Certificate Of Automobile Insurance (For Ridesharing - Ontario)

This Certificate is proof of a contract of insurance between the Named Insured and the Insurer, subject in all respects to the Ontario Automobile Policy (OAP 1). In return for the premium charged and the statements contained in the Application, the contract provides the coverage outlined in this Certificate. You only have a particular coverage for a specific automobile if this Certificate shows a premium for it, or shows the coverage is provided at no cost. All other terms of the Policy remain the same unless stated otherwise in this Certificate. Your Insurer will provide you with a copy of the Policy if you request it. This Certificate is only valid if it is signed by an authorized representative of the Insurer.

Northbridge Insurance

Northbridge General Insurance Corporation
(Hereinafter called the Insurer)

Broker	No.	Billing Method	Policy Number	Reason for Issuance
Bunnell Hitchon Insurance Brokers Inc.	6700504		0664494 02	Renewal

Named Insured and Primary Address	Lessor's Name and Address
Named Insureds as per Schedule 1 **279 Weber Street, North** **Waterloo, Ontario N2J 3H8**	**As per Lessor's Schedule** **(For Ridesharing-Ontario) Attached**

Policy Period	D	M	YR		D	M	YR
From 12:01 a.m.	01	12	2018	To 12:01 a.m.	01	12	2019

All times are local times at the Named Insured's primary address shown on this Certificate.

DESCRIBED AUTOMOBILES

Auto No.	Model Year	Trade Name/ Model	Body Type	V.I.N./Serial Number	# of Cyl	C.C.	Gross Vehicle Weight Rating	Price
Described Automobiles, as defined in Schedule 1, providing transportation services originating in the province of Ontario.								

Lienholders *(to whom loss may be jointly payable)*

As per Lienholders (to whom loss may be jointly payable) Schedule (For Ridesharing-Ontario) Attached.

RATING INFORMATION

Auto No	Class	Driving Record BI	PD/ DCPD	AB	COLL/ AP	Vehicle Code	Rate Group ACC. BEN	DCPD	COLL/ AP	COMP/ SP	Territory	Com. Co. Use	At Fault Claims/Convictions Surcharge
As per OE 21T attached													

INSURANCECOVERAGES:		**LIABILITY**			**OPCF 44R**	**ACCIDENT BENEFITS**	
Perils	Auto No.	Liability Limits	Bodily Injury	Property Damage	Direct Compensation - Property Damage *	Family Protection Endorsement	Standard Benefits	Uninsured Automobile
Limit		**$ 1,000,000 Pre Acceptance Period $ 2,000,000 Post Acceptance Period**			*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation - property damage.	Limits are the same as Liability Section unless Otherwise specified.	As stated in Section 4 of Policy.	As stated in Section 5 of Policy.
Deductible	**As per OE 21T attached**							
Prem. In Doll.				INCL.				INCL

LOSS OR DAMAGE**

**This policy contains a partial payment of loss clause.
A deductible applies for each claim except as stated in your policy.

Perils	Auto No.	All Perils	Collision or Upset	Excluding Collision or Upset Comprehensive	Excluding Collision or Upset Specified Perils	Total Loss or Damage Premium
Deductible	**As shown on OE21T**					
It is a condition precedent to coverage under this policy for All Perils, Collision, Comprehensive and Specified Perils that the same coverage be in force at the time of loss on the Rideshare Vehicle Owner's OAP 1 or OAP 4 insuring the automobile.						
Prem in Doll.						

POLICY CHANGE FORMS & OPTIONAL ACCIDENT BENEFITS TOTAL PER AUTOMOBILE

See reverse side of document for details of Policy Change Forms & Optional Increased Accident Benefits.

FORM # **OE 6T OE 21T And Others as per OE 6T attached.**

TOTAL PREMIUM PER AUTOMOBILE

As Per OE 21T attached

Remarks:

Please read reverse side for additional information on the rating of your policy. This is your Certificate of Automobile Insurance. Contact your Broker/Agent with any questions or if you require clarification regarding your coverage choices.

TOTAL POLICY PREMIUM	**$.**
MINIMUM NON-REFUNDABLE PREMIUM	**$.**

Silvy Wright
President & CEO
Northbridge

Authorized Representative

Broker	No.	Billing Method	Policy Number	Reason for Issuance
Bunnell Hitchon Insurance Brokers Inc.	6700504		0664494 02	Renewal

Named Insured and Primary Address

Named Insureds as per Schedule 1
279 Weber Street, North
Waterloo, Ontario N2J 3H8

Policy Period	D	M	YR		D	M	YR	
From 12:01 a.m.	01	12	2018	To 12:01 a.m.	01	12	2019	All times are local times at the Named Insured's primary address shown on this Certificate.

