidelines issued by the Chief Executive Officer of Financial Services Regulatory Authority of Ontario, you or other insured persons may be entitled to some medical or rehabilitation treatments without our prior approval and before a completed application is submitted.

4.2.2 Choosing Which Benefit to Receive

If you or other insured persons qualify for more than one weekly benefit which you have purchased , we will notify you that you must choose which benefit you will receive. Your choice may be between the Income Replacement, Non-Earner or Caregiver Benefits. You or other insured persons will have 30 days to make your choice.

4.3 Limitations on Your Coverage

Even if you have purchased these optional benefits, you or other insured persons are not entitled to the Income Replacement Benefit, Non-Earner Benefit, or benefits for lost educational expenses, expenses of visitors, or housekeeping and home maintenance if you or they:

- knew, or should reasonably have known, that they were operating an automobile without insurance;
- were driving an automobile while not authorized by law to drive;
- were driving an automobile which they were specifically excluded from driving under this policy;
- knowingly operated, or should reasonably have known that the automobile was operated, without the owner's consent;
- made or knew about a material misrepresentation that induced us to issue this policy;
- intentionally failed to notify us of any significant changes as required under Section 1.4.1; or
- were convicted of a criminal offence involving the operation of an automobile.

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Section 5

Uninsured Automobile Coverage

You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.

5.1 Introduction

5.1.1 Uninsured Automobile Coverage Schedule

This Section of the policy describes the terms and conditions of the coverage set out in the Uninsured Automobile Coverage Schedule under the Insurance Act (Ontario). If there is a difference between the interpretation of the wording of this Section and the interpretation of the wording in the Schedule, the Schedule prevails. However, 5.3.3 in this Section is an addition to the coverage provided by the Schedule.

5.1.2 What is an Uninsured Automobile?

An uninsured automobile is one for which neither the owner nor driver has liability insurance to cover bodily injury or property damage arising out of its ownership, use or operation, or the insurance is not collectible. However, this does not include an automobile owned by or registered in the name of the insured person or their spouse.

5.1.3 What is an Unidentified Automobile?

An unidentified automobile is one whose owner or driver cannot be determined.

5.2 What We Will Cover

5.2.1 Claims by You or Other Insured Persons for Bodily Injury

We will pay any amounts you or other insured persons have a legal right to recover as damages from the owner or driver of an uninsured or unidentified automobile for bodily injury resulting from an accident involving an automobile, up to the limits in this Section.

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5.2.2 Claims by Others for Bodily Injury or Death

We will pay any amounts any person has a legal right to recover as damages from the owner or driver of an uninsured or unidentified automobile for bodily injury or death of an insured person in an accident involving an automobile, up to the limits in this Section.

5.2.3 Claims for Certain Property Damage

We will pay for damage to and for loss of use of the automobile or its contents, or to both, that you or other insured persons have a legal right to recover from the identified owner or driver of an uninsured automobile in an accident involving an automobile. Subject to the $300 deductible, we will pay up to $25,000.

Note: Damage to the automobile caused by an unidentified automobile is not covered under this Section, but optional Loss or Damage Coverages may be available.

5.3 Claims for Bodily Injury or Death

5.3.1 Who is Covered?

The following are insured persons for bodily injury or death:

- Any person who is an occupant of the automobile.
- You, your spouse, and any dependent relative of you or your spouse,
    - when an occupant of an uninsured automobile, or
    - when not in an automobile, streetcar or railway vehicle if hit by an unidentified or uninsured automobile.
- **If you are a corporation, unincorporated association or partnership**, any director, officer, employee or partner for whose regular use the described automobile is provided, their spouse, and any dependent relative of you or your spouse,
    - when occupants of an uninsured automobile; or
    - when not in an automobile, streetcar or railway vehicle if hit by an unidentified or uninsured automobile.

Note: If the director, officer, employee or partner, or their spouse is the owner of an automobile that is insured, this policy does not apply. The policy of that automobile will provide coverage.

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5.3.2 Limitation on a Dependent Relative

A dependent relative who owns an insured automobile, or who suffers bodily injury or death while an occupant of his or her own unins
ured automobile, is not covered under this Section of your policy.

5.3.3 If the Described Automobile is Leased or Rented

If this policy has been changed to allow the rental or lease of the described automobile for more than 30 days, the person or organization who is the lessee of the automobile is treated as the named insured.

5.3.4 Conditions Applying to Claims for Bodily Injury or Death

A person entitled to claim compensation for the bodily injury or death of an insured person must:

- give us written notice of the claim within 30 days of the accident or, if unable, as soon as possible after that.
- provide us with as much evidence as possible in support of the claim, giving details of the accident and the resulting loss. This should be done within 90 days of the accident or, if unable, as soon as possible after that.
- provide us with a certificate from the medical or psychological advisor of the insured person if we request it. The certificate must state the cause of injury or death and, if appropriate, the nature of the injury and how long any disability is expected to last.
- provide us with details of any other insurance policy, other than a life insurance policy, under which there is a right to compensation.

5.3.5 Accidents Involving Unidentified Automobiles

If an unidentified automobile causes bodily injury or death to an insured person, the insured person or their representative must report the accident within 24 hours, or, if unable, as soon as possible after that, to a police officer or similar authority.

You or other insured persons must give us a written statement within 30 days of the accident, or, if unable, as soon as possible after that, giving a detailed description of what happened. A representative can make the statement. The statement must say whether the accident was caused by someone whose identity cannot be determined. It must also detail the extent of the injuries suffered by you or other insured persons and any property damaged in the accident. The automobile in which you or other insured persons were an occupant at the time of the accident must be available for inspection at our request.

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5.3.6 Medical Examinations May Be Required

You or other insured persons may be required to undergo examinations by a qualified medical or psychological advisor at reasonable intervals. When we require an examination, we will give reasonable notice.

We will pay for any examination we require. The person making the claim, or their representative, is entitled to a copy of the medical report, if requested.

5.4 Claims for Property Damage

5.4.1 Who is Covered?

In a claim for damage to the automobile, the owner of the automobile is covered for damage.

In a claim for damage to the contents of the automobile, the owner of the contents is covered for damage.

