

Ontario Application for Automobile Insurance

Owner's Form (OAF 1)

**This is your Application for Automobile Insurance.
Check it carefully and notify your
Broker/Agent of any errors or of any changes
in the future.**

**Some of the terms used in this
application are explained further on page 4.**

Retain this document for your Records.

Insurance Company

Broker/Agent

***The Applicant must receive a copy of the signed application.
A supplementary form for commercial or public use automobiles may be necessary.***

Ontario Application for Automobile Insurance Owner's Form (OAF 1)

Policy No. Assigned

New policy <input type="checkbox"/>	Replacing Policy No. <input style="width: 100%;" type="text"/>	Company bill <input type="checkbox"/>	Broker/Agent bill <input type="checkbox"/>	Other (specify) <input style="width: 100%;" type="text"/>	Language Preferred <input type="checkbox"/> English <input type="checkbox"/> French
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Insurance Company (Insurer)	Broker/Agent
	Broker Code:

1 Applicant's Name & Postal Address Lessor (if applicable)

Name and Address	Name and Address
Postal Code	Postal Code
Phone No. Home () Work ()	Phone No. () Fax ()

2 Policy Period (all times are local times at the applicant's address shown above)

Effective Date: Year Month Day Time: a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	Expiry Date: Year Month Day at 12:01 a.m.
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3 Described Automobile - Each automobile will be used primarily in the vicinity of the applicant's address, unless otherwise stated in Remarks.

Auto No.	Model Year	Make or Trade Name	Model	Body Type	Cylinders or C.C.	MFR's G.V.W. Rating
1.						
2.						
3.						

Auto No.	Vehicle Identification No. (Serial No.)	Owned?	Leased?	Purchased/Leased		Purchase Price (including options & taxes)	Automobile Use												
				Year	Month		New?	Used?	Pleasure	Commute One-Way	Business	Farm	Commercial						
1.																			
2.																			
3.																			

Auto No.	Estimated Annual Driving Distance	Is any automobile used for car pooling? If Yes, give no. of Passengers and Details	Type of Fuel Used			Unrepaired Damage? (If Yes, give details in remarks Section)	Modified /Customized? (See Note 1)	Has Inspection been Completed?		Not Required
			Gas	Diesel	If other, give details:			Yes	No	
1.	km	Yes <input type="checkbox"/> No <input type="checkbox"/>				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	
2.	km	Yes <input type="checkbox"/> No <input type="checkbox"/>				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	
3.	km	Yes <input type="checkbox"/> No <input type="checkbox"/>				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	

Auto No.	Lienholder Name & Postal Address
1.	
2.	
3.	

- Is the applicant both the Registered Owner **and** the Actual Owner of the described automobile(s)? Yes No
- If No, give details:
- Will any of the described automobiles be rented or leased to others, or used to carry passengers for compensation or hire, or haul a trailer, or carry explosives or radioactive material? Yes No
- If Yes, give details:
- Total number of automobiles in the household or business.

4 Driver Information – List all drivers of the described automobile(s) in the household or business.

Driver No.	Name as shown on Driver's Licence	Driver's Licence Number	Date of Birth			Sex	Marital or Same-Sex Partner Status
			Year	Month	Day		
1.							
2.							
3.							
4.							

Driver No.	Driver Training Certificate Attached?	Date First Licensed in Canada			Other class of licence, if any			Percentage Use by Each Driver			Are any other persons in the household or business licensed to drive? Yes <input type="checkbox"/> No <input type="checkbox"/>	Do any drivers qualify for Retiree Discount? (See Note 2)
		Class	Year	Month	Class	Year	Month	Auto. 1	Auto. 2	Auto. 3		
1.	Yes <input type="checkbox"/> No <input type="checkbox"/>											Yes <input type="checkbox"/> No <input type="checkbox"/>
2.	Yes <input type="checkbox"/> No <input type="checkbox"/>											Yes <input type="checkbox"/> No <input type="checkbox"/>
3.	Yes <input type="checkbox"/> No <input type="checkbox"/>											Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	Yes <input type="checkbox"/> No <input type="checkbox"/>											Yes <input type="checkbox"/> No <input type="checkbox"/>

If a driver is licensed less than 6 years in Canada, driving experience in other countries may be recognized. Attach proof of other licensing and insurance.