Driver Information

Driver No.	Driver Name	Assignment To Vehicle			Territory Description
		Principal	Secondary	Occasional	

With limits as stated in Section 4 of Policy, the following Optional Increased Accident Benefits will be listed on OE 6T if purchased: Caregiver, Housekeeping & Home Maintenance; Medical & Rehabilitation & Attendant Care ($130,000/$1,000,000); Optional Catastrophic Impairment (additional $1,000,000 added to Standard Benefit or Optional Medical, Rehabilitation & Attendant Care Benefit); Death & Funeral; Dependant Care; Indexation Benefit (Consumer Price Index). Income Replacement ($600/$800/$1000) will be listed on OE 6T with selected limit if purchased.

Surcharges, Discounts, Other Messages:

Broker	No.	Billing Method	Policy Number	Reason for Issuance
Bunnell Hitchon Insurance Brokers Inc.	6700504		0664494 02	Renewal

Named Insured and Primary Address

Named Insureds as per Schedule 1

Policy Period	D	M	YR		D	M	YR	
From 12:01 a.m.	01	12	18	To 12:01 a.m.	01	12	19	All times are local times at the Named Insured's primary address shown on this Certificate.

This is a brief explanation of the insurance outlined in this Certificate.

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 may 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 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 standard level of benefits provided in the policy. The optional benefits your insurance company must offer are: income replacement; medical, rehabilitation and attendant care; optional catastrophic impairment; caregiver, housekeeping and home maintenance; death and funeral; dependant care; and an indexation benefit.

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.

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.

OPCF No. 23A - Lienholder Protection - 1. Purpose of this Change - 1.1 This change is part of your policy. It protects the lienholder's interest in your automobile if you have a claim for a loss covered under Section 6: "Direct Compensation - Property Damage" and Section 7 of your policy, "Loss or Damage Coverages." **2. Joint Payment** - If we are settling a claim with you and your automobile is not repaired or the lost or damaged parts are not replaced, we will jointly pay you and the lienholder for any loss covered under Section 6 of your policy, "Direct Compensation - Property Damage" and Section 7 of your policy, "Loss or Damage Coverages." **3. Notifying the Lienholder** - If any coverage in Section 6 and/or in a subsection of Section 7 of your policy is cancelled, we must notify the lienholder in writing at least fifteen days before the cancellation. However, this obligation ends on the expiry date shown on this form. If you have purchased any coverage under Section 7 but do not cooperate with any reasonable arrangements we make to inspect your automobile, we must notify the lienholder in writing. The lienholder's rights under the coverage will not be affected except after 15 days following the date of mailing such notice. All other terms and conditions of your policy remain the same.

THIS CERTIFICATE CONTAINS IMPORTANT INFORMATION ABOUT YOUR AUTOMOBILE INSURANCE.

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 14 years imprisonment for cases involving an amount over $5,000 or otherwise a maximum of 2 years imprisonment.

Cancellation Request (To be filled out and sign in the event of cancellation).
In consideration of the return of unearned premium, to follow if any, this policy is hereby cancelled an surrendered, and the interim and renewal certificate, if any, for same, acknowledged to be of no effect.

Time _____ a.m.

_____ p.m.

Effective Date of Cancellation	Signature of Insured	Signature of Leinholder/Mortgagee/Lessor

Northbridge Insurance

Northbridge General Insurance Corporation

(Hereinafter called the Insurer)

SCHEDULE 1
(ATTACHED TO THE CERTIFICATE OF AUTOMOBILE INSURANCE (FOR RIDESHARING – ONTARIO))

Issued to:	RideCo Inc.	**Effective Date:**	December 01, 2018
Policy Number:	0664494 02	**Broker:**	Bunnell Hitchon Insurance Brokers Inc.

It is hereby declared and agreed that the Name of the Insured appearing in the Certificate of Automobile Insurance shall read: RideCo Inc., any **Rideshare Driver** while in the pre-acceptance period or the post-acceptance period and any **Rideshare Vehicle Owner**.