5.4.2 Conditions Applying to Claims for Property Damage

When making a claim for property damage, you and other insured persons must:

- notify us in writing within seven days of the accident (or, if unable because of incapacity, as soon as possible after that), giving us the best information available at that time concerning the loss or damage and circumstances.
- do as much as is reasonably possible to protect the automobile from further damage. We will pay for any reasonable protection provided. Further damage resulting from failure to provide reasonable protection will not be covered by this policy.
- make no repairs beyond those needed for protection of the automobile, or remove evidence of the damage, without our written consent or until we have had time to inspect the automobile.
- allow us to copy all documents in your or other insured persons' possession that relate to the accident.
- permit us to inspect the automobile at any reasonable time.
- complete a statutory declaration within 90 days of the accident, if requested. The declaration will describe what happened in detail, the cause and amount of the loss, those affected and how, and state that the loss was truly accidental. We will also need to know if any other insurance is involved.
- not leave us to dispose of the automobile unless we agree to accept it. If we decide to replace the automobile or pay its actual cash value, less the deductible specified in your Certificate of Automobile Insurance, we own the salvage.

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5.4.3 Our Right to Repair, Replace or Rebuild the Automobile

We have the right to repair, replace or rebuild the automobile rather than pay for the damage. If we choose to do this, we will let you or other insured persons know in writing within seven days of receiving notice of the claim. We will complete the work within a reasonable time using parts of similar kind and quality.

5.4.4 How Much We Will Pay

The most we will pay for the automobile is its actual cash value at the time it was damaged, less the deductible specified in your Certificate of Automobile Insurance.

The value of the loss or damage is based on actual cash value after taking into account depreciation. We will not pay more to repair the automobile than its actual cash value at the time it was damaged, less the deductible specified in your Certificate of Automobile Insurance.

We will pay the lower of the following:

- the cost to repair the loss or damage, less the deductible; or
- the actual cash value of the automobile at the time it was damaged, less the applicable deductible.

Example

Your car is four years old and is hit on the front left side by an identified but uninsured automobile. The damaged part of the body of your car is repaired. We will pay the cost of the repairs, less the $300 deductible, including new paint for the damaged part of your automobile. If you want the entire car repainted, you will have to pay the cost of painting the rest of the car.

5.5 Claims for Both Bodily Injury and Property Damage

An accident may result in a valid claim for both bodily injury or death **and** for damage to the automobile or its contents. In that case, payments for bodily injury and death have priority on 95% of the total amount payable. Payment for damage to the automobile or contents will have priority on 5%.

Example

An accident in Ontario for which an identified but uninsured driver is responsible destroys your $20,000 car, and results in injuries to you and your spouse, totalling $350,000.

We will not pay more than the minimum liability limit of $200,000. Of that money, 95%, or $190,000, will go toward payment for bodily injury. The remaining 5%, or $10,000, will apply to the loss of your car.

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5.6 Settling a Claim

5.6.1 By Agreement

Questions about whether a claim is valid, and the amount of any payment, can be decided by agreement between us and you or other insured persons making the claim.

5.6.2 By Arbitration

If there is a disagreement, the matter may be settled by arbitration if you or other insured persons ask for it or if we ask for it and you agree. The arbitrator will be an individual acceptable to us and you or other insured persons. If both sides can't agree on an arbitrator, then each side will name an arbitrator. The two arbitrators will then appoint a third. A decision supported by at least two of the three will be binding. All arbitrations will be governed by the Arbitration Act, 1991 (Ontario).

5.6.3 In Court

The matter may be decided in a lawsuit brought against us by you or other insured persons in an Ontario court. If so, we have the right to ask the court to decide who is legally responsible and the amount of compensation owing, unless another Ontario court has already done so in an action that was defended.

5.7 Limitations and Exceptions

5.7.1 Payment Limits

1. We will not pay more than the minimum limits for automobile liability insurance in the jurisdiction in which the accident happens. This amount applies regardless of the number of persons injured or killed, or the damage to the automobile and contents. In no event will we pay more than the minimum liability limits required in Ontario.

Example
You are travelling in a car outside Ontario when you are injured in an accident for which an uninsured driver is responsible. The minimum liability limit in that jurisdiction is $100,000. Your injuries are serious and are assessed at $300,000 or more. We will pay no more than $100,000.

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2. We will not pay:

- any amount, if you or other insured persons can make a valid claim under the liability section of a motor vehicle liability policy.
- any amount for an accident in a jurisdiction where a valid claim can be made on an unsatisfied judgment fund or similar fund created for the purpose of compensating victims of uninsured or unidentified motorists.
- for loss or damage caused by radioactive material.
- for the first $300 worth of accidental damage to the automobile and its contents.
- any amount over $25,000 in any one accident for damage to the automobile and its contents.
- for loss or damage while a person specifically excluded from this policy is driving the automobile.

5.7.2 Limit Where More Than One Policy Applies

You or other insured persons may have a right to claim benefits from more than one automobile insurance policy covering accidents involving uninsured or unidentified automobiles. In that case, anyone making a claim under this or any other coverage may only recover once for the same loss.

5.8 If You or Other Insured Persons Start a Lawsuit

5.8.1 Send Us the Documents

You or other insured persons or your representatives may decide to sue the owner, driver or operator of another automobile involved in the accident. In that case, a copy of the documents initiating the lawsuit must be provided to us as soon as the action is started. The documents must be delivered, or sent by registered mail, to our chief agent or head office in Ontario.

5.8.2 If You or Other Insured Persons Win, But Can't Recover Payment

If the court awards compensation but you or other insured persons can't recover from the person responsible, we will pay, if requested, either:

- the full amount of the award; or
- where some compensation has been paid, the difference between what you or other insured persons have been paid and the full amount awarded by the court.

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What we pay, of course, is subject to the limits and conditions applying to coverage for accidents involving uninsured or unidentified automobiles.

5.8.3 Assignment of the Award

We may require you or other insured persons, or your representatives, to assign to us the amount or balance of the court award before we make any payment. If we collect more than what we have already paid, we will reimburse the difference, minus our costs.

5.9 Limitations on Legal Action

5.9.1 Conditions of This Policy Must be Met

No person has a right to sue us for compensation under this Section for injury or damage caused by an accident involving an uninsured or unidentified automobile, unless the conditions in this Section of your policy (Uninsured Automobile Coverage) have been met.

5.9.2 Time Limits for Lawsuits for Loss or Damage

Any lawsuit against us regarding loss or damage to the automobile or its contents must begin within a year after the loss or damage happens.

Any lawsuit against us regarding loss or damage to property other than the automobile and its contents must begin within two years after the cause of action arose.

5.9.3 Time Limits for Lawsuits for Bodily Injury or Death

Any lawsuit against us regarding bodily injury or death must begin within two years after the cause of action arose.