What are the details of the applicant's most recent automobile insurance?

Insurance Company	Policy No.	Expiry Date	Year Month Day
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To the applicant's knowledge...

- Has any driver's licence, vehicle permit etc, issued to a person in the household or business been suspended or cancelled in the last 6 years? Yes No
- If Yes, give details:
- Has any insurance company cancelled automobile insurance for the applicant or any listed driver in the last 3 years? Yes No
- If Yes, give details:
- During the last 3 years, has any automobile insurance policy issued to the applicant or any listed driver been cancelled or has any claim been denied for material misrepresentation? Yes No
- If Yes, give details:
- Has the applicant or any listed driver been found by a court to have committed a fraud connected with automobile insurance? Yes No
- If Yes, give details:

5 Previous Accidents and Insurance Claims

Give details of all accidents or claims arising from the ownership, use or operation of any automobile by the applicant or any listed driver during the last 6 years.

Driver No.	Auto No.	Date			Type of Claim*							Amount Paid or Estimate	Details (Use Remarks Section if necessary)	
		Year	Month	Day	BI	PD	AB	DCPD	UA	Coll/AP	Comp/SP			

*BI-Bodily Injury, PD-Property Damage, AB-Accident Benefits, DCPD-Direct Compensation-Property Damage, UA-Uninsured Automobile, Coll-Collision, AP-All Perils, Comp-Comprehensive, SP-Specified Perils

Insurance Coverages Applied For

Ontario motorists must have the following basic coverages: Liability, Accident Benefits, Uninsured Automobile and Direct Compensation – Property Damage. You may also purchase additional insurance for Loss or Damage to the automobile and Optional Increased Accident Benefits. This is a brief explanation of the insurance coverages available to you. For complete details consult your policy. Your Insurer will supply you with a copy of the policy if you request it.

Liability

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

Accident Benefits

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

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

Increased Income Replacement – the basic level of income replacement provided in the policy (\$400 per week maximum) can be increased by purchasing optional coverage so that the weekly limit is up to \$600, \$800 or \$1,000. All income replacement benefits are based on 80% of your net weekly income.

Increased Caregiver and Dependant Care – the basic level of caregiver benefits for care expenses of persons who are not employed but care for dependants (up to \$250 per week for the first person needing care, and \$50 per week for every additional person) can be increased by purchasing optional coverage so that the weekly limit is up to \$325 for the first person and \$75 for additional persons. There is no basic benefit for persons who are employed and care for dependants, but if you purchase this optional coverage you can receive a benefit to cover additional weekly dependant care expenses of \$75 for the first dependant, and \$25 for each additional dependant, up to \$150 per week.

Increased Medical, Rehabilitation and Attendant Care – the basic benefit pays up to \$100,000 for medical and rehabilitation expenses, with a 10 year time limit in most cases, and up to \$72,000 for attendant care expenses. If catastrophically impaired, the basic benefit pays up to \$1,000,000 for medical and rehabilitation expenses and up to \$1,000,000 for attendant care expenses. You can purchase optional coverage of \$1,000,000 above the basic coverage, and that provides no limitation on the time for which these expenses are paid.

Increased Death and Funeral – the basic level of death benefits paid to the surviving spouse or surviving same-sex partner and dependant of a person who is killed (\$25,000 to surviving spouse or surviving same-sex partner; \$10,000 to surviving dependant) can be doubled by purchasing this optional coverage. This coverage also increases the basic funeral expense benefit from \$6,000 to \$8,000.

Indexation Benefit – this optional coverage will ensure that certain weekly benefit payments and monetary limits will increase on an annual basis to reflect changes in the cost of living.

Uninsured Automobile

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

Direct Compensation – Property Damage

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

Loss or Damage

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

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

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

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

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

Special Notes

Note 1: Modified/customized includes changes, other than repairs or restorations, that affect the original manufacturer's design specifications or increase the value of the automobile. These may include, but are not limited to: engine modifications; paint changes; non-factory installed wheels, tires and electronic accessories and equipment, etc. If you are insured for "Loss or Damage Coverage", there is a \$1500 limit on non-factory installed electronic accessories and equipment.

