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|---|--|--|--|---------------------------------------|--|----------------------------------|------------------|---|----------------------------------|--|
| Ontario Application for Automobile Insurance Garage Form (O.A.F. 4) | | | | | Policy No. Assigned _____ | | | | | |
| New Policy <input type="checkbox"/> | | | Renewal <input type="checkbox"/> | | | Replacing Policy No. _____ | | | Language Preferred | |
| | | | | | | | | | English <input type="checkbox"/> | |
| | | | | | | | | | French <input type="checkbox"/> | |
| Insurance Company _____ | | | | | Broker/Agent _____ | | | | | |
| ITEM APPLICATION | | | | | | | | | | |
| 1. FULL NAME OF THE APPLICANT _____ | | | | | | | | INDICATE | | |
| FULL BUSINESS ADDRESS (ALSO PROVIDE POSTAL ADDRESS IF DIFFERENT) | | | | | | | | BLDG. | | |
| (A) _____ | | | | | | | | | | |
| (B) _____ | | | | | | | | | | |
| LOCATION OF OTHER PREMISES WHERE BUSINESS IS CONDUCTED (SHOW EACH BUILDING AND LOT SEPARATELY.) | | | | | | | | LOT | | |
| (C) _____ | | | | | | | | | | |
| (D) _____ | | | | | | | | | | |
| 2. POLICY PERIOD | | FROM TIME | | <input type="checkbox"/> AM | | Year _____ Month _____ Day _____ | | TO 12:01 AM | | |
| | | | | <input type="checkbox"/> PM | | | | | | |
| ALL TIMES ARE LOCAL TIMES AT THE APPLICANT'S POSTAL ADDRESS. | | | | | | | | | | |
| 3. THE AUTOMOBILES IN RESPECT OF WHICH INSURANCE IS TO BE PROVIDED ARE THOSE USED IN CONNECTION WITH THE APPLICANT'S BUSINESS OF: (SPECIFY) | | | | | | | | | | |
| (SPECIFY WHETHER AUTOMOBILE DEALER, REPAIR GARAGE, SERVICE STATION, STORAGE GARAGE OR PARKING LOT AND DESCRIBE ALL OTHER BUSINESS, IN RESPECT OF WHICH INSURANCE IS TO BE PROVIDED, CONDUCTED BY THE APPLICANT AT THE LOCATIONS SPECIFIED IN ITEM 1). <small>NOTE: THIS FORM SHOULD NOT BE USED FOR RENTAL OR LEASING EXPOSURES</small> | | | | | | | | | | |
| 4. THE BASIS OF RATING AND CALCULATION OF THE PREMIUM PAYABLE SHALL BE IN ACCORDANCE WITH THE PREMIUM COMPUTATION STATEMENT ATTACHED HERETO. | | | | | | | | FULL TIME | | |
| ESTIMATED TOTAL PAYROLL FOR POLICY PERIOD \$ _____ | | | | | | | | PART TIME | | |
| | | | | | | | | | | |
| 5. THIS APPLICATION IS MADE FOR INSURANCE AGAINST ONE OR MORE OF THE PERILS MENTIONED IN THIS ITEM BUT ONLY FOR INSURANCE UNDER THE SECTION(S) OR SUBSECTION(S) FOR WHICH A PREMIUM IS SPECIFIED IN THIS ITEM AND NO OTHER AND UPON THE TERMS, CONDITIONS, PROVISIONS, DEFINITIONS AND EXCLUSIONS OF THE CORRESPONDING ONTARIO GARAGE AUTOMOBILE POLICY 4, FOR THE FOLLOWING SPECIFIED LIMITS AND AMOUNTS. | | | | | | | | | | |
| INSURING AGREEMENTS | | | | | PREMIUM | | | COMPANY USE ONLY | ADVANCE PREMIUM | |
| Section 1 THIRD PARTY LIABILITY | | Bodily Injury | | | \$ _____ | | | | | |