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Section 6

Direct Compensation - Property Damage Coverage

You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.

6.1 Introduction

This Section of your policy covers damage to the automobile and certain trailers not shown on the Certificate of Automobile Insurance, their equipment, contents, and loss of use of the automobile or contents caused by another person's use or operation of an automobile in Ontario.

The coverage under this Section applies only if the accident takes place in Ontario and at least one other automobile involved is insured under a motor vehicle liability policy. The policy covering the other automobile must be issued by an insurance company licensed in Ontario, or one that has filed with the Financial Services Regulatory Authority of Ontario to provide this coverage.

It is called direct compensation because you will collect from us, your insurance company, even though you, or anyone else using or operating the automobile with your consent, were not entirely at fault for the accident.

You have the option to elect not to recover damages under Direct Compensation – Property Damage Coverage if you provide written confirmation of this election to your insurer. If you make this election, you will not be entitled to recover from your insurer for damages to your automobile and its contents or for loss of use under Direct Compensation – Property Damage Coverage. Additionally, if you elect not to recover damages under this coverage, your insurer is prohibited from offering or issuing you Collision or Upset coverage as described in Section 7 of the policy.

6.2 What We Will Cover

Provided that you do not make an election to us not to recover damages under this coverage, we will pay the cost of damage to the automobile, its equipment, contents and for loss of use of the automobile or contents arising from an accident for which another person would have been legally responsible in the absence of section 263 of the Insurance Act (Ontario). Section 263 takes away your right to sue the other person for these losses. We will pay no more to repair or replace the automobile or property than its actual cash value at the time it was damaged, less the applicable percentage of the deductible shown on your Certificate of Automobile Insurance.

If a part needed to repair the automobile is no longer available, we will pay an amount equal to the manufacturer's latest list price for the part.

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Note: You should be aware that this coverage does not apply if the automobile is described in another motor vehicle liability policy.

Example
You are driving a friend's car. That car is described in your friend's motor vehicle liability policy. You have an accident for which you are not at fault. Your friend will claim under the direct compensation property damage provisions of his or her motor vehicle liability policy for the loss.

We will not pay for damage to, or loss of use of, contents that are being carried for reward.

6.3 Who is Covered

In a claim for damage to the automobile, the owner of the automobile is covered for damage.

In a claim for damage to the contents of the automobile, the owner of the contents is covered for damage.

6.4 How Much We Will Pay

6.4.1 Determining Fault

The amount we pay under this Section of your policy will be determined by the degree to which you or the driver were not at fault in the accident.

Responsibility for an accident is determined by the Insurance Act (Ontario) and the Fault Determination Rules. These may find you or the driver wholly or partially responsible.

The degree of responsibility is expressed as a percentage.

6.4.2 The Deductible

The amount we pay may be subject to a Direct Compensation - Property Damage deductible. The deductible is the amount you agree to pay toward the cost of any single claim you make under this Section. The deductible, if any, is the amount shown on the Certificate of Automobile Insurance, multiplied by the percentage to which you or the driver of the automobile were not at fault for the accident. You are not permitted to sue anyone (for instance the at-fault motorist) to recover this deductible.

If you have damage to both your automobile and its contents, the deductible will first be applied to your automobile loss. If there is any remaining deductible, the remainder will be applied to the contents loss.

You will need to make a separate claim for each accident that causes damage. The deductible applies each time you make a claim and separately to each automobile that is insured.

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We will pay that portion of the total damages that is equal to the percentage to which you or the driver of the automobile were not at fault for the accident, less the applicable Direct Compensation-Property Damage deductible.

Example #1
(the other driver is entirely responsible)

Your car has an actual cash value of $12,000. You are involved in an accident for which someone else is 100% responsible. Your car is a total loss.

Your Direct Compensation - Property Damage (DC-PD) deductible is $500. We will pay $11,500 ($12,000 less $500, the deductible). We will also pay for reasonable alternate transportation.

In sum: You receive $11,500. You are responsible for $500, the DC-PD deductible.

Example #2
(you are partly responsible - no optional Loss or Damage Coverages)

Your car has an actual cash value of $12,000. You are involved in an accident and are 25% responsible. Your car is a total loss.

Your Direct Compensation - Property Damage (DC-PD) deductible is $300. Under DC-PD, we cover the damages (less the deductible) for which the other driver would have otherwise been responsible. You are responsible for the deductible. We will pay $8,775 ($9,000 -- being 75% of the value of your automobile -- less $225 -- being 75% of the deductible).

In sum: You receive $8,775. You are responsible for $225 (the DC-PD deductible), and will have to pay the remainder out of your own pocket. In this example, you will be out-of-pocket for a total of $3,225. (However, you may be entitled to recover part of that amount if you have bought additional optional Loss or Damage coverages under Section 7.)

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Example #3
(damage to contents)

Suppose you have just rented a floor sander currently worth $600 from the local Rent-All when you are involved in an accident. You are 25% responsible for the accident. The sander is destroyed.

Your Direct Compensation – Property Damage (DC-PD) deductible is $500. We will pay $75 ($450 – being 75% of the value of the sander – less $375 – being 75% of the deductible.)

In sum: You will receive $75. You are responsible for $375 (the DC-PD deductible), and that portion of the damage for which you are responsible.

Example #4
(damage to automobile and contents)

You are involved in an accident for which you are not responsible. The repair of your car costs $250. Contents worth $125 are destroyed.

Your Direct Compensation - Property Damage (DC-PD) deductible is $300. We will pay $0 ($250 less $250) toward your car damage, and $75 ($125 less $50) for the contents to the owner of the contents.

In sum: The owner of the contents receives $75. You are responsible for $300, the DC-PD deductible.

6.4.3 Election Not to Recover

If you make an election not to recover damages under Direct Compensation – Property Damage Coverage, you will not be entitled to recover damages for any amount under this Section of your policy.

6.5 Your and Other Insured Persons' Responsibilities

When making a claim for property damage, you and other insured persons must:

- notify us in writing within seven days of any accident (or, if unable, because of incapacity, as soon as possible after that), giving us the best information available at that time concerning the loss or damage and circumstances.

- do as much as is reasonably possible to protect the automobile from further damage. We will pay for any reasonable protection provided. Further damage resulting from failure to provide reasonable protection will not be covered by this policy.

- make no repairs beyond those needed for protection of the automobile, or remove evidence of the damage, without our written consent or until we have had time to inspect the automobile.

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- allow us to copy all documents in your or other insured persons' possession that relate to the accident.