Note 2: Retiree Discount – You may be entitled to a discount if you are the principal operator of a described automobile, are retired, have not been employed for 26 weeks or more in the last 52 weeks, do not earn or receive income from any office or employment, are not engaged in any professional occupation and are not operating a business. To qualify, you must be at least age 65, or receiving a pension under the Canada Pension Plan, the Quebec Pension Plan, or a pension registered under the Income Tax Act. If you qualify, your broker or agent will ask you to sign a declaration to confirm this.

OPCF 5

**Permission to Rent or Lease Automobiles and
Extending Coverage to the Specified Lessee(s)**

Issued to	Effective Date of Change <small>Year Month Day</small>	Policy Number
<input type="checkbox"/> This change applies only to automobile(s) number.....indicated on your Certificate of Automobile Insurance. <input type="checkbox"/> See your Certificate of Automobile Insurance for which automobile(s) this change applies to.		

1. Purpose of This Change

This change is part of your policy.

■ **Lessor**

It permits the lessor to rent or lease automobile(s) to the lessee who has completed the Ontario Application for Automobile Insurance - Owner's Form (OAF 1).

■ **Lessee**

It provides coverage to the lessee as if the lessee were the named insured, and to every other person who uses or operates the automobile with the lessee's consent. The coverage will not exceed the limits and amounts shown on the Certificate of Automobile Insurance.

2. Changes to Your Policy

2.1 In the following Sections of your policy, the word "you" will include the lessee:

- Section 1, "Introduction", except in 1.4.3 where "you" means the owner, and in 1.6.2 and 1.6.3 where "you" means the lessee;
- Section 3, "Liability Coverage," except in 3.5.1 where "you" means the lessee;
- Section 6, "Direct Compensation - Property Damage Coverage;" and
- Section 7, "Loss or Damage Coverages (Optional)," except in 7.4.3 and 7.4.4 where "you" means the lessee.

2.2 In the following Sections of your policy, the word "you" means the lessee:

- Section 2, "What Automobiles Are Covered,"
- Section 4, "Accident Benefits Coverage," and
- Section 5, "Uninsured Automobile Coverage."

2.3 In Section 1.8.2 of your policy, "Excluded Drivers and Driving Without Permission," "owner" means the lessee.

2.4 Section 1.8.3 of your policy, "Rented or Leased Auto," is changed to the following:

Except for certain Accident Benefits coverage, there is no coverage under this policy if the automobile is rented or leased to someone other than the lessee named in the policy. 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.

2.5 Section 1.8.4 of your policy is changed to the following:

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 leases from the lessor the automobile involved in an incident or is the employee or partner of the lessee.

2.6 In section 2.2.1 of your policy, "Newly Acquired Automobiles," the words "that you acquire as owner" will mean leased by the lessee from the lessor.

3. Changes to the Application

Item 11 of the Ontario Application for Automobile Insurance - Owner's Form (OAF 1) is changed to the following:

Where

1. the lessee as applicant for a contract,
 - (i) gives false particulars of the described automobile to be insured to the prejudice of the insurer, or
 - (ii) knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or
2. the lessee contravenes a term of the contract or commits a fraud; or
3. the lessee wilfully makes a false statement in respect of a claim under the contract,

a claim by the lessee, for other than such statutory accident benefits as are set out in the Statutory Accident Benefits Schedule, is invalid and the right of the lessee to recover indemnity is forfeited.

Where

4. the lessor contravenes a term of the contract or commits a fraud; or
5. the lessor wilfully makes a false statement in respect of a claim under the contract,

a claim by the lessor is invalid and the right of the lessor to recover indemnity is forfeited.

All other terms and conditions of your policy remain the same.

OPCF 27
Liability for Damage to Non-Owned Automobile(s) and Providing Other Coverages When Insured Persons Drive Other Automobiles

Issued to	Effective Date of Change Year Month Day	Policy Number
The additional premium for this change is \$or as indicated on your Certificate of Automobile Insurance.		

