

# Ontario Application for Automobile Insurance Garage Form (OAF 4)

 New policy

 Replacing Policy No. 

Language Preferred

 English  French

Policy No. Assigned

Insurance Company	Broker/Agent
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Item	Application	Indicate	
		Building	Lot
1. Full name of the applicant ▶  Full Business Address (also provide postal address if different) (A)  (B)  Location of other premises where business is conducted (show each building and lot separately) (C)  (D)			
2. Policy Period	From Time <input type="checkbox"/> am <input type="checkbox"/> pm Year Month Day To 12:01 am Year Month Day	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: <b>(specify)</b>  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. <i>NOTE: This form should not be used for rental or leasing exposures</i>			
4. The basis of rating and calculation of the premium payable shall be in accordance with the premium computation statement attached hereto. Estimated <b>Total Payroll</b> for the policy period \$		Number of employees including proprietors and executive officers at the effective date of the policy	Full Time 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) 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
<b>Section 1 Third Party Liability</b>	<b>THIRD PARTY INCLUSIVE LIMIT \$</b>	Bodily Injury Property Damage	\$ \$	\$ \$
<b>Section 2 Accident Benefits</b>	<b>STANDARD BENEFITS</b>	Income Replacement Caregiver, Housekeeping & Home Maintenance Medical & Rehabilitation Attendant Care Medical, Rehabilitation and Attendant Care Death and Funeral Dependant Care Indexation Benefit (Consumer Price Index)	(\$600/\$800/\$1,000)  Up to \$ Per week  \$100,000 \$72,000 \$1,100,000 for Medical & Rehabilitation; \$1,072,000 for Attendant Care   \$ \$ \$ \$ \$ \$	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$
<b>Section 3</b>	Uninsured Automobile Coverage	As stated in Section 3 of the Policy		\$
<b>Section 4* Direct Compensation Property Damage</b>	<b>Direct Compensation – Property Damage</b> 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.			\$
<b>Section 5** Loss of or Damage to owned Automobiles</b>	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:				
<input type="checkbox"/> Monthly Average Basis <input type="checkbox"/> Co-Insurance Basis <input type="checkbox"/> Other				
		Location as per Item 1	Subsections Insured	Limit of Liability*
5.1.2	Comprehensive (excluding collision or upset and open lot theft)	(A)		\$
5.1.3	Specified Perils (excluding open lot theft)	(B)		\$
5.1.4	Specified Perils (excluding theft)	(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 rating.				
**This policy contains a partial payment loss clause.				
<b>Section 6 Liability for damage to a customer's automobile while in the care, custody or control of the applicant</b>	6.1 Collision or Upset	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
6.4	Specified Perils (excluding open lot theft)	(A)		\$
		(B)		\$
		(C)		\$
		(D)		\$
O.E.F. 81 – Garage Family Protection Endorsement <input type="checkbox"/> yes <input type="checkbox"/> no				Limits are the same as in Section 1 or Limit \$
Name and address of the lienholder or mortgagee to whom, jointly with the applicant, loss under Sections 4 and 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 number.				The advance premiums are subject to adjustable premium computation provision in the policy
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: <span style="float: right;">YY MM DD</span>
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 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 (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 \$250,000 for the first offence and a maximum fine of \$500,000 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.

**Notice and Consent**

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 my driving record, automobile insurance policy history and automobile insurance claims history as permitted by law for the limited purposes necessary to assess the risk, to investigate and settle claims, and to prevent, detect and suppress fraud. If I am issued an automobile insurance policy or if I make a claim, this information may be pooled with information from other sources and may be subject to analysis for the limited purpose of preventing, detecting or suppressing fraud. For this purpose, the information also may be disclosed to i) fraud prevention organizations, other insurance companies and the police and ii) databases or registers used by the insurance industry to analyze and check information provided against existing information.

I declare that, prior to permitting any individuals to drive an insured automobile, I will obtain consent from such individuals to the collection, use and disclosure by you of their driving record, automobile insurance policy history and automobile insurance claims history also as described above.

I understand that if I have any questions about this consent I am free to consult with my insurance company representative or legal advisor before signing this document.

To obtain further information about how your consent relates to pooling and data analytics to prevent and detect fraud please visit <http://www.abc.ca/en/privacy-terminology.asp>.

Signature of Broker/Agent

Signature of Applicant

Date

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## Insurance Coverages Applied for

### Ontario motorists must have the following standard 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 of 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 benefit coverage.

Provides benefits that insured persons may be 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 standard level of benefits provided in the policy. The optional benefits insurance companies must offer are:

**Increased Income Replacement** - the standard level of income replacement provided in the policy (\$400 per week maximum) may 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 70% of gross weekly income.

**Caregiver, Housekeeping and Home Maintenance Expenses** – the standard caregiver, housekeeping and home maintenance expenses benefit is available only for a person who is catastrophically impaired. You may purchase an optional benefit to provide this coverage for all impairments.

**Increased Medical, Rehabilitation and Attendant Care** - the standard benefit pays up to \$50,000 for medical and rehabilitation expenses, with a 10 year time limit in most cases, and up to \$36,000 for attendant care expenses. If catastrophically impaired, the standard benefit pays up to \$1,000,000 for medical and rehabilitation expenses and up to \$1,000,000 for attendant care expenses. You may purchase an optional medical and rehabilitation benefit of \$100,000; optional attendant care benefit of \$72,000; or an optional medical, rehabilitation and attendant care benefit of \$1,100,000 for medical and rehabilitation expenses and \$1,072,000 for attendant care expenses.

**Increased Death and Funeral** - the standard 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) may be doubled by purchasing this optional coverage. This coverage also increases the standard funeral expense benefit from \$6,000 to \$8,000.

**Dependant Care** – there is no standard dependant care benefit for persons who are employed and care for dependants. You may purchase an optional benefit to receive weekly dependant care expenses of \$75 for the first dependant and \$25 for each additional dependant, up to \$150 per week.

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

### Uninsured Automobile Coverage

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 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.

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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.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of the insurance company's insurance business in Canada.