

O.E.F. 82
LIABILITY FOR DAMAGE TO NON-OWNED AUTOMOBILES
AND DRIVE, RENT OR LEASE OTHER AUTOMOBILES – NAMED PERSONS ENDORSEMENT
(FOR ONTARIO GARAGE AUTOMOBILE POLICY O.A.P. 4)

Issued To:	Effective Date of Change	Policy Number
Broker:		

In consideration of a premium of \$, or as stated in the Certificate of Insurance, the Insurer agrees to pay on behalf of the person(s) named below, and the spouse of each who lives with such named person, all sums which an Insured is obligated to pay in respect of liability imposed by law, or assumed under a written agreement for loss or damage arising from the care, custody or control of any automobile including its equipment, and resulting from loss or damage caused by a peril for which a premium is specified below.

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

INSURING AGREEMENTS	DEDUCTIBLE	PREMIUM
Section 5: Loss of or damage to non-owned automobiles		
5.1.1 Collision or Upset	\$	\$
5.1.2 Comprehensive	\$	\$
5.1.3 Specified Perils	\$	\$
Total Premium		\$

Provided that,

1. The Perils for which coverage is provided by this endorsement are as described in Section 5 (Loss of or Damage to Owned Automobiles), Section 7 (General Provisions, Definitions and Exclusions) and Section 8 (Statutory Conditions) of the Policy;
2. The coverage provided by this endorsement applies only to an automobile having a manufacturer's gross vehicle weight rating of not more than 4,500 kg or of the type;
3. The Insurer shall not be liable for loss or damage to any automobile;
 - (i) which is owned or licensed in the name of the Insured, or any person insured by this endorsement, or by any person residing in the same dwelling premises of any insured person, or to an automobile which is owned or leased by the employer of these persons, or
 - (ii) which is defined as a "Customer's Automobile" in subsection 7.2.4, of Section 7, or
 - (iii) the use of which is excluded in subsection 7.14 (Excluded Uses) or is an excluded automobile in subsection 7.15 (Excluded Automobiles), in Section 7.
4. Where applicable to the coverage provided by this endorsement, the Additional Agreements of Insurer under Section 1 of the Policy shall apply to this endorsement;
5. The Insurer shall not be liable under this endorsement for any amount in excess of \$ for any one occurrence, exclusive of amounts under provision 4 above;
6. Such automobile is being used with the consent of the owner or lessee.

In addition to the coverage provided above, the insurer agrees that the following coverage applies:

DRIVE, RENT OR LEASE OTHER AUTOMOBILES COVERAGE - NAMED PERSON(S)

It is agreed that the Insurer will provide coverage only with respect to Section 1 (Third Party Liability), Section 2 (Accident Benefits), Section 3 (Uninsured Automobile Coverage), and Section 4 (Direct Compensation - Property Damage), for an automobile having a manufacturer's gross vehicle weight rating of not more than 4,500 kilograms, while personally driven, rented or leased, by any person named in this endorsement, provided that:

- (i) such named person is not driving such other automobile in connection with the business of selling, repairing, maintaining, servicing, storing or parking automobiles;
- (ii) such other automobile is not used for carrying passengers for compensation or hire or for commercial delivery at the time of loss;
- (iii) for all coverages except Accident Benefits, such other automobile is not owned by or frequently used by either the Insured or by such named person or by any person or persons residing in the same dwelling premises as either the Insured or such named person;
- (iv) for all coverages except Accident Benefits, such other automobile is not owned, hired or leased by the employer of the Insured or of such named person or by the employer of any person or persons residing in the same dwelling premises as either the Insured or such named person;
- (v) if such named person is driving such other automobile while an excluded driver under the policy insuring such other automobile, this policy will provide coverage under Section 1 (Third Party Liability) and Section 3 (Uninsured Automobile Coverage); and
- (vi) Section 4 (Direct Compensation-Property Damage) coverage applies only when such other automobile is in the care, custody or control of a person insured by this endorsement and is not insured under another motor vehicle liability policy.

It is also agreed that the Insurer will provide coverage under Section 1 (Third Party Liability) to the persons named above who rent or lease automobiles having a manufacturer's gross vehicle weight rating of not more than 4,500 kilograms, for periods of not more than 30 days, but only with respect to the liability of the insured persons for the negligence of the drivers of the rented or leased automobiles, and that the Insurer will not provide this additional coverage if the driver of the rented or leased automobile is an excluded driver under this policy.

Coverage applies to persons named above and the spouse of each, who lives with such named person, provided such persons or their spouse do not own an insured automobile or lease an automobile insured under a policy extended by a Permission to Rent or Lease Endorsement (Specified Lessee) or similar endorsement.

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