| | | THIRD PARTY INCLUSIVE LIMIT \$ _____ | | | Property Damage | | \$ _____ | | | |
| Section 2 ACCIDENT BENEFITS | | BASIC BENEFITS | | | | | | | | |
| | | Income Replacement; up to \$ _____ per week | | | | | | | | |
| | | Caregiver & Dependant Care | | | | | | | | |
| | | Medical, Rehabilitation & Attendant Care | | | | | | | | |
| | | Death & Funeral | | | | | | | | |
| | | Indexation | | | | | | | | |
| Section 3 | | UNINSURED AUTOMOBILE COVERAGE | | | As Stated in Section 3 of the Policy | | | | \$ _____ | |
| Section 4 * DIRECT COMPENSATION PROPERTY DAMAGE | | DIRECT COMPENSATION - PROPERTY DAMAGE | | | | | | | | |
| | | DEDUCTIBLE APPLICABLE TO EACH SEPARATE AUTOMOBILE \$ _____ | | | | | | | | |
| | | * This policy contains a partial payment of recovery clause for property damage if a deductible is specified for Direct Compensation - Property Damage. | | | | | | | | |
| | | 5.1.1 COLLISION OR UPSET DEDUCTIBLE APPLICABLE TO EACH SEPARATE AUTOMOBILE \$ _____ | | | | | | | | |
| | | THE PREMIUM UNDER SUBSECTIONS 5.1.2., 5.1.3. AND 5.1.4 SHALL BE CALCULATED ON A MONTHLY AVERAGE BASIS <input type="checkbox"/> OR CO-INSURANCE BASIS <input type="checkbox"/> OR OTHER <input type="checkbox"/> | | | | | | | | |
| Section 5 ** LOSS OF OR DAMAGE TO OWNED AUTOMOBILES | | LOCATION AS PER ITEM 1 | SUBSECTIONS INSURED | LIMIT OF LIABILITY * | A DEDUCTIBLE APPLIES FOR EACH OCCURRENCE EXCEPT AS STATED IN YOUR POLICY | | COMPANY USE ONLY | | | |
| | | (A) | | \$ _____ | \$ _____ | | | \$ _____ | | |
| | | (B) | | \$ _____ | \$ _____ | | | \$ _____ | | |
| | | (C) | | \$ _____ | \$ _____ | | | \$ _____ | | |
| | | (D) | | \$ _____ | \$ _____ | | | \$ _____ | | |
| | | * THE LIMIT OF LIABILITY FOR EACH AUTOMOBILE IS THE ACTUAL CASH VALUE AT THE TIME OF LOSS NOT EXCEEDING THE ACTUAL COST TO THE INSURED AND IS SUBJECT TO THE STATED LIMIT AND APPROPRIATE CO-INSURANCE CONDITIONS APPLICABLE TO THE MONTHLY AVERAGE BASIS OR CO-INSURANCE BASIS OF RATING. | | | | | | | | |
| | | **This policy contains a partial payment of loss clause. | | | | | | | | |
| Section 6 ** LIABILITY FOR DAMAGE TO A CUSTOMER'S AUTOMOBILE WHILE IN THE CARE, CUSTODY OR CONTROL OF THE APPLICANT | | LIMIT APPLICABLE TO ANY ONE CUSTOMER'S AUTOMOBILE \$ _____ | | | DEDUCTIBLE APPLICABLE TO EACH SEPARATE OCCURRENCE \$ _____ | | | \$ _____ | | |
| | | LOCATION AS PER ITEM 1 | MAXIMUM NUMBER OF CUSTOMERS' AUTOMOBILES | LIMIT OF LIABILITY ANY ONE OCCURRENCE | A DEDUCTIBLE APPLIES FOR EACH OCCURRENCE EXCEPT AS STATED IN YOUR POLICY | | COMPANY USE ONLY | | | |
| | | (A) | | \$ _____ | \$ _____ | | | \$ _____ | | |
| | | (B) | | \$ _____ | \$ _____ | | | \$ _____ | | |
| | | (C) | | \$ _____ | \$ _____ | | | \$ _____ | | |
| | | (D) | | \$ _____ | \$ _____ | | | \$ _____ | | |
