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Understanding Automobile Insurance

FSRA is actively reviewing all FSCO regulatory direction, including but not limited to forms, guidelines and FAQs.

Until FSRA issues new regulatory direction, all existing regulatory direction remains in force.

The content on this web page has moved to www.fsrao.ca . Visit <https://www.fsrao.ca/consumers/auto-insurance> to update your bookmarks.

Whether you're shopping around for auto insurance, your policy is about to expire, or you're looking to save money on your current policy, it is important to understand how your policy works.

The following information is designed to help you understand your auto insurance policy and all the various parts that make up your coverage, and to help you you to purchase the insurance coverage that meets your needs.

This is not a legal document and does not in any way modify or replace your auto insurance policy. For more detailed information, make sure to read your Ontario Auto Policy.

If you do not have a copy of your Ontario Auto Policy, you may ask your insurance agent, broker, or company representative for a copy, or [download a copy of the standard policy](#) .

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Auto Insurance - It's the Law!

Ontario law requires that all motorists have auto insurance.

Fines for vehicle owners, lessees, and drivers who do not carry valid auto insurance can range from \$5,000 to \$50,000.

If you are found driving without valid auto insurance, you can have your driver's licence suspended and your vehicle impounded.

If you are convicted of driving without valid auto insurance, your insurance company may consider you a **"high-risk" driver** and charge you higher premiums or refuse to sell you insurance altogether. If you are injured in an accident while driving or occupying an uninsured vehicle:

- you may not be entitled to receive income replacement and/or non-earner benefits; and
- you may not be allowed to sue the at-fault driver for compensation as a result of injuries received in the accident.

More importantly, if you are found to be at fault for an accident causing injury or death to another person, you may be held personally responsible for his/her medical costs and other losses.

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Where Can You Purchase Auto Insurance?

You have several options. You may purchase auto insurance from a licensed:

- insurance broker;
- insurance agent; or
- direct writer.

Insurance brokers sell insurance on behalf of a number of different insurance companies and will find you the best rate just from those companies. You have the right to ask your broker to provide you with the names of all the companies he or she represents.

Insurance agents generally represent only one insurance company.

Direct writers are insurance companies that sell their own insurance products directly to consumers.

There are several ways to find an insurance agent, broker, or direct writer:

- Ask family and friends if they would recommend their own broker, agent, insurance company, or direct writer.
- Consult your local business telephone directory under "Insurance Agents," "Insurance Brokers" and "Insurance-General."
- To locate a broker near you, visit www.myinsuranceshopper.ca or learn more at the [Insurance Brokers Association of Ontario \(IBAO\)](#).
- For information on insurance companies, visit [Insurance Bureau of Canada \(IBC\)](#).
- For information on direct writers, visit [Canadian Association of Direct Relationship Insurers \(CADRI\)](#).

There are many insurance companies who sell auto insurance in Ontario, so it is important to do your homework. There are six things you should think about when selecting your agent, broker or insurance company. All are important:

1. **Licensed:** Remember, insurance can only be sold by a licensed broker, agent or insurance company in Ontario. To find out if your [insurance broker](#) is licensed to do business in the province, visit the Registered Insurance Brokers of Ontario website. To find out if your [insurance agent](#) or [insurance company](#) is licensed to do business in the province, visit the Financial Services Commission of Ontario website.
2. **Rates:** Many companies sell insurance policies and rates vary greatly from one to another, so it pays to shop around. Get at least three quotes from different direct writers, brokers and agents. There is more information that will tell you [how insurance rates are set](#) and [how to save on auto insurance](#).
3. **Coverage:** While basic auto insurance policies are standardized to some extent, it's still important to compare policies in terms of coverage as the particular amounts and range of coverage (for example: deductibles, limits and optional coverages) may differ from company to company.
4. **Claims or Accident Forgiveness:** You may want to question what the company's practices are if you have an at-fault claim or under what circumstances your insurance would not be renewed. Most insurers have some accident forgiveness provisions, or you can purchase an endorsement to receive this coverage. Insurers can no longer use a minor at-fault accident that occurs on or after June 1, 2016 meeting certain criteria to increase your premiums. The criteria include that no payment has been made by any insurer, that there are no injuries, and that damages to each car and property were less than \$2,000 per car and were paid by the at-fault driver. This provision is limited to one minor accident every three years.
5. **Service:** When making your insurance purchasing decision remember, it is not always wise to buy the cheapest insurance policy you can find. Shop around to compare service as well as price.
6. **Comfort:** Whether you buy it from an agent, a broker, or directly from the company, you should feel comfortable with your insurance purchase. Select an insurance representative who takes the


time to answer your questions. Make sure that the agent, broker or company will be easy to reach if you have a question or need to file a claim.