"Rideshare Driver" shall only mean an individual that is operating an automobile in connection with the use of a **Digital Network** (i) while the driver has logged into a **Digital Network** and is available to receive requests to carry **Ridesharing** passenger(s); or (ii) while the automobile is en route to pick up a **Ridesharing** passenger(s) following the acceptance through a **Digital Network** of a request to transport such passenger(s); or (iii) while the automobile is carrying a **Ridesharing** passenger(s) including the dropping off of a **Ridesharing** passenger(s).

"Rideshare Vehicle Owner" means the owner of an automobile operated by a **Rideshare Driver** while in the pre-acceptance period or the post-acceptance period or, if the automobile is leased, the lessee of the automobile operated by the **Rideshare Driver** while in the pre-acceptance period or the post-acceptance period.

"Digital Network" is defined as any online-enabled application, software, website or system offered or utilized by a **Transportation Network Company** that enables **Ridesharing** with drivers.

"Authorized Digital Network" is any **Digital Network** listed in the Schedule below.

Schedule of Authorized Digital Networks

RideCo for Partners – Passenger App

"Ridesharing" is defined as a service through which passengers obtain and pay for on-demand transportation provided by a **Rideshare Driver** through a **Digital Network** controlled by a **Transportation Network Company**. This definition does not include any usage of the automobile when the **Rideshare Driver** is not logged into and available to receive requests from a **Digital Network**, or for taxicab services or licensed limousine or livery services.

"Transportation Network Company" is defined as a business entity that uses a **Digital Network** to connect passengers to services provided by **Rideshare Driver**(s).

"**Described Automobiles**" means automobiles operated by **Rideshare Drivers** while in the pre-acceptance period or the post-acceptance period.

TO BE READ IN CONJUNCTION WITH THE "OE 6T - COVERAGE FOR RIDESHARING ENDORSEMENT" WHICH FORMS PART OF THE POLICY TO WHICH THIS SCHEDULE 1 IS ATTACHED.

Lessors Schedule (For Ridesharing - Ontario)

Attached to the Certificate Of Automobile Insurance (For Ridesharing - Ontario) and forming part of Policy No.: 0664494 02

Named Insured: Named Insured Per Schedule 1 **Effective Date:** December 01, 2018

Broker Name: Bunnell Hitchon Insurance Brokers Inc. **No.:** 6700504

It is hereby declared and agreed that the name of the Lessor in the Certificate of Automobile Insurance (For Ridesharing – Ontario) shall include all Lessors leasing an automobile to a **Rideshare Vehicle Owner**.

"Lessor" means in respect of an automobile, a person who is leasing or renting an automobile to another person for any period of time and "leased" has the corresponding meaning.

"Rideshare Driver" shall only mean an individual that is operating an automobile in connection with the use of a **Digital Network** (i) while the driver has logged into a **Digital Network** and is available to receive requests to carry **Ridesharing** passenger(s); or (ii) while the automobile is en route to pick up a **Ridesharing** passenger(s) following the acceptance through a **Digital Network** of a request to transport such passenger(s); or (iii) while the automobile is carrying a **Ridesharing** passenger(s) including the dropping off of a **Ridesharing** passenger(s).

"Rideshare Vehicle Owner" means the owner of an automobile operated by a **Rideshare Driver** while in the pre-acceptance period or the post-acceptance period or, if the automobile is leased, the lessee of the automobile operated by the **Rideshare Driver** while in the pre-acceptance period or the post-acceptance period.

"Digital Network" is defined as any online-enabled application, software, website or system offered or utilized by a **Transportation Network Company** that enables **Ridesharing** with drivers.

"Authorized Digital Network" is any **Digital Network** listed in the Schedule below.

Schedule of Authorized Digital Networks

RideCo for Partners – Passenger App

"Ridesharing" is defined as a service through which passengers obtain and pay for on-demand transportation provided by a **Rideshare Driver** through a **Digital Network** controlled by a **Transportation Network Company**. This definition does not include any usage of the automobile when the **Rideshare Driver** is not logged into and available to receive requests from a **Digital Network**, or for taxicab services or licensed limousine or livery services.

"Transportation Network Company" is defined as a business entity that uses a **Digital Network** to connect passengers to services provided by **Rideshare Driver**(s).

Lienholders (to whom loss may be jointly payable) **Schedule (For Ridesharing - Ontario)**

Attached to the Certificate Of Automobile Insurance (For Ridesharing - Ontario) and forming part of Policy No.:	0664494 02		
Named Insured:	Named Insured Per Schedule 1	**Effective Date:**	December 01, 2018
Broker Name:	Bunnell Hitchon Insurance Brokers Inc.	**No.:**	6700504

It is hereby declared and agreed that the name of the Lienholder in the Certificate of Automobile Insurance (For Ridesharing – Ontario) shall include all Lienholders who have a registered lien on an automobile owned or leased by a **Rideshare Vehicle Owner**.