| O.E.F. 81 - Garage Family Protection Endorsement YES <input type="checkbox"/> NO <input type="checkbox"/> | | | | | LIMIT | | | \$ Limits are the same as Section 1, or | | |
| OTHER ENDORSEMENTS | | | | | | | | | | |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| NAME AND ADDRESS OF LIENHOLDER OR MORTGAGEE TO WHOM, JOINTLY WITH THE APPLICANT, LOSS UNDER SECTIONS 4 & 5 IS PAYABLE. | | | | | MINIMUM RETAINED PREMIUM \$ _____ | | | TOTAL ADVANCE PREMIUM \$ _____ | | |
| 6. HAS ANY INSURER CANCELLED, DECLINED OR REFUSED TO RENEW ANY INSURANCE RELATED TO THE BUSINESS OF THE APPLICANT WITHIN THE THREE YEARS PRECEDING THIS APPLICATION? IF SO, STATE NAME OF INSURER AND POLICY NO. | | | | | | | | | | |
| 7. STATE PARTICULARS OF ALL ACCIDENTS, LOSSES OR CLAIMS ARISING OUT OF THE OWNERSHIP, USE OR OPERATION OF ANY AUTOMOBILE (i) BY THE APPLICANT (ii) IN CONNECTION WITH THE BUSINESS, WITHIN SIX YEARS PRECEDING THIS APPLICATION (LIST SEPARATELY IF NECESSARY). | | | | | | | | | | |
| LOSSES: DATE Y/M/D BI \$ PD \$ AB \$ DC-PD \$ UA \$ Coll Owned \$ Customer Comp/SP Owned \$ Customer | | | | | | | | | | |
| 8. PROVIDE DETAILS OF APPLICANT'S MOST RECENT AUTO INSURANCE. INSURER: _____ POLICY # _____ EXPIRY DATE YY MM DD _____ | | | | | | | | | | |
| Remarks _____ | | | | | | | | | | |
| Item No. _____ | | | | | | | | | | |
| 9. DECLARATION OF APPLICANT - Read this section carefully before you sign. | | | | | | | | | | |
| Warning: The Insurance Act provides that where (a) an Applicant for a contract, (i) gives false particular 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 (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured willfully makes a false statement in respect of a claim under the contract, a claim by the Insured, for other than such statutory accident benefits as are set out in the Statutory Accident Benefits Schedule, is invalid and the right of the Insured to recover indemnity is forfeited. | | | | | | | | | | |
| 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 \$100,000 for the first offence and a maximum fine of \$200,000 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 10 years imprisonment for cases involving an amount over \$5,000 or otherwise a maximum of 2 years imprisonment. | | | | | | | | | | |
| I am applying for automobile insurance based on the information provided above. With respect to this application or any renewal or change in coverage, I authorize you to collect, use and disclose information as permitted by law for the purposes necessary to assess the risk, investigate and settle claims, and detect and prevent fraud, such as credit information, driving record information and claims history. | | | | | | | | | | |
| Signature of Broker/Agent _____ | | | | | Signature of Applicant _____ | | | Date _____ | | |