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Approaching Your Broker, Agent or Insurance Company

In order to quote you a premium, or sell you an automobile insurance policy, your broker, agent or insurance company will require some basic information about:

- you;
- your vehicle;
- your driving record;
- your current broker, agent or insurance company; as well as
- any other drivers.

It's a good idea to have all this information on hand before you contact your insurance representative. Use this [printable version](#)  of the table below to help you.

You must be accurate and honest, and update your insurance representative if your circumstances change. Your auto insurance rates are based on the information you have given to your broker, agent, or insurance company. An insurance company has the right to cancel your policy if the information you have given is not correct or complete. Non-disclosure or misrepresentation on your part of any of these facts could cause your rates to go up. Furthermore, it could render your policy null and void, and leave you without protection in the event of a claim.

Note: Auto insurance companies and their agents/brokers are prohibited from requiring that you consent to the collection and use of your credit information before providing an insurance quote or offering to renew a policy. They are also prohibited from using credit information when they respond to requests for quotes, or process applications for automobile insurance or renewals of policies.

Remember, it is not only the driver but also the owner of the vehicle who is liable when an accident is caused with his or her vehicle. This puts a heavy onus on owners to ensure that they give only licensed and competent drivers permission to operate their vehicle!

Your Car	
Make:	Model:
Year:	Distance driven one way to work:
Annual mileage:	Do you use your car for business? Y N
Vehicle Identification Number (VIN):	

Your Current Broker, Agent, or Insurance Company and Coverages/Deductibles and Rates	
Name:	Company:
Phone:	Insurance policy number:
Coverage:	Deductibles:
Your current annual insurance rate:	
You (as principal driver)	
Gender:	Birth Date:
Marital Status:	
Number of years you have been licensed to drive in Canada or the U.S.:	
Your driver's licence number:	
Has your policy ever been cancelled for non-payment or any other reason?	
first-time driver:	
Did you receive a Driver Training Certificate? Y N	
List details of all accidents and claims in the past 6 years:	
List details of all traffic violations (not including parking tickets) in the past 3 years:	
Coverages:	Deductibles:
Other (Occasional) Drivers	
Gender:	Birth Date:
Marital Status:	
Number of years licensed to drive in Canada or the U.S.:	
Date of receiving G1, G2 and G license:	
Did they receive driver training? Y N	Do they have a Driver Training Certificate? Y N
List details of all accidents and claims in the past 6 years.	
List details of all traffic violations (not including parking tickets) in the past 3 years.	

Be prepared to ask some questions of your own so that you can compare quotes:

- How do I reach you if I need to ask a question or file a claim?
- Are there any **optional coverages** I should consider?
- Please break down the premium costs to me for each optional coverage I have selected or receive as part of my standard auto policy.
- How will my premium be affected if I am in an accident?
- What **discounts** does the insurance company offer?

Other important facts to remember when dealing with your insurance company include:

- If you want to change insurance companies and cancel your existing policy before it expires, you may have to pay a penalty. You may instead want to have the new policy start once your existing policy expires.
- You should receive your policy renewal from your insurance company approximately 30 days before it expires. This allows you to change your policy, examine policy changes, or shop around.
- If you don't want to renew your policy, you should notify your broker, agent, or insurance company immediately. Don't just stop making payments: that will result in cancellation of your policy because of non-payment and possibly put you in a higher risk category.
- Your insurer can cancel your policy for non-payment of premiums, so long as it follows certain procedures. As required by the Insurance Act, the insurer must give you 15 days' notice of termination by registered mail or five days written notice of termination if it's personally delivered. If you pay the outstanding premium before the end of the notice period, the insurer may, but is not required to, keep the policy in force. If the insurer does not receive your payment before the end of the notice period, your policy will be cancelled for non-payment.
- If there is a lapse in your coverage due to cancellation of your policy because of non-payment of premiums, insurance companies may then charge you higher premiums for a future policy.
- Your auto insurance policy requires that any accident involving injury or property damage, be reported to your insurance company within seven days, regardless of who is at fault. If you are unable to report within seven days, you must report it as soon as possible after the accident.