- permit us to inspect the automobile at any reasonable time.

- complete a statutory declaration within 90 days of the accident, if requested. The declaration will describe what happened in detail, the cause and amount of the loss, those affected and how, and state that the loss was truly accidental. We will also need to know if any other insurance is involved.

- not leave us to dispose of the automobile unless we agree to accept it. If we decide to replace the automobile or pay its actual cash value, less the applicable deductible, we own the salvage.

6.6 Our Right to Repair, Replace or Rebuild the Automobile

We have the right to repair, replace or rebuild the automobile rather than pay for the damage. If we choose to do this, we will let you or other insured persons know in writing within seven days of receiving notice of the claim. We will complete the work within a reasonable time using parts of similar kind and quality.

6.7 Other Limitations on Your Coverage

6.7.1 Contamination of Property

Under this Section, we won't cover claims arising from contamination of property carried in the automobile.

6.7.2 Nuclear Hazards

Nuclear energy hazards means radioactive, toxic, explosive or other hazardous properties of substances described in Regulations made under the Nuclear Safety and Control Act (Canada).

If you or other insured persons are involved in an accident where the loss or damage is directly or indirectly caused by a nuclear hazard, we will pay up to $200,000 if you or other insured persons are covered under this policy for a nuclear hazard and you or other insured persons are also insured under a nuclear energy hazard liability policy. We will only pay after the limits of that policy have been paid out.

6.7.3 Settling a Claim

If you disagree with the degree of fault attributed to you under the Fault Determination Rules or with the amount of any proposed settlement, you can bring a law suit against us to have the matter determined by a judge.

Alternatively, if the disagreement is over the value of the vehicle or its contents or the nature, amount or cost of any repairs or the amount we should pay, the matter can be settled by an appraisal under the Insurance Act, if you ask for it or if we ask for it and you agree. You and we will each appoint an appraiser, who will either agree on the award or, if they disagree, will appoint an umpire to decide as between their respective positions.

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Section 7

Loss or Damage Coverages (Optional)

You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.

7.1 Introduction

7.1.1 Coverage for Loss of or Damage to Your Automobile

We agree to pay for direct and accidental loss of, or damage to, a described automobile and its equipment caused by a peril such as fire, theft, or collision if the automobile is insured against these perils.

By direct loss or damage we mean loss or damage resulting directly from a peril for which coverage has been purchased.

This Section applies only to the extent that a claim for damage to an automobile and its equipment would not be covered by Section 6, Direct Compensation - Property Damage Coverage of a motor vehicle liability policy or to the extent that you have made an election not to recover damages under Direct Compensation - Property Damage Coverage. Where you have made an election not to recover damages from your insurer under Direct Compensation - Property Damage Coverage, your insurer will not be permitted to issue or offer you Collision or Upset coverage as described under this section.

We may inspect the described vehicle and its equipment at any reasonable time. If you do not co-operate with any reasonable arrangements for inspection, your coverages under this Section may be cancelled and any claims under this Section may be denied.

Your Loss or Damage Coverages may apply to types of automobiles other than described automobiles. See Section 2 for details and additional conditions.

7.1.2 Coverage Options

You may choose from among the four types of protection listed below. Your choice will be shown on the Certificate of Automobile Insurance.

Note: All of the following coverages are subject to 7.2.

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A. **Specified Perils** - we will only pay for losses caused by fire; theft or attempted theft; lightning, windstorm, hail, or rising water; earthquake; explosion; riot or civil disturbance; falling or forced landing of aircraft or parts of aircraft; or the stranding, sinking, burning, derailment or collision of any kind of transport in, or upon which a described automobile is being carried on land or water.

B. **Comprehensive** - we will pay for losses, other than those covered by Collision or Upset, including:

- perils listed under Specified Perils,
- falling or flying objects,
- missiles, and
- vandalism.

C. **Collision or Upset** - we will pay for losses caused when a described automobile is involved in a collision with another object or tips over. Object includes:

- another automobile that is attached to the automobile,
- the surface of the ground, and
- any object in or on the ground.

This coverage cannot be issued or offered to you if you have made an election not to recover damages from us under Section 6, Direct Compensation - Property Damage Coverage.

D. **All Perils** -this option combines the coverages of Collision or Upset and Comprehensive. This coverage includes loss or damage caused if a person who lives in your household steals a described automobile. Coverage also applies if an employee who drives or uses, services or repairs a described automobile, steals it.

7.2 Loss or Damage We Won't Cover

7.2.1 General

We will not cover the following losses unless they result from a peril for which you are covered or they are caused by fire, theft or vandalism and your policy covers these perils:

- to tires;

- consisting of, or caused by mechanical fracture or breakdown of any part of the automobile; or

- consisting of, or caused by rusting, corrosion, wear and tear, freezing, or explosion within the engine.

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Example

We will not pay for a tire blow-out in normal driving, but if the tire is destroyed in a collision and you have Collision or Upset Coverage, we will cover that loss up to the value of your tire at the time of the incident.

We won't pay for loss or damage:

- resulting from a dishonest claim of ownership, illegal disposal, or theft of the automobile by anyone who has legal possession of it under a written agreement (a mortgage, conditional sale, lease or other similar agreement);

- resulting from a change in ownership that is agreed to, even if that change was brought about by trickery or fraud;

Example

Late one evening at a party, you sell your car to a stranger in return for a cheque. A week later the cheque bounces. We will not cover the loss.

- caused by radioactive contamination;

- to contents of automobiles and trailers, other than their equipment; and

- in excess of $25 for recorded material and equipment for use with a playing or recording unit. We will not pay for recorded material and equipment not contained within or attached to the playing or recording unit. Recorded material includes, but is not limited to, tapes, compact discs, video cassettes and digital video discs.

7.2.2 Illegal Use

We won't pay for loss or damage caused in an incident:

- if you are unable to maintain proper control of the automobile because you are driving or operating the automobile while under the influence of intoxicating substances;

- if you are convicted of one of the following offences under the Criminal Code of Canada relating to the operation, care or control of the automobile, or committed by means of an automobile, or any similar offence under any law in Canada or the United States:
  - causing bodily harm by criminal negligence
  - dangerous operation of motor vehicles
  - failure to stop at the scene of an accident
  - operation of an automobile while the concentration of alcohol or drug in the operator’s blood exceeds the limit permitted by law

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- refusal to comply with a lawful demand to provide a breath sample, perform physical coordination tests or submit to an evaluation
- causing bodily harm during operation of a vehicle while impaired by alcohol or a drug or a combination of alcohol and a drug or while the concentration of alcohol or drug in the operator's blood exceeds the limit permitted by law, or
- operating a motor vehicle while disqualified from doing so;

- if you use or permit the automobile to be used in a race or speed test, or for illegal activity;

- if you drive the automobile while not authorized by law; and

- if another person, with your permission, drives or operates the automobile under any of these conditions.

