

O.E.F. 81
GARAGE FAMILY PROTECTION ENDORSEMENT
(for Garage Policy O.P.F. 4)

DEFINITIONS

1. Subject to section 2, in this endorsement,

1.1 "automobile" means a vehicle for which motor vehicle liability insurance would be required if 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, 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 school, college, or university.
- (b) a relative of the named insured or of his or her spouse, who is principally by dependent on the named insured or his or her spouse for financial support;
- (c) a relative of the named insured or of his or her spouse, 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 while an occupant of the described automobile, a newly acquired automobile, or a temporary substitute, as defined in the Policy.

BUT subsections 1.2(c) and 1.2(d) apply only when 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 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 endorsement 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 identified owner or identified driver of an uninsured automobile as defined in Part D 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 purposes of
 - (i) (a) above, and
 - (ii) determining the limit of coverage under section 4 of this endorsement, 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 required by law in lieu of such insurance, for all of the automobiles; and
- (B) where an eligible claimant is entitled to recover damages from the identified owner or

identified driver of an uninsured automobile as defined in the Policy for the purpose of

- (i) (a) and (b) above; and
- (ii) determining the limit of coverage under section 4 of this endorsement;
Other uninsured automobile coverage available to the eligible shall be taken into account as if it were motor vehicle liability insurance with the same limits as the uninsured automobile coverage.

1.6 "insured person" means

- (a) while an occupant of an owned automobile as defined in the Policy,
 - (i) the named insured if an individual
 - (ii) all active partners and full time employees of the business described in item 3 of the Policy, if they are provided with an owned automobile as defined in the Policy for their regular personal use on a full time basis,
 - (iii) any person specified in an additional Insured Endorsement if they are provided with an owned automobile as defined in the Policy for their regular personal use on a full time basis, and
 - (iv) if residing in the same dwelling premises, the spouse of persons described in 1.6 (a) (i), (ii) and (iii), and any dependent relative of either;
- (b) while an occupant of any other automobile (except an automobile excluded by type or use in the Policy) or while not the occupant of an automobile when struck by an automobile,
 - (i) the named insured if an individual, providing such individual does not lease an automobile for a period in excess of 30 days,
 - (ii) the persons described in 1.6 (i), (ii), (iii) and (iv) providing such persons do not own an automobile or lease an automobile for a period in excess of 30 days which is licensed in any jurisdiction of Canada where family protection coverage is available.

1.7 "limit of family protection coverage" means the amount set out in the Policy documents with respect to this endorsement, but if no amount is set out in the Policy, the limit set out in Part A (Third Party Liability) of the Policy is the limit of the family protection coverage.

1.8 "limit of motor vehicle liability insurance" means the amount stated in the Application as the limit of liability of the insurer the with respect to liability claims, regardless of whether that 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 endorsement is attached.

1.10 "Spouse" means either a man or a woman who

- (a) are married to each other;
- (b) have together in good faith entered marriage; or
- (c) are not married to each other and have cohabited continuously for a period of not less than 3 years, or have cohabited in a relationship of some permanence if they are the natural or adoptive parents of a child.

1.11 "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 it does not include an automobile owned by or registered in the name of the insured or his or her spouse.

2. The definitions in section 1 apply as of the time of the happening for which indemnity is provided under this endorsement.

INSURING AGREEMENT

3. In consideration of a premium of \$..... or as stated in the Policy to which this endorsement is attached, the insurance 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 or death of an insured person arising directly or indirectly from the use or operation of an automobile.

LIMIT OF COVERAGE UNDER THIS ENDORSEMENT

4. The insurer's maximum liability under this endorsement, 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 endorsement applies as excess, the insurer's maximum liability under this endorsement is the amount calculated under section 4, less the amounts available to eligible claimants under any first loss insurance referred to in section 18 of this endorsement.