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This content has been moved to www.frao.ca. Visit <https://www.fsrao.ca/consumers/auto-insurance/understanding-automobile-insurance#policy> to update your bookmarks.

Your Auto Insurance Policy

Your insurance company is responsible for providing you with the insurance coverage summarized on the Certificate of Automobile Insurance you receive each year on renewal or when you purchase insurance, and for which you pay a premium.

Your Certificate of Automobile Insurance:

- lists the vehicles that are insured
- lists the coverages purchased, including any optional coverages you have selected
- provides a description of how you were rated for the premiums charged, and
- indicates the period during which you are covered by insurance.

It is important that you read this certificate. You only have insurance coverage for a vehicle if your Certificate of Automobile Insurance shows a premium for that vehicle or shows that the coverage is provided at no cost.

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What's in a Standard Auto Insurance Policy?

If you own a vehicle in Ontario, you are required to, at the very least, purchase the following automobile insurance coverage:

Third-Party Liability Coverage:

This section of your automobile insurance policy protects you if someone else is killed or injured, or their property is damaged. It will pay for claims as a result of lawsuits against you up to the limit of your coverage, and will pay the costs of settling the claims. By law you must carry a minimum of \$200,000 in Third-Party Liability coverage but options exist to increase the minimum amount.

Statutory Accident Benefits Coverage:

This section of your automobile insurance policy provides you with benefits if you are injured in an automobile accident, regardless of who caused the accident, including supplementary medical, rehabilitation and attendant care, caregiver, non-earner and income replacement benefits. Options exist to increase most of these coverages.

Direct Compensation - Property Damage (DC-PD) Coverage:

This section of your automobile insurance policy covers damage to your vehicle or its contents, and for loss of use of your vehicle or its contents, if another person was at fault for the accident. It is called direct

compensation because even though someone else causes the damage, you collect directly from your own insurer.

Note: Coverage under the DC-PD section of your automobile insurance policy only applies if the following conditions are met:

- the accident took place in Ontario;
- there was at least one other vehicle involved in the accident; and
- at least one of the other vehicles is also insured by an insurance company that is licensed in Ontario or has signed a special agreement with FSCO to provide this coverage.

If these conditions are not met, then you can make a claim on your optional Collision coverage (if you have it), whether or not you are at fault. If you don't have Collision coverage, you may be able to pursue recovery from the at-fault driver.

Uninsured Automobile Coverage:

Protects you and your family if you are injured or killed by a hit-and-run driver or by an uninsured motorist. It also covers damage to your vehicle caused by an identified uninsured driver.

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Increasing Your Liability and Accident Benefits Coverage

In addition to the mandatory minimum coverages that are required by law, you may purchase higher liability limits under your Third-Party Liability Coverage, as well as increased Accident Benefits Coverages. You have choices and flexibility over optional or increased coverages and the price you pay for auto insurance. These options allow you to customize your policy to better suit your needs.

Your insurance representative will be able to help you decide what level of coverage is best for you.

Increased Third Party Liability Coverage:

While you are legally required to carry a minimum of \$200,000, you may want to increase this coverage. The cost to increase your Third-Party Liability coverage to \$500,000, \$1 million or \$2 million is small in most cases.

Optional Accident Benefits Coverages:

You may also want to consider increasing your Statutory Accident Benefits coverage by buying any or all of the optional benefits listed below.

- **Income Replacement Benefits:** If you cannot work as the result of an automobile accident, you may be eligible for basic weekly income replacement benefits of 70 per cent of your gross income up to \$400. If this is not enough to cover your current after tax income level, you may

want to consider buying optional income replacement benefits to increase your maximum weekly benefit to \$600, \$800 or \$1,000. When considering the amount of coverage you will need, keep in mind you are required to first claim wage loss benefits from a disability plan you have purchased or workplace benefits that you have access to.