7.2.3 Certain Thefts Not Covered

We won't pay under either the Comprehensive or Specified Perils coverages for loss or damage caused when a person who lives in your household steals the automobile.

We also won't pay under these coverages for loss or damage caused when an employee of yours steals the automobile and the employee's duties include driving, maintaining or repairing the automobile. This applies at any time, and not simply during working hours.

7.3 The Deductible

The amount we pay to cover any losses may be subject to a deductible. The deductible is the amount you agree to pay toward the cost of any single claim you make under this Section. The deductible, if any, is shown on the Certificate of Automobile Insurance.

You will need to make a separate claim for each incident that causes loss or damage. The deductible applies each time you make a claim and separately to each automobile that is insured.

We will only pay for loss or damage that exceeds the amount of the deductible. If your claim is one to which Section 6, Direct Compensation - Property Damage (DC-PD) Coverage also applies, and to which no election not to recover damages under that coverage has been made, the amount we will pay under this Section will not include the DC-PD deductible that applies to the claim. Your deductible under this Section will be the Collision deductible multiplied by the percentage to which you or the driver of the automobile were at fault for the accident.

Example #1
You have Comprehensive Coverage, and your deductible is $500. Your car's windshield is broken by a fallen tree. You are responsible for the first $500 of the cost of the windshield replacement. Any claim less than $500 will be your responsibility.

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Example #2
(you are fully responsible - with optional Loss or Damage Coverages)

Your car has an actual cash value of $12,000. You are involved in an accident and are 100% responsible. Your car is a total loss.

You receive nothing under your Direct Compensation - Property Damage Coverage.

You have the optional Collision or Upset Coverage and your deductible is $500. Under the optional coverage, we will pay $11,500 ($12,000 less $500, the deductible).

In sum: You receive $11,500. You are responsible for $500, the Collision deductible.

Example #3
(you are partly responsible - with optional Loss or Damage Coverages)

Your car has an actual cash value of $12,000. You are involved in an accident and are 25% responsible. Your car is a total loss.

Your Direct Compensation - Property Damage (DC-PD) deductible is $300. Under DC-PD, we will pay $8,775 ($9,000 -- being 75% of the value of your automobile -- less $225 -- being 75% of the deductible).

You have the optional Collision or Upset Coverage and your deductible is $500. Under the optional coverage, we will pay a further $2,875 ($3,000 --being 25% of the value of your auto --less $125 -- being 25% of the deductible).

In sum: You receive $11,650. You are responsible for the deductibles totalling $350.

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Example #4
(you are partly responsible - with optional Loss or Damage Coverages)

You are involved in an accident for which you are 25% responsible. Your car sustains $5,000 in damage.

Your Direct Compensation - Property Damage (DC-PD) deductible is $300. Under DC-PD, we will pay $3,525 ($3,750 -- being 75% of $5,000 --less $225 -- being 75% of the DC-PD deductible).

You have the optional Collision or Upset Coverage and your deductible is $500. Under the optional coverage, we will pay a further $1,125 ($1,250 --being 25% of $5,000 --less $125 -- being 25% of the deductible).

In sum: You receive $4,650. You are responsible for the deductibles totalling $350.

If you are insured for loss or damage caused by fire or lightning, there is no deductible for these losses.

7.4 Additional Benefits

Whatever Loss or Damage Coverage you choose under this Section, your coverage will include the following additional benefits.

7.4.1 Payment of Charges

We will pay general average, salvage and fire department charges and any Canadian or U.S. customs duties for which you are legally responsible as a result of an insured peril.

Example

Your car is damaged in a fire. The fire department properly bills you for the cost of putting out the fire. A new transmission must be imported before the car can be repaired. We will pay the fire department's bill, import duties on the replacement part and for the parts and repairs themselves.

In this instance, salvage means any expense involved in recovering property to prevent loss from an insured peril.

General average charges may arise when a described automobile is shipped by water. If it becomes necessary to dump a portion of the ship's cargo overboard to save the ship, you may be legally responsible for a share of the resulting losses. We will cover that expense.

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7.4.2 Foregoing Our Right to Recover

If someone else is using a described automobile with your permission when an insured loss occurs, we will pay for the resulting claim. We will also forego our right to recover the money from that person.

However, we will keep the right to recover payment:

- if the person has the automobile in connection with the business of selling, repairing, maintaining, storing, servicing or parking automobiles; or

- if the person using the automobile violates any condition of this policy, or operates it in circumstances referred to in 7.2.2.

Examples

1. You allow a friend to use your car and she runs into a fire hydrant and damages the car. We will pay for repairs and will not sue her to recover the money.

2. You hand over your car to a parking attendant or garage employee. He scratches the side while parking it. We will pay for repairs and recover from the garage owners because they had your automobile in connection with their business.

3. You allow a friend to use your car. Later, without your knowledge, he drives it while impaired by alcohol and hits a tree. We will pay for the repairs to the car, but we will recover from your friend. Driving while impaired is illegal and a violation of the terms of this policy.

7.4.3 Temporary Substitute Automobile Covered

If you or anyone else drives a temporary substitute automobile (described in Section 2), you may be responsible for any damage to it as a result of liability imposed by law or agreed to by you or the driver. In that case, we will pay for direct damage for which you or the driver are legally responsible, minus the deductible for that peril under this policy.

However, if the owner of the substitute automobile has it insured for such losses, and the deductible on that policy is larger than the one on your own policy for such loss, the most we will pay will be the difference between the two deductibles.

If there is a disagreement over who is responsible for the damage, we have the right just as we would under Section 3 - Liability Coverage, to settle the matter appropriately and we will cover the costs of any investigation, negotiation or lawsuit.

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Example #1

You rent a car to replace your own, which is being repaired following an accident. While driving the rental car, you cause $800 worth of damage to it. The rental company has a collision policy with a $1,000 deductible. The Collision deductible in your policy is only $500. In settling the matter, we will pay $300 ($800 less $500).