"Lienholders" mean in respect of an automobile, any persons who have a registered lien on an automobile owned or leased by a **Rideshare Vehicle Owner**.

"Rideshare Driver" shall only mean an individual that is operating an automobile in connection with the use of a **Digital Network** (i) while the driver has logged into a **Digital Network** and is available to receive requests to carry **Ridesharing** passenger(s); or (ii) while the automobile is en route to pick up a **Ridesharing** passenger(s) following the acceptance through a **Digital Network** of a request to transport such passenger(s); or (iii) while the automobile is carrying a **Ridesharing** passenger(s) including the dropping off of a **Ridesharing** passenger(s).

"Rideshare Vehicle Owner" means the owner of an automobile operated by a **Rideshare Driver** while in the pre-acceptance period or the post-acceptance period or, if the automobile is leased, the lessee of the automobile operated by the **Rideshare Driver** while in the pre-acceptance period or the post-acceptance period.

"Digital Network" is defined as any online-enabled application, software, website or system offered or utilized by a **Transportation Network Company** that enables **Ridesharing** with drivers.

"Authorized Digital Network" is any **Digital Network** listed in the Schedule below.

Schedule of Authorized Digital Networks

RideCo for Partners – Passenger App

"Ridesharing" is defined as a service through which passengers obtain and pay for on-demand transportation provided by a **Rideshare Driver** through a **Digital Network** controlled by a **Transportation Network Company**. This definition does not include any usage of the automobile when the **Rideshare Driver** is not logged into and available to receive requests from a **Digital Network**, or for taxicab services or licensed limousine or livery services.

"Transportation Network Company" is defined as a business entity that uses a **Digital Network** to connect passengers to services provided by **Rideshare Driver**(s).

ONTARIO ENDORSEMENT NO. 6T - COVERAGE FOR RIDESHARING ENDORSEMENT

Issued to:	Effective Date of Change Year Month Day	Policy Number
Named Insured Per Schedule 1	2018 12 01	0664494 02

See your Certificate of Automobile Insurance (For Ridesharing – Ontario) for which automobiles this change applies to:

COVERAGE AND LIMITS FOR LOSSES ARISING WHILE IN THE **PRE-ACCEPTANCE PERIOD**:	COVERAGE AND LIMITS FOR LOSSES ARISING WHILE IN THE **POST-ACCEPTANCE PERIOD**:
Liability - Coverage Limit $ 1,000,000	Liability - Coverage Limit $ 2,000,000
All Perils, Collision, Comprehensive and Specified Perils (Subject to section 3 of this endorsement and the deductible as per OE 21T)	All Perils, Collision, Comprehensive and Specified Perils (Subject to section 3 of this endorsement and the deductible as per OE 21T)
Family Protection Coverage ((OPCF 44R) with Coverage Limit of $ 1,000,000)	Family Protection Coverage ((OPCF 44R) with Coverage Limit of $ 2,000,000)
	OPCF's 20, 43, 43A (Subject to section 3 of this endorsement)

1. Purpose of This Change

This change is part of your policy. It removes one of the limitations in section 1.8.1 of your policy, "General Exclusion," to permit the automobile(s) to be used to carry paying passengers only in relation to the **Pre-Acceptance Period** and the **Post-Acceptance Period**.

2. What We Will Cover

We will provide primary coverage for the automobile(s) as outlined in the Certificate of Automobile Insurance (For Ridesharing – Ontario), only while the automobile is used in the **Pre-Acceptance Period** and the **Post-Acceptance Period**, subject to section3. Limitation On Your Coverage and section 4 What We Will Not Cover of this endorsement.

For greater clarity, for the purpose of determining the order in which to pay Statutory Accident Benefits as set out under s. 268 of the *Insurance Act* in respect of claims made for Statutory Accident Benefits by a **Rideshare Driver**, this policy shall respond prior to any other policy of which the **Rideshare Driver** is an insured or named insured, subject to section 4. What We Will Not Cover of this endorsement.