- **Medical, Rehabilitation and Attendant Care Benefits:**

For policies issued or renewed on or after June 1, 2016, the standard maximum amount for medical, rehabilitation and attendant care expenses, such as physiotherapy, chiropractic treatment or an aide to assist you if you have been seriously injured is \$65,000. If you are catastrophically injured, the standard maximum is \$1,000,000. You can buy optional benefits which will cover up to \$130,000 in medical, rehabilitation and attendant care expenses for non-catastrophic injuries, or an additional \$1,000,000 for catastrophic injuries, bringing the total for catastrophic injuries to \$2,000,000. There is also an optional benefit for medical, rehabilitation and attendant care expenses for all injuries that will increase the combined non-catastrophic benefit to \$1,000,000 and the combined catastrophic benefit total to \$2,000,000. If you purchase both the optional medical, rehabilitation and attendant care benefit for catastrophic injuries and the optional benefit for all injuries, the total benefit amount for a catastrophic injury will be \$3,000,000.

Keep in mind that many health care expenses are not covered by OHIP, or only partially covered, including physiotherapy and chiropractic treatment, mobility devices (crutches, wheelchairs), modifications to your home and car that you may require, and other specialized goods and services. Minor injuries may only require a few thousand dollars in treatment. The most serious injuries (brain injuries, amputations) are permanent and may require hundreds of thousands of dollars in specialized goods and services on an ongoing basis. You may need the services of an attendant 24 hours a day. Review any extended health care plan you have access to, such as through work, to help you decide how much coverage you require.

- **Caregiver Benefits:** If you are not employed, are providing care full-time to dependants like children or aging parents, and can no longer provide that care as the result of an automobile accident, you may be eligible for caregiver benefits if you need to hire someone to care for your dependants. The maximum amount for caregiver benefits is \$250 per week for the first dependant, plus \$50 per week for each additional dependant. The standard coverage can only be claimed by those who are catastrophically injured in an auto accident. You can extend coverage so that it can be claimed for all injuries by purchasing an optional benefit. If you have children you need to consider who will look after them if you are injured in an auto accident.
- **Housekeeping and Home Maintenance Expenses:** If you are unable to perform your usual housekeeping or home maintenance duties, you may be eligible for these benefits if you need to hire someone to perform the duties. The maximum benefit payment is \$100 per week. The standard coverage can only be claimed by those who are catastrophically injured in an auto accident. You can extend coverage so that it can be claimed for all injuries by purchasing the optional benefit. If you normally do the cleaning and maintenance of your home, you need to

consider who will look after these things if you are injured in an auto accident.

- **Death and Funeral Benefits:** In the event that you die as a result of an auto accident, the standard amount which will be paid is \$25,000 to your eligible spouse, \$10,000 to each dependant, and a maximum of \$6,000 for funeral expenses. If you buy optional benefits, you can increase these amounts to \$50,000 to your eligible spouse, \$20,000 to each dependant, and \$8,000 for funeral expenses.

Other Optional Coverages

Options exist to purchase any of the other additional coverages and benefits listed below.

- **Dependant Care Benefits:** This optional benefit is not provided in a standard auto insurance policy. Optional dependant care benefits cover up to \$75 per week for the first dependant and \$25 for each additional dependant but can only be claimed if you were employed at the time of the accident, are not receiving a caregiver benefit, and have to pay for additional childcare expenses as a result of the accident.
- **Indexation:** This optional benefit is not provided in a standard auto insurance policy. If purchased it provides for an annual adjustment for inflation for Income Replacement, Medical, Rehabilitation and Attendant Care and other benefits, determined according to the Consumer Price Index of Canada.

If you have benefits from your employer or another policy, you may already have some level of coverage for some or all of the optional benefits listed above. You should consider these benefits as you review your coverage options.

Summary of optional accident benefits coverage available for policies issued on or after June 1, 2016

Coverage	Options available to increase your benefits
Medical, Rehabilitation and Attendant Care benefits - for non-catastrophic injuries	Increase the benefit for medical, rehabilitation and attendant care including assessment costs for non-catastrophic injuries to \$130,000.
Medical, Rehabilitation and Attendant Care benefits - for catastrophic injuries	Add an additional \$1,000,000 for medical, rehabilitation and attendant care benefits including assessment costs for catastrophic injuries, for a total of \$2,000,000.