Example #2

You rent a car to replace your own, which is being repaired following an accident. While driving the rental car, you cause $2,800 worth of damage to it. The rental company has a collision policy with a $1,000 deductible. The Collision deductible in your policy is only $500. In settling the matter, we will pay $500, the difference between the deductibles.

7.4.4 Loss of Use Due to Theft

If a described automobile is stolen, and you are protected by the All Perils, Comprehensive, or Specified Perils options, we will pay reasonable expenses for the rental of a similar substitute automobile.

If you choose not to rent an automobile, we will pay reasonable expenses incurred for taxis or public transportation.

We won't cover these costs until 72 hours after the theft has been reported to us or to the police. Even if your policy expires after the theft, coverage will continue until your automobile is repaired or replaced, or sooner if money is offered to settle the claim.

The most we will pay in either case for such expenses is $900.

7.5 Your and Other Insured Persons' Responsibilities

When making a claim under this Section, you and other insured persons must:

- notify us in writing within seven days of the incident (or, if unable because of incapacity, as soon as possible after that), giving us the best information available at that time concerning the loss or damage and circumstances.

- do as much as is reasonably possible to protect the automobile from further damage. We will pay for any reasonable protection provided. Further damage resulting from failure to provide reasonable protection will not be covered by this policy.

- make no repairs beyond those needed for protection of the automobile, or remove evidence of the damage, without our written consent or until we have had time to

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inspect the automobile.

- allow us to copy all documents in your or other insured persons' possession that relate to the incident.

- permit us to inspect the automobile at any reasonable time.

- complete a statutory declaration within 90 days of the incident, if requested. The declaration will describe what happened in detail, the cause and amount of the loss, those affected and how, and state that the loss was truly accidental. We will also need to know if any other insurance is involved.

- not leave us to dispose of the automobile unless we agree to accept it. If we decide to replace the automobile or pay its actual cash value, less the deductible shown in your Certificate of Automobile Insurance, we own the salvage.

7.6 Our Right to Repair, Replace or Rebuild the Automobile

We have the right to repair, replace or rebuild the automobile rather than pay for the damage. If we choose to do this, we will let you or other insured persons know in writing within seven days of receiving notice of the claim. We will complete the work within a reasonable time using parts of similar kind and quality.

7.7 What We Will Pay

We will not pay more for the automobile than its actual cash value at the time it was damaged or stolen, less the deductible shown in your Certificate of Automobile Insurance.

The value of the loss or damage is also based on actual cash value after taking into account depreciation. We will not pay more to repair the automobile than its actual cash value at the time it was damaged or stolen, less the deductible.

We will pay the lower of the following:

- the cost to repair the loss or damage, less the deductible; or
- the actual cash value of the automobile at the time it was damaged or stolen, less the deductible.

Example
When your automobile was new, three years ago, it cost $16,000. Today, its actual cash value is $10,000. You have the optional Comprehensive Coverage and your deductible is $500. If the automobile were totally destroyed in a fire or by lightning, the most we would pay under the optional coverage is $10,000. If the automobile were stolen, the most we would pay under the optional coverage is $9,500 ($10,000 - $500).

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We will not pay more than $1,500 for loss or damage to electronic accessories or equipment other than factory installed equipment. We will pay the actual cash value of the equipment up to $1,500 in total.

"Electronic accessories and equipment" includes, but is not limited to, radios, tape players/decks, stereo players/decks, compact disc players, speakers, telephones, two-way radios including CB radios, ham radios and VHF radios, televisions, facsimile machines, electronic navigation assistance, positioning and location finding devices, computers, and items of a similar nature.

"Factory installed equipment" means electronic accessories and equipment which was included in the original new purchase price of the automobile.

7.8 Settling a Claim

If you disagree with us over the value of the vehicle or equipment or the nature or the amount or costs of any repairs or the amount we should pay, the issue can be submitted for an appraisal under the Insurance Act, if you ask for it, or if we ask for it and you agree. You and we will each appoint an appraiser, who will either agree on the award or, if they disagree, will appoint an umpire to decide as between their respective positions.

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Section 8

Note: The Insurance Act (Ontario) requires that these conditions be printed as part of every automobile insurance policy in Ontario. For convenience, the conditions have been included in each Section of the policy where they apply. If there is a discrepancy between these conditions and the wording in the policy these conditions prevail.

Statutory Conditions

In these statutory conditions, unless the context otherwise requires, the word, "insured" means a person insured by this contract, whether named or not.

Material Change in Risk

1. (1) The insured named in this contract shall promptly notify the insurer or its local agent in writing of any change in the risk material to the contract and within the insured's knowledge.

(2) Without restricting the generality of the foregoing, the words,

"change in the risk material to the contract" include:

(a) any change in the insurable interest of the insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the *Bankruptcy and Insolvency Act* (Canada);

and, in respect of insurance against loss of or damage to the automobile,

(b) any mortgage, lien or encumbrance affecting the automobile after the application for this contract;

(c) any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

Incorrect Classification

2. (1) Where the insured has been incorrectly classified under the risk classification system used by the insurer or under the risk classification system that the insurer is required by law to use, the insurer shall make the necessary correction.

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Refund of Premium Overpayment

(2) Where a correction is made under sub condition (1) of this condition, the insurer shall refund to the insured the amount of any premium overpayment together with interest thereon for the period that the incorrect classification was in effect at the bank rate at the end of the first day of the last month of the quarter preceding the quarter in which the incorrect classification was first made, rounded to the next highest whole number if the bank rate includes a fraction.

Definition

(3) In sub condition (2) of this condition,

"bank rate" means the bank rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the banks listed in Schedule I to the *Bank Act* (Canada).

Additional Premium

(4) Where a correction is made under sub condition (1) of this condition within sixty days after this contract takes effect, the insurer may require the insured to pay any additional premium resulting from the correction, without interest.

Monthly Payments

3. Unless otherwise provided by the regulations under the *Insurance Act*, the insured may pay the premium, without penalty, in equal monthly payments totalling the amount of the premium. The insurer may charge interest not exceeding the rate set out in the regulations.

Authority to Drive

4. (1) The insured shall not drive or operate or permit any other person to drive or operate the automobile unless the insured or other person is authorized by law to drive or operate it.

Prohibited Use

(2) The insured shall not use or permit the use of the automobile in a race or speed test or for any illicit or prohibited trade or transportation.

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Requirements Where Loss or Damage to Persons or Property

5. (1) The insured shall,

(a) give to the insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the incident;

(b) verify by statutory declaration, if required by the insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and

(c) forward immediately to the insurer every letter, document, advice or statement of claim received by the insured from or on behalf of the claimant.