- 1. Purpose of This Change** - This change is part of your policy. It extends coverage:
- for loss or damage to a non-owned automobile including its equipment resulting from the care, custody or control of that non-owned automobile by an insured person, and
 - when persons named below drive other automobiles.
- 2. Who Is Covered**
- 2.1** If the Certificate of Automobile Insurance is in the name of an individual or individuals, an insured person in this change form means you, your spouse or your same-sex partner and all drivers listed in the policy.
- 2.2** If the Certificate of Automobile Insurance is in the name of a corporation, unincorporated association, partnership, sole proprietorship or other entity, an insured person in this change form means the persons named below and their spouses or same-sex partners.

Named Persons	Relationship to Insured/Lessee

3. Liability for Damage to Non-Owned Automobiles
3.1 What We Will Cover

In return for the premium charged, we will provide coverages for the liability imposed by law or assumed by any written agreement for loss or damage to a non-owned automobile including its equipment resulting from the care, custody or control of that non-owned automobile by an insured person. This loss or damage must result from a peril set out below for which you are insured and a premium is shown here or as indicated on your Certificate of Automobile Insurance

Insurance Coverages	Deductible		Premium
Loss or damage to non-owned automobiles			
Specified Perils	\$	A deductible applies on each claim, except for loss or damage caused by fire or by lightning or by theft of the entire automobile.	
Comprehensive	\$		
Collision or Upset	\$		
All Perils	\$		
Total Premium			\$

- 3.2 Limitations on This Coverage**
- 3.2.1** The coverage applies only to an automobile of 4500 kilograms or less (gross vehicle weight), or of thetype.
- 3.2.2** We will not cover loss or damage to any automobile which is:
- owned or licensed in the name of any person insured by this change or by any person living in the same dwelling as these persons, or
 - owned or leased by the employer of these persons.
- 3.2.3** Where applicable, sections 3.3.1, 3.3.2 and 3.3.3 of your policy will apply to this change.
- 3.2.4** We will not pay more than \$..... under this change for any one occurrence plus the costs provided for in 3.2.3 above.
- 3.2.5** The automobile must be used with the owner's or lessee's consent.

4. Providing Other Coverages When Insured Persons Drive Other Automobiles

- 4.1 What We Will Cover**
- In return for the premium charged, we will provide the Liability, Accident Benefits, Uninsured Automobile and Direct Compensation-Property Damage coverages described in your policy when the insured persons drive other automobiles.
- 4.2 Definition of Other Automobile**
- For the purposes of Section 3, "Liability Coverage," Section 4, "Accidents Benefits Coverage," Section 5, "Uninsured Automobile Coverage," and Section 6, "Direct Compensation - Property Damage," of your policy, other automobile also means:
- Any automobile of 4500 kilograms gross vehicle weight or less, other than the described automobile, while driven by an insured person referred to in 2, when the other automobile:
- is not being driven by an insured person in connection with the business of selling, repairing, maintaining, storing, servicing or parking automobiles;
 - is not owned or frequently used by an insured person or anyone living in the same dwelling as the insured person;
 - is not owned, hired or leased by an insured person's employer or by an employer of anyone living in the same dwelling as the insured person; and
 - is not being used to carry paying passengers or to make commercial deliveries at the time of the loss.
- For Direct Compensation - Property Damage Coverage the other automobile cannot be a described automobile in a motor vehicle liability policy.
- 4.3 Limitations on This Coverage**
- This coverage does not apply to anyone who owns an insured automobile or leases an automobile covered by OPCF 5, "Permission to Rent or Lease Automobile(s) and Extending Coverage to the Specified Lessee(s)," or a similar endorsement.

All other terms and conditions of your policy remain the same.

OPCF 38
AGREED LIMIT FOR AUTOMOBILE ELECTRONIC ACCESSORIES AND EQUIPMENT

Issued to	Effective Date of Change Year Month Day	Policy Number
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This change applies only to automobile(s) number _____ indicated on your Certificate of Automobile Insurance.