Medical, Rehabilitation and Attendant Care benefits – for all injuries	<p>Increase the benefit for medical, rehabilitation and attendant care including assessment costs for non-catastrophic injuries to \$1,000,000 and the benefit for medical, rehabilitation and attendant care including assessment costs for catastrophic injuries, to \$2,000,000.</p> <p>You may purchase both the increased coverage for catastrophic injuries, and this increased coverage for all injuries. If so, you will increase the benefit for non-catastrophic injuries including assessment costs to \$1,000,000 and the benefit for catastrophic injuries including assessment costs to \$3,000,000.</p>
Caregiver benefit	Make the amounts available in your standard policy for catastrophic injuries (up to \$250 per week for the first dependant plus \$50 for each additional dependant), available for all injuries.
Housekeeping and Home Maintenance expenses	Make the amounts available in your standard policy for catastrophic injuries (up to \$100 per week), available for all injuries.
Income Replacement benefit	Increase the weekly limit to \$600, \$800 or \$1,000.
Death and Funeral benefits	Increase the amounts provided in your standard policy to a \$50,000 lump sum to an eligible spouse; \$20,000 lump sum to each dependant; maximum \$8,000 for funeral benefits.
Indexation benefit – applicable to income replacement benefit, non-earner benefit, caregiver benefit, and medical, rehabilitation and attendant care benefit	Annual adjustment for inflation according to the Consumer Price Index for Canada.

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Extra Coverage for Loss or Damage to Your Vehicle

In addition to the standard policy coverages you may also buy extra coverage for loss or damage to your vehicle including:

Specified Perils Coverage:

This coverage pays for losses caused by one of the following perils: fire; theft or attempted theft;

lightning, windstorm, hail, or rising water; earthquake; explosion; riot or civil disturbance; falling or forced landing of an aircraft or parts of an aircraft; or the stranding, sinking, burning, derailment or collision of any kind of transport in, or upon which an insured vehicle is being carried on land or water.

Comprehensive Coverage:

This coverage pays for losses, other than those covered by Collision or Upset, including perils listed under Specified Perils, falling or flying objects, missiles and vandalism.

Collision or Upset Coverage:

This coverage pays for losses caused when an insured vehicle is involved in a collision with another object, including another vehicle, or rolls over. "Object" includes: another vehicle or a trailer that is attached to the vehicle that is covered by your insurance policy; the surface of the ground, and any object in or on the ground.

All Perils Coverage:

This combines Collision or Upset and Comprehensive coverages. In addition, it covers loss or damage caused if a person who lives in your home steals the vehicle that is covered by your insurance policy. All Perils also covers you if an employee who drives or uses, services or repairs that vehicle, steals it. For example, if you take your vehicle to a garage for repairs and an employee involved in the repair of your vehicle steals it, All Perils would cover you.

Note: A deductible may apply to all of the above coverages.

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Optional Policy Endorsements

Additional optional enhancements, also known as policy endorsements or Ontario Policy Change Forms (OPCF), are special agreements that allow you to change, add or reduce the amount of coverage for certain situations.

The six most common policy endorsements are:

Rented or Leased Vehicles (OPCF 5):

This endorsement extends coverage to a vehicle that you drive, but that is owned by a leasing company.

Transportation Replacement (OPCF 20):

This coverage, also referred to as "Loss of use", covers the cost of a rental vehicle while your vehicle is being replaced or repaired, if the damage or loss is caused by a peril for which you are insured.

Liability for Damage to Non-Owned Automobile(s) and Other Coverages (OPCF 27):

This endorsement provides physical damage coverage to vehicles that you may operate but do not personally own – such as a vehicle that you have rented or borrowed – subject to a deductible. It also

provides Liability, Accident Benefits, Uninsured Automobile and Direct Compensation-Property Damage coverages in specific circumstances.

Removing Depreciation Deduction (OPCF 43):

This coverage removes the insurer's right to deduct depreciation from the value of your vehicle when settling a claim for loss or damage caused by a peril for which you are insured.