(2) The insured shall not,

(a) voluntarily assume any liability or settle any claim except at the insured's own cost; or;

(b) interfere in any negotiations for settlement or in any legal proceeding.

(3) The insured shall, whenever requested by the insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

Requirements Where Loss or Damage to Automobile

6. (1) Where loss of or damage to the automobile occurs, the insured shall, if the loss or damage is covered by this contract,

(a) give notice thereof in writing to the insurer with the fullest information obtainable at the time;

(b) at the expense of the insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and

(c) deliver to the insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur directly or indirectly through any wilful act or neglect of the insured.

(2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under sub condition (1) of this condition is not recoverable under this contract.

(3) No repairs, other than those that are immediately necessary for the protection of the

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automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed,

(a) without the written consent of the insurer; or;

(b) until the insurer has had a reasonable time to make the examination for which provision is made in statutory condition 8.

Examination of Insured

(4) The insured 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 documents in the insured's possession or control that relate to the matters in question, and the insured shall permit extracts and copies thereof to be made.

Insurer Liable for Cash Value of Automobile

(5) The insurer shall not be liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that actual cash value with proper deduction for depreciation, however caused, and shall not exceed the amount that it would cost to repair or replace the automobile, or any part thereof, with material of like kind and quality, but, if any part of the automobile is obsolete and out of stock, the liability of the insurer in respect thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

Repairing, rebuilding or replacing property damaged or lost

(6) The insurer may repair, rebuild or replace the property that is damaged or lost, instead of making the payment referred to in statutory condition 9, if the insurer gives written notice of its intention to do so within seven days after receipt of the proof of loss.

Time for repairs

(6.1) The insurer shall carry out the repair, rebuilding or replacement referred to in subcondition (6),

(a) within a reasonable period of time after giving the notice required under subcondition (6), if an appraisal referred to in subcondition (2.1) of statutory condition 9 is not carried out in respect of the claim; or;

(b) within a reasonable period of time after the insurer receives the appraisers' determination of the matters in disagreement, if an appraisal referred to in subcondition (2.1) of statutory condition 9 is carried out in respect of the claim.

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New or aftermarket parts

(6.2) For the purposes of subcondition (6), the insurer may repair, rebuild or replace the property with new parts provided by the original equipment manufacturer or with non-original or rebuilt parts of like kind and quality to the property that was damaged or lost.

No Abandonment; Salvage

(7) There shall be no abandonment of the automobile to the insurer without the insurer's consent. If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vest in the insurer.

Time Limit

7. The notice required by sub condition (1) of statutory condition 5 and sub condition (1) of statutory condition 6 shall be given to the insurer within seven days of the incident but if the insured is unable because of incapacity to give the notice within seven days of the incident, the insured shall comply as soon as possible thereafter.

Inspection of Automobile

8. The insured shall permit the insurer at all reasonable times to inspect the automobile and its equipment.

Time and manner of payment of insurance money

9. (1) If the insurer has not chosen to repair, rebuild or replace the property that is damaged or lost, the insurer shall pay the insurance money for which it is liable under the contract,

(a) within 60 days after the insurer receives the proof of loss, if no appraisal referred to in subcondition (2.1) is carried out in respect of the claim; or

(b) within 15 days after the insurer receives the appraisers' determination of the matters in disagreement, if an appraisal referred to in subcondition (2.1) is carried out in respect of the claim.

Reasons for Refusal

(2) If the insurer refuses to pay a claim, it shall promptly inform the insured in writing of the reasons the insurer claims it is not liable to pay.

Resolution of disagreement by appraisal under s. 128 of the Act

(2.1) Section 128 of the Act applies to this contract if,

(a) the insurer has received a proof of loss from the insured in respect of property that is lost or damaged;

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(b) the insured and the insurer disagree on,

(i) the nature and extent of repairs, rebuilding and replacements required or their adequacy, or

(ii) the amount payable in respect of the loss or damage; and

(c) a request in writing that an appraisal be carried out in accordance with section 128 of the Act,

(i) is made by the insured, or

(ii) is made by the insurer and the insured agrees.

When Action may be Brought

(3) The insured shall not bring an action to recover the amount of a claim under this contract unless the requirements of statutory conditions 5 and 6 are complied with.

Limitation of Actions

(4) Every action or proceeding against the insurer under this contract in respect of loss or damage to the automobile or its contents shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or other property shall be commenced within two years next after the cause of action arose and not afterwards.

Who May Give Notice and Proofs of Claim

10. Notice of claim may be given and proofs of claim may be made by the agent of the insured in case of absence or inability of the insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for or, in the like case or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Deductible amounts

10.1 (1) Despite anything in this contract,

(a) the insurer shall be liable only for amounts in excess of the applicable deductible amount, if any, mentioned in this contract; and

(b) any provision in this contract relating to an obligation of the insurer to pay an amount or to repair, rebuild or replace property that is damaged or lost shall be satisfied by paying the amount determined by deducting any applicable deductible amount from,

(i) the amount the insured would otherwise be entitled to recover, or

(ii) the cost of repairing, rebuilding or replacing the property.

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Deemed deductible amount

(2) For the purposes of sub condition (1), an amount that an insurer is not liable to pay by reason of subsection 261 (1) or (1.1) or 263 (5.1) or (5.2.1) of the *Insurance Act* shall be deemed to be a deductible amount under this contract.

Termination

11. (1) Subject to section 12 of the Compulsory Automobile Insurance Act and sections 237 and 238 of the Insurance Act, the insurer may give to the insured a notice of termination of the contract by,

(a) registered mail;
(b) personal delivery;
(c) prepaid courier if there is a record by the person who has delivered it that the notice has been delivered; or
(d) electronic means if the insured consents to delivery by electronic means.

(1.1) If the insurer gives a notice of termination under sub condition (1) for a reason other than non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract or if the insurer gives a notice of termination in accordance with sub condition (1.7), the notice of termination shall terminate the contract no earlier than.

(a) the 15th day after the insurer gives the notice, if the insurer gives the notice by registered mail; or
(b) the fifth day after the insurer gives the notice, if the insurer gives the notice by personal delivery, prepaid courier or electronic means.