1. Purpose of Change

This change is part of your policy. **Where your policy provides coverage under Section 7 "Loss or Damage Coverages" this change form limits the amount we will pay for loss or damage to automobile electronic accessories and equipment, other than factory installed equipment, to agreed amounts.**

2. Definitions

"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.

3. What We Will Pay

If loss or damage to electronic accessories and equipment, other than factory installed equipment, is **covered under Section 7 "Loss or Damage Coverages" provided by your policy we will** pay the actual cash value of the equipment up to \$1,500 in total, unless the equipment is listed below, in which case we will pay the limit shown for each item or the actual cash value of the equipment, whichever is the lesser. The amount payable on any claim made under this coverage does not include the deductibles that apply to the claim.

Description of Equipment	Limit of Coverage	Premium
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

All other terms and conditions of your policy remain the same.

Signature of Insured	Date
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OPCF 44R

Family Protection COVERAGE

Definitions

1. Subject to section 2, in this change form,
 - 1.1 "automobile" means a vehicle for which motor vehicle liability insurance would be required if it were subject to the law of Ontario.
 - 1.2 "dependent relative" means
 - (a) a person who is principally dependent for financial support upon the named insured or his or her spouse or same-sex partner, and who is
 - (i) under the age of 18 years;
 - (ii) 18 years or over and is mentally or physically incapacitated;
 - (iii) 18 years or over and in full time attendance at a school, college or university;
 - (b) a relative of the named insured or of his or her spouse or same-sex partner, who is principally dependent on the named insured or his or her spouse or same-sex partner for financial support;
 - (c) a relative of the named insured or of his or her spouse or same-sex partner, who resides in the same dwelling premises as the named insured; and
 - (d) a relative of the named insured or of his or her spouse or same-sex partner, while an occupant of the described automobile, a newly acquired automobile, or a temporary substitute automobile, as defined in the Policy.

BUT subsections 1.2(c) and 1.2(d) apply only where the person injured or killed is not an insured person as defined in the family protection coverage of any other policy of insurance or does not own, or lease for more than 30 days, an automobile which is licensed in any jurisdiction of Canada where family protection coverage is available.
 - 1.3 "eligible claimant" means
 - (a) the insured person who sustains bodily injury; and
 - (b) any other person who, in the jurisdiction in which an accident occurs, is entitled to maintain an action against the inadequately insured motorist for damages because of bodily injury to or death of an insured person.
 - 1.4 "family protection coverage" means the insurance provided by this change form and any similar indemnity provided under any other contract of insurance.
 - 1.5 "inadequately insured motorist" means
 - (a) the identified owner or identified driver of an automobile for which the total motor vehicle liability insurance or bonds, cash deposits or other financial guarantees as required by law in lieu of insurance, obtained by the owner or driver is less than the limit of family protection coverage; or
 - (b) the driver or owner of an uninsured automobile or unidentified automobile as defined in Section 5, "Uninsured Automobile Coverage" of the Policy.