For greater clarity, for the purpose of determining the order in which third party liability provisions of any policies respond under s. 277(1.1) of the *Insurance Act* in respect of a claim made for loss or damage for bodily injury or death arising directly or indirectly from the use or operation of the automobile that is leased while in the **Pre-Acceptance Period** or the **Post- Acceptance Period**, this policy shall respond prior to any other policy under which the Lessor is entitled to indemnity as an insured named in a contract subject to section 4 What We Will Not Cover of this endorsement.

3. Limitation On Your Coverage

3.1 It is a condition precedent to coverage under this endorsement for All Perils, Collision, Comprehensive and Specified Perils that the same coverage be "in force"* at the time of loss on the **Rideshare Vehicle Owner**'s Ontario Automobile Policy (OAP 1) or Ontario Garage Automobile Policy (OAP 4) insuring the automobile.

3.2 It is a condition precedent to coverage under this endorsement for OPCF 20, that the vehicle be in the **Post-Acceptance Period** and that the same coverage be "in force"* at the time of loss on the **Rideshare Vehicle Owner**'s Ontario Automobile Policy (OAP 1) or Ontario Garage Automobile Policy (OAP 4) insuring the automobile.

3.3 It is a condition precedent to coverage under this endorsement for OPCF 43 and OPCF 43A, that the vehicle be in the **Post-Acceptance Period** and that the same coverage or a Replacement Cost endorsement be "in force"* at the time of loss on the **Rideshare Vehicle Owner**'s Ontario Automobile Policy (OAP 1) or Ontario Garage Automobile Policy (OAP 4) insuring the automobile.

*For the purpose of this Limitation On Your Coverage, "in force" means in force but for the exclusion in section 1.8.1, "General Exclusion" of your OAP 1 or section 7.14(c), "Excluded Uses" of your OAP 4 with respect to "carrying paying passengers."

4. What We Will Not Cover

We will not cover the automobile(s) while used for any other purpose other than in the **Pre-Acceptance Period** or in the **Post-Acceptance Period**.

5. Changes in Coverage Limits

Should a **Transportation Network Company** provide **Ridesharing** within a municipality in Ontario which requires higher limits for the **Post-Acceptance Period** than the applicable limit herein stated, we will provide the required higher coverage limits. Such higher coverage limits shall be provided to the **Transportation Network Company** through a separate Certificate of Automobile Insurance outlining specific coverage limits for that municipality. Notwithstanding the aforementioned, should a **Rideshare Driver** pick up a **Ridesharing** passenger in one municipality and drop off the **Ridesharing** passenger in another municipality, the coverage limits for the **Post-Acceptance Period** applicable to the municipality where the trip originated shall always apply.

Definitions.

The Pre-Acceptance Period is the period:

(i) from the moment the **Rideshare Driver** has both logged into an **Authorized Digital Network** and is available to receive requests for transportation services for compensation from prospective **Ridesharing** passenger(s) and/or **Transportation Services Requestor(s)**;

and before

(ii) the **Rideshare Driver** has accepted a request through an **Authorized Digital Network** to provide transportation services or transport **Ridesharing** passenger(s) or has logged out of the **Digital Network**.

The Post-Acceptance Period is the period:

(i) from the moment the **Rideshare Driver** has accepted a request through an **Authorized Digital Network**, including while the automobile is en route to pick up a **Ridesharing** passenger following the acceptance through an **Authorized Digital Network** of a request for transportation services including picking up passenger(s);

(ii) while the automobile is carrying a **Ridesharing** passenger including the dropping off of such passenger, and

(iii) ending when the last **Ridesharing** passenger departs from the automobile, a trip is ended, or a trip is cancelled whichever is later.

"Digital Network" is defined as any online-enabled application, software, website or system offered or utilized by a **Transportation Network Company** that enables **Ridesharing** with drivers.

"Authorized Digital Network" is any **Digital Network** listed in the Schedule below.

Schedule of Authorized Digital Networks

RideCo for Partners – Passenger App

"Ridesharing" is defined as a service through which passengers obtain and pay for on-demand transportation provided by a **Rideshare Driver** through a **Digital Network** controlled by a **Transportation Network Company**. This definition does not include any usage of the automobile when the **Rideshare Driver** is not logged into and available to receive requests from a **Digital Network**, or for taxicab services or licensed limousine or livery services.

"Transportation Network Company" is defined as a business entity that uses a **Digital Network** to connect passengers to services provided by **Rideshare Driver**(s).

"Transportation Services Requestor" is defined as an individual who requests transportation services through the **Digital Network** from a **Rideshare Driver**, which may or not be the prospective **Ridesharing** passenger.