(1.2) Subject to sub condition (1.7), if the insurer gives a notice of termination under sub condition (1) for the reason of non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract, the notice of termination shall comply with sub condition(1.3) and shall specify a day for the termination of the contract that is no earlier than,

(a) the 30th day after the insurer gives the notice, if the insurer gives the notice by registered mail; or
(b) the 10th day after the insurer gives the notice, if the insurer gives the notice by personal delivery, prepaid courier or electronic means.

(1.3) A notice of termination mentioned in sub condition (1.2) shall,

(a) state the amount due under the contract as at the date of the notice; and

(b) state that the contract will terminate at 12:01 a.m. of the day specified for termination unless the full amount mentioned in clause (a), together with an administration fee not exceeding the amount approved under Part XV of the Act, payable in cash or by money order or certified cheque payable to the order of the insurer or as the notice otherwise directs, is delivered to the address in Ontario that the notice specifies, not later than

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12:00 noon on the business day before the day specified for termination.

(1.4) For the purposes of clause (a) of sub condition (1.3), if the insured and the insurer have previously agreed, in accordance with the regulations, that the insured is permitted to pay the premium under the contract in instalments, the amount due under the contract as at the date of the notice shall not exceed the amount of the instalments due but unpaid as at the date of the notice.

(1.5) If the full amount payable under clause (b) of sub condition (1.3) is not paid by the time and in the manner that the notice specifies, the contract shall be deemed to be terminated, without any further action being required on the part of the insurer, as of 12:01 a.m. of the day specified for termination.

(1.6) If the full amount payable under clause (b) of sub condition (1.3) is paid by the time and in the manner that the notice specifies, the contract shall not terminate on the day specified for termination and the notice shall have no further force or effect.

(1.7) If, on two previous occasions in respect of the contract, the insurer has given a notice of termination mentioned in sub condition (1.2) and the full amount payable under clause (b) of sub condition (1.3) has been paid by the time and in the manner that the notice specifies and if a non-payment again occurs of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract, the insurer may, by registered mail, personal delivery, prepaid courier if there is a record by the person who has delivered it that the notice has been delivered, or electronic means if the insured consents to delivery by electronic means, give to the insured a notice of termination of the contract and sub condition (1.1) applies to the notice, instead of sub condition (1.2).

(2) This contract may be terminated by the insured at any time on request.

(3) Where this contract is terminated by the insurer,

(a) the insurer shall refund the excess of premium actually paid by the insured over the proportionate premium for the expired time, but in no event shall the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified;

(b) if the termination is for a reason other than non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract or if the insurer gives a notice of termination in accordance with sub condition (1.7), the refund shall accompany the notice, unless the premium is subject to adjustment or determination as to the amount, in which case, the refund shall be made as soon as practicable; and

(c) if the termination is for the reason of non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract and if sub condition (1.7) does not apply to the termination, the refund shall be made as soon as practicable after the effective date of the termination.

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(4) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(5) For the purpose of clause (a) of sub conditions (1.1) and (1.2), the day on which the insurer gives the notice by registered mail shall be deemed to be the day after the day of mailing.

(5.1) For the purpose of clause (b) of subconditions (1.1) and (1.2),

(a) the day on which the insurer gives the notice by prepaid courier shall be deemed to be the day after the day there is a record by the person who delivered it that the notice has been delivered; and
(b) the day on which the insurer gives the notice by electronic means shall be deemed to be the day after the day the notice is sent.

(6) All references in this condition to times of day shall be interpreted to mean the time of day in the local time of the place of residence of the insured.

Notice

12. (1) Written notice may be given to the insurer in the following ways:

1. It may be personally delivered at the chief agency or head office of the insurer in the Province.
2. It may be sent by registered mail to the chief agency or head office of the insurer in the Province.
3. It may be delivered by electronic means.

(2) Written notice may be given to the insured named in this contract in the following ways:

1. It may be personally delivered.
2. It may be delivered by prepaid courier to the latest address of the insured on the records of the insurer if there is a record by the person who has delivered it that the notice has been delivered.
3. It may be sent by registered mail to the latest address of the insured on the records of the insurer.
4. It may be delivered by electronic means if the insured consents to delivery by electronic means.

(3) In this condition, the expression "registered" means registered in or outside Canada.

Statutory Accident Benefits Protected

13. Despite a failure to comply with these statutory conditions, a person is entitled to such benefits as are set out in the *Statutory Accident Benefits Schedule*.

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The Statutory Conditions in Section 8 have been included in each section of the policy where they apply. The chart below details where each condition appears in the policy.

Statutory Condition	Where It Appears
1(1)	1.4.1
1(2)a	1.4.2
1(2)b	1.4.3
1(2)c	1.4.3
2(1)	1.6.2
2(2)	1.6.2
2(3)	1.6.2
2(4)	1.6.2
3	1.6.3
4(1)	1.4.5, 7.2.2
4(2)	1.4.6, 7.2.2
5(1)a	1.4.4, 3.4
5(1)b	3.4
5(1)c	3.4
5(2)a	3.4
5(2)b	3.4
5(3)	3.4
6(1)a	5.4.2, 6.5, 7.5
6(1)b	5.4.2, 6.5, 7.5
6(1)c	5.4.2, 6.5, 7.5
6(2)	5.4.2, 6.5, 7.5
6(3)a	5.4.2, 6.5, 7.5
6(3)b	5.4.2, 6.5, 7.5
6(4)	5.4.2, 6.5, 7.5
6(5)	5.4.4, 6.2, 7.7
6(6)	5.4.3, 6.6, 7.6
6(6.1)	5.4.3, 6.6, 7.6
6(6.2)	5.4.3, 6.6, 7.6
6(7)	5.4.2, 6.5, 7.5
7	1.4.4, 3.4, 5.4.2, 6.5, 7.5
8	1.4.7, 2.2.1, 5.4.2, 6.5, 7.1 7.5
9(1)	1.6.1
9(2)	1.6.1
9(2.1)	5.6.2, 6.7.3, 7.8
9(3)	5.8.1
9(4)	5.9.2, 5.9.3
10	1.5
10.1	5.2.3, 5.7.1, 6.2, 6.4.2, 7.3
11(1)	1.7.2
11(1.1)	1.7.3
11(1.2)	1.7.3

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11(1.3)	1.7.3
11(1.4)	1.7.3
11(1.5)	1.7.3
11(1.6)	1.7.3
11(1.7)	1.7.4
11(2)	1.7.1, 1.7.5
11(3)(a)	1.7.5
11(3)(b)	1.7.5
11(4)	1.7.1
11(5)	1.7.3, 1.7.4
11(6)	1.7.3, 1.7.4
12	1.5

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