PROVIDED THAT

 - (A) where an eligible claimant is entitled to recover damages from an inadequately insured motorist and the owner or operator of any other automobile, for the purpose of
 - (i) (a) above, and
 - (ii) determining the insurer's limit of liability under section 4 of this change form,the limit of motor vehicle liability insurance shall be deemed to be the aggregate of all limits of motor vehicle liability insurance and all bonds, cash deposits or other financial guarantees as required by law in lieu of such insurance, for all of the automobiles;
 - (B) where an eligible claimant is entitled to recover damages from the identified owner or identified driver of an uninsured automobile as defined in Section 5 of the Policy, for the purpose of
 - (i) (a) and (b) above; and
 - (ii) determining the limit of coverage under section 4 of this change form;other uninsured automobile coverage available to the eligible claimant shall be taken into account as if it were motor vehicle liability insurance with the same limits as the uninsured automobile coverage;
 - (C) where an eligible claimant alleges that both the owner and driver of an automobile referred to in clause 1.5(b) cannot be determined, the eligible claimant's own evidence of the involvement of such automobile must be corroborated by other material evidence; and
 - (D) "other material evidence" for the purposes of this section means
 - (i) independent witness evidence, other than evidence of a spouse or same-sex partner as defined in section 1.11 and section 1.10 of this change form or a dependent relative as defined in section 1.2 of this change form; or
 - (ii) physical evidence indicating the involvement of an unidentified automobile.
 - 1.6 "insured person" means
 - (a) the named insured and his or her spouse, same-sex partner, and any dependent relative of the named insured and his or her spouse or same-sex partner, while
 - (i) an occupant of the described automobile, a newly acquired automobile or a temporary substitute automobile as defined in the Policy;
 - (ii) an occupant of any other automobile except where the person leases the other automobile for a period in excess of 30 days or owns the other automobile, unless family protection coverage is in force in respect of the other automobile; or
 - (iii) not an occupant of an automobile who is struck by an automobile; and
 - (b) if the named insured is a corporation, an unincorporated association, partnership, sole proprietorship or other entity, any officer, employee or partner of the named insured for whose regular use the described automobile is provided and his or her spouse, same-sex partner, and any dependent relative of the named insured and his or her spouse or same-sex partner, while
 - (i) an occupant of the described automobile, a newly acquired automobile or a temporary substitute automobile as defined in the Policy;
 - (ii) an occupant of an automobile other than
 - (a) the automobile referred to in (i) above;
 - (b) an automobile leased by the named insured for a period in excess of 30 days; or
 - (c) an automobile owned by the named insured,

PROVIDED family protection coverage is in force in respect of the other automobile, or
 - (iii) not an occupant of an automobile, who is struck by an automobile;

EXCEPT THAT

where the Policy has been changed to grant permission to rent or lease the described automobile for a period in excess of 30 days, any reference to the named insured shall be construed as a reference to the lessee specified in that change form.
 - 1.7 "limit of family protection coverage" means the amount set out in the Certificate of Automobile Insurance with respect to this change form, but if no amount is set out in the Certificate, the limit for liability coverage set out in the Certificate with respect to the automobile to which this change form applies is the limit of family protection coverage.
 - 1.8 "limit of motor vehicle liability insurance" means the amount stated in the Certificate of Automobile Insurance as the limit of liability of the insurer with respect to liability claims, regardless of whether the limit is reduced by the payment of claims or otherwise;

PROVIDED THAT in the event that an insurer's liability under a policy is reduced by operation of law to the statutory minimum limits in a jurisdiction because of a breach of the Policy, the statutory minimum limits are the limits of motor vehicle liability insurance in the Policy.
 - 1.9 "Policy" means the Policy to which this change form is attached.
 - 1.10 "same-sex partner" means either of two persons of the same-sex who have cohabited continuously for a period of not less than three years, or have cohabited in a relationship of some permanence if they are the natural or adoptive parents of a child.
 - 1.11 "spouse" means either of a man or woman who,
 - (a) are married to each other;
 - (b) have together entered into a marriage that is voidable or void, in good faith on the part of the person asserting a right under this change form, or
 - (c) are not married to each other and have cohabited continuously for a period of not less than three years, or have cohabited in a relationship of some permanence if they are the natural or adoptive parents of a child.
 - 1.12 "uninsured automobile" means an automobile with respect to which neither the owner nor driver thereof has applicable and collectible bodily injury liability and property damage liability insurance for its ownership, use or operation, but does not include an automobile owned by or registered in the name of the insured or his or her spouse or same-sex partner.
2. The definitions in section 1 apply as of the time of the happening of an accident for which indemnity is provided under this change form.

INSURING AGREEMENT

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

Limit of Coverage Under this CHANGE FORM

4. The insurer's maximum liability under this change form, regardless of the number of eligible claimants or insured persons injured or killed or the number of automobiles insured under the Policy, is the amount by which the limit of family protection coverage exceeds the total of all limits of motor vehicle liability insurance, or bonds, or cash deposits, or other financial guarantees as required by law in lieu of such insurance, of the inadequately insured motorist and of any person jointly liable with that motorist.
5. Where this change form applies as excess, the insurer's maximum liability under this change form is the amount calculated under section 4 of this change form, less the amounts available to eligible claimants under any first loss insurance referred to in Section 18 of this change form.