Family Protection Coverage (OPCF 44R):

This coverage protects you, or an eligible member of your family, to the same limits as your Third-Party Liability coverage if you are involved in an automobile accident where you are not at fault, with someone who carries less insurance, no insurance, or is an unidentified driver (e.g., hit and run).

Added Coverage to Offset Tort Deductibles (OPCF 48):

This endorsement reduces the deductible associated with court awarded compensation for pain and suffering by \$10,000 for non-Family Law Act claims and by \$5,000.00 for Family Law Act claims.

Please keep in mind that these are only some of the many policy endorsements available for purchase. Ask your broker, agent or insurance company which policy endorsements would benefit you.

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Exclusions in Standard Auto Policy

Recognize that:

- Mechanical failure or breakdown, rusting, wear and tear, freezing or explosion within the engine and damage to tires, are not covered unless they result from an insured peril (such as a collision).
- Your insurance company is allowed to deny payment for loss or damage caused to the vehicle in an accident, if you or anyone you let drive your vehicle:
 - was unable to maintain proper control of the vehicle because you (or he and she) was driving under the influence of alcohol or drugs; or
 - is convicted of one of the following Criminal Code offences (or any similar offences under any other law in Canada or the United States) relating to the use, care, or control of the vehicle:
 - causing death or injury by criminal negligence,
 - dangerous operation of a vehicle,
 - failure to stop at the scene of an accident,
 - driving a vehicle when impaired or with more than 80 mg of alcohol in

the blood,

- refusal to provide the police with a breath sample,
- causing injury when driving a vehicle while impaired or with over 80 mg/100ml of alcohol in the blood, or
- driving the vehicle while disqualified from doing so.

Except for certain accident benefits, there is no coverage for anyone, including passengers, if:

- Your vehicle is driven by a person without your consent, or by someone specifically excluded from your policy by the OPCF 28A (Excluded Driver Endorsement).
- The vehicle is used to carry explosives or radioactive materials.
- The vehicle is used as a taxicab, bus, or sightseeing vehicle, or to carry paying passengers such as with a ride-sharing service.
 - If you are intending to participate in a ride-sharing service as a driver, you should check with your auto insurance representative to ensure you have proper insurance that protects the driver, passenger and others.

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What are Underwriting Rules?

When shopping for auto insurance, or when trying to renew your auto insurance policy, keep in mind that an insurance company's underwriting rules will affect whether or not you can obtain insurance - or continue to be insured - with that insurance company.

Check with your broker, agent, or insurance company to find out what your company's underwriting rules are and how they may affect you.

While underwriting rules differ from company to company, these are some of the more common rules:

- whether you or drivers in your household have had more than a certain number of driving convictions or at-fault accidents;
- whether you've had an auto insurance policy cancelled a number of times because you failed to pay your premium; and
- whether you've failed in the past to provide correct or complete information when applying for auto insurance.

All underwriting rules used by insurance companies must be filed with FSCO.

Once FSCO has reviewed and approved these rules, insurance companies may not use other rules to deny you coverage.

If an insurance company refuses to sell you an insurance policy, or to renew your policy, the company must advise you in writing of which rule (or rules) it has used to deny coverage to you.

Underwriting rules that do not comply with the Insurance Act or the regulations, such as those which are contrary to public policy, are prohibited. These include rules which deny insurance to individuals based on such factors as:

- credit history,
- physical or mental disability,
- where you live or the location of the vehicle, and
- whether you are newly licensed or a driver new to Canada.

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High Risk Drivers

Although an individual insurance company may refuse to sell you auto insurance if its approved underwriting rules determine you to be a "high risk," the insurance industry as a whole cannot refuse to sell you basic insurance.

High-risk drivers are those drivers who have had a number of convictions or at-fault accidents, had policies cancelled because they haven't paid their premiums, or have other risk-related characteristics.

The Facility Association, an insurance pool that all auto insurance companies belong to, is an insurer of last resort, which makes auto insurance available to high-risk drivers who are unable to find automobile insurance in the regular market. As well, there are a number of "non-standard" insurers that specialize in insuring high-risk drivers.

For more information visit the [Facility Association website](#)  or call their Toll-free number: 1-800-268-9572.

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