

OEF 5

**PERMISSION TO RENT OR LEASE ENDORSEMENT
(Specified Lessee)**

This endorsement shall be effective only with respect to an automobile leased to the lessee by the lessor.

Where an *Application for Ontario Automobile Insurance OAF 1* (owner's form) has been completed by the lessee as an applicant, permission is given to the lessor for the automobile to be rented or leased to the lessee.

The insurer agrees to indemnify, in the same manner and to the same extent as if named as the insured, the lessee and every other person who with the lessee's consent personally drives the automobile. The amount of insurance provided by the policy including this endorsement shall not exceed the limit and amounts specified in the certificate of insurance.

It is agreed that:

1. exclusion 1.3.2 of part A of the policy is amended to read as follows:

For loss or damage to any property, other than property carried in, or upon the automobile, owned or rented by, or in the care, custody or control of the lessee or any person insured by this part, except where R.S.O. 1990, c.1.8 s. 263, direct compensation - property damage applies;

2. With respect to the general provisions, definitions and exclusions of this policy; *automobile defined*, the words *acquired by the insured as owner* shall mean leased by the lessee from the lessor
3. With respect to the general provisions, definitions and exclusions of this policy the word *insured* shall mean the lessee
4. With respect to subsection 2.2.3 of part B of this policy, the words *named insured* shall mean the lessee;
5. Item 10 of the application, OAF 1, is varied to provide that where
 1. A 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 to be stated therein; or
 2. The lessee or lessor contravenes a term of the contract or commits a fraud; or
 3. The lessee or lessor wilfully makes a false statement in respect of a claim under the contract,

a claim by the insured, for other than such accident benefits as are set out in the no-fault benefits schedule, is invalid and the right of the insured to recover indemnity is forfeited.

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

This endorsement forms part of policy # _____ issued to _____

**and shall be effective from _____/_____/_____
(year/month/day) from _____ a.m./p.m. local**

time or as stated in the certificate of insurance.