**ONTARIO APPLICATION FOR AUTOMOBILE INSURANCE
GARAGE FORM (O.A.F. 4)
INSURANCE COVERAGES APPLIED FOR**

ONTARIO MOTORISTS MUST HAVE THE FOLLOWING BASIC COVERAGES:

THIRD PARTY LIABILITY, ACCIDENT BENEFITS, UNINSURED AUTOMOBILE COVERAGE AND DIRECT COMPENSATION - PROPERTY DAMAGE.

Additional insurance may be purchased for Loss or Damage to Owned Automobiles, Loss or Damage to Customers' Automobiles and Optional Increased Accident Benefits.

This is a brief explanation of the insurance coverages available. For complete details, consult the policy. The Insurer will supply a copy of the policy if requested.

PLEASE NOTE CERTAIN TYPES AND USES OF AUTOMOBILES ARE EXCLUDED FROM COVERAGE.

THIRD PARTY LIABILITY

Provides coverage for the named Insured 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 insured persons up to the limit of your coverage, and the cost of settling claims.

ACCIDENT BENEFITS

THE INSURANCE COMPANY IS OBLIGATED TO EXPLAIN DETAILS OF ACCIDENT BENEFITS COVERAGE.

Provides benefits that 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. The Insured may also purchase optional benefits to increase the basic level of benefits provided in the policy. The optional benefits insurance companies 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 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 this optional coverage is purchased, 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 is available.

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. An optional coverage of \$1,000,000 above the basic coverage may be purchased, 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 and dependant of a person who is killed (\$25,000 to a surviving spouse; \$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 COVERAGE

Provides coverage if insured persons are injured or killed by an uninsured motorist or by a hit-and-run driver. It covers damage to an automobile owned by the Insured, 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 an automobile owned by the Insured and to property it is carrying, when another motorist is responsible. It is called Direct Compensation because the Insured will collect from the Insurer, even though the Insured is not at fault for the accident. Coverage may also apply to a "customer's" or "non-owned" automobile and to property it is carrying – under some conditions. There may be a deductible amount, and this amount is either paid by the Insured towards the cost of repairs or is deducted from the loss settlement. Higher deductibles may reduce the premium.

LOSS OF OR DAMAGE TO OWNED AUTOMOBILES

Provides a selection of optional coverages for specified automobiles owned by the Insured. Payments cover direct and accidental loss of, or damage to, automobiles owned by the Insured and their equipment. If you are insured for "Loss of or Damage to Owned Automobiles", there is a \$1500 limit on non-factory installed electronic accessories and equipment.

Collision or Upset: Covers owned automobiles when involved in a collision with another object or tips over.

Comprehensive: Covers owned automobiles against loss or damage other than those covered by Collision or Upset, including falling or flying objects, missiles and vandalism in addition to the perils listed under Specified Perils. Coverage excludes theft from an open lot, except theft of the entire automobile.

Specified Perils: Covers owned automobiles 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, collision or upset of any railway car or watercraft in, or upon which the owned automobile is being transported. Coverage excludes theft from an open lot except theft of the entire automobile.

LIABILITY FOR DAMAGE TO A CUSTOMER'S AUTOMOBILE

Provides a selection of optional coverages for the Insured's legal liability for damage to customers' automobiles while in the Insured's care, custody or control. There is usually a deductible amount indicated for each coverage and this amount is either paid by the Insured toward the cost of repairs or is deducted from the loss settlement.

Collision or Upset: Covers the Insured's legal liability for damage to a customer's automobile when it is involved in a collision with another object or tips over.

Specified Perils: Covers the Insured's legal liability for loss of or damage to a customer's automobile caused by certain specific perils. They are: fire; theft or attempted theft; vandalism; lightning, windstorm, hail, rising water; earthquake; explosion; riot or civil disturbance; falling or forced landing of aircraft or parts of aircraft; the stranding, sinking, burning, derailment, or collision or upset of any railway car or watercraft in, or upon which the automobile is being transported.

Warning: The *Insurance Act* provides that where (a) an Applicant for a contract, (i) gives false particular 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 (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured willfully makes a false statement in respect of a claim under the contract, a claim by the Insured, for other than such statutory accident benefits as are set out in the Statutory Accident Benefits Schedule, is invalid and the right of the Insured to recover indemnity is forfeited.

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 willfully 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 \$100,000 for the first offence and a maximum fine of \$200,000 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 10 years imprisonment for cases involving an amount over \$5,000 or otherwise a maximum of 2 years imprisonment.