Amount Payable per eligible claimant

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

Determination of the Amount Recoverable

9. The amount that an eligible claimant is entitled to recover shall be determined in accordance with the procedures set forth for determination of the issues of quantum and liability under Section 5 of the Policy "Uninsured Automobile Coverage".
10. In determining the amount that an eligible claimant is entitled to recover from the inadequately insured motorist, issues of quantum shall be decided in accordance with the law of Ontario, and issues of liability shall be decided in accordance with the law of the place where the accident occurred.
11. In determining any amounts that an eligible claimant is entitled to recover, no amount shall be included with respect to prejudgment interest which accumulated prior to notice as required by section 15 of this change form.
12. In determining any amount that an eligible claimant is entitled to recover, no amount shall be included with respect to punitive, exemplary, aggravated or other damages awarded in whole or in part because of the conduct of the inadequately insured motorist or the person jointly liable with him or her, unless these damages are for the purpose of compensating the eligible claimant for losses actually incurred.
13. In determining any amounts an eligible claimant is entitled to recover from an inadequately insured motorist, no amount shall be included with respect to costs.
14. For the purposes of this change form the findings of a court with respect to issues of quantum or liability are not binding on the insurer unless the insurer was provided with a reasonable opportunity to participate in those proceedings as a party.

PROCEDURES

15. The following requirements are conditions precedent to the liability of the insurer to an eligible claimant under this change form:
- (a) the eligible claimant shall promptly give written notice, with all available particulars, of any accident involving injury to or death of an insured person and of any claim made on account of the accident;
 - (b) the eligible claimant shall, upon request, provide details of any policies of insurance other than life insurance to which the eligible claimant may have recourse;
 - (c) the eligible claimant and the insured person shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative, all relevant documents in their possession or control, and shall permit extracts and copies of them to be made.
16. Where an eligible claimant commences a legal action for damages for bodily injury or death against any other person owning or operating an automobile involved in the accident, a copy of the initiating process shall be delivered or sent by registered mail immediately to the chief agent or head office of the insurer in Ontario together with particulars of the insurance and loss.
17. Every action or proceeding against the insurer for recovery under this change form shall be commenced within 12 months of the date that the eligible claimant or his or her representative knew or ought to have known that the quantum of claims with respect to an insured person exceeded the minimum limits for motor vehicle liability insurance in the jurisdiction in which the accident occurred, but this requirement is not a bar to an action which is commenced within 2 years of the date of the accident.

Multiple Coverages

18. The following rules apply where an eligible claimant is entitled to payment under family protection coverage under more than one policy:
- (a) (i) if he or she is an occupant of an automobile, such insurance on the automobile in which the eligible claimant is an occupant is first loss insurance and any other such insurance is excess;
 - (ii) if he or she is not an occupant of an automobile, such insurance in any policy in the name of the eligible claimant is first loss insurance and any other such insurance is excess.
 - (b) all applicable first loss family protection coverage shall be apportioned on a pro rata basis, but in no event shall the aggregate payment under all such insurances exceed the highest limit of coverage provided by any one of such first loss insurances,
 - (c) the applicable first loss insurance shall be exhausted before recourse is made to excess insurances,
 - (d) all applicable excess family protection coverage shall be similarly apportioned on a pro rata basis, but in no event shall the aggregate payment under all such insurances exceed the highest limit of coverage as defined in section 5 of this change form, which is provided by any one of such excess insurances.

Accidents in the Province of Quebec

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

Subrogation

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

Assignment of Rights of Action

21. Where a payment is made under this change form, the insurer is entitled to receive from the eligible claimant an assignment of all rights of action, whether judgment is obtained or not, and the eligible claimant undertakes to cooperate with the insurer, except in a pecuniary way, in the pursuit of any subrogated action or any right of action so assigned.

Miscellaneous

22. If more than one automobile is insured under this Policy, this change form shall apply only to the automobile(s) described as automobile(s) number in the schedule of automobiles attached to and forming part of this Policy, or as stated in the Certificate of Automobile Insurance. If this change form is designated with respect to more than one automobile, coverages shall be construed as if provided by separate policies of insurance with respect to each automobile to which this change form applies, subject to the provisions of section 18 of this change form.

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