"Rideshare Driver" shall only mean an individual that is operating an automobile in connection with the use of a **Digital Network** (i) while the driver has logged into a **Digital Network** and is available to receive requests to carry **Ridesharing** passenger(s); or (ii) while the automobile is en route to pick up a **Ridesharing** passenger(s) following the acceptance through a **Digital Network** of a request to transport such passenger(s); or (iii) while the automobile is carrying a **Ridesharing** passenger(s) including the dropping off of a **Ridesharing** passenger(s).

"Rideshare Vehicle Owner" means the owner of an automobile operated by a **Rideshare Driver** while in the pre-acceptance period or the post-acceptance period or, if the automobile is leased, the lessee of the automobile operated by a **Rideshare Driver** while in the pre-acceptance period or the post-acceptance period.

"Lessor" means in respect of an automobile, a person who is leasing or renting the automobile to another person for any period of time and "leased" has a corresponding meaning.

Except as otherwise provided in this endorsement, all other conditions of your policy remain the same.

OPCF 20
Coverage For Transportation Replacement

Issued to:	Effective Date of Change			Policy Number
	Year	Month	Day	
Named Insured Per Schedule 1	2018	12	01	0664494 02
Broker Bunnell Hitchon Insurance Brokers Inc.				

See your Certificate of Automobile Insurance for which automobile(s) this change applies to. The additional premium for this change is as indicated on your Certificate of Automobile Insurance.

1. Purpose of This Change

This change is part of your policy. It provides coverage for you when you need to pay for other means of transportation because of loss or damage to your automobile caused by a peril for which you are insured. It replaces coverage by section 7.4.4 of your policy, 'loss of Use due to theft.'

2. What We Will Pay

2.1 In return for the premium charged, we will reimburse you for the reasonable expenses for renting a similar substitute automobile. This includes the reasonable expenses of taxicabs or public transportation.

2.2 The most we will pay is $1,500. per occurrence.

2.3 If the loss of use is because of theft of your entire automobile, this change replaces section 7.4.4 of your policy, 'Loss of Use Due to theft.' But, we will not pay less than the limits described in that section.

3. Limitations on Your Coverage

3.1 We will only pay if the costs for loss or damage to your automobile exceed any applicable deductible amount shown on your Certificate of Automobile Insurance.

3.2 We will reimburse you from:

- the time the loss or damage occurs if your automobile cannot be operated under its own power; or
- 12:01 a.m. of the day following your report to us or the police that your automobile has been stolen.

In all other cases, we will reimburse you from the time your automobile is delivered for repair due to loss or damage.

3.3 Your coverage ends on the date that:

- your automobile is repaired or replaced; or
- we offer you a payment to settle the claim.

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

ONTARIO ENDORSEMENT NO. 21T
REPORTING BASIS FLEET FOR RIDESHARING

Issued to:	Effective Date of Change			Policy Number
	Year	Month	Day	
Named Insured Per Schedule 1	2018	12	01	0664494 02
Broker Bunnell Hitchon Insurance Brokers Inc.				

It is agreed that:

(a) The policy shall provide insurance with respect to all automobiles licensed or required to be licensed in Ontario which are:

(i) owned by and licensed in the name of the insured;

(ii) leased from the following lessor(s) for a period in excess of 30 days on which the insured as lessee is required to provide insurance under a written lease agreement:

Lessor(s) Name(s) and Address(es)
As per Lessors Schedule (Ridesharing – Ontario) Attached

(iii) leased for a period in excess of 30 days under a written lease agreement from a lessor other than those listed above providing the name and address of such lessor is reported to the insurer within 14 days following the date of delivery of the first such leased automobile to the insured;

(iv) rented for a period of not more than 30 days, but only for the coverage provided under sub-section 3.3.5 of the policy, subject to sub-section 2.2.4 of the policy.

(b) 1. We will provide, only for automobiles described in (a) (i), (ii), and (iii) of this change form, Liability, Accident Benefits and Uninsured Automobile Coverages for the limits shown on your Certificate of Automobile Insurance, together with Direct Compensation – Property Damage Coverage as provided in Section 6 of your policy, but subject to any deductible(s) for a particular type of use or description of automobiles shown below.

2. We will also provide, only for automobiles described in (a) (i), (ii), and (iii) of this change form, Loss or Damage Coverages as provided in Section 7 of your policy, but only when a deductible is shown below for a particular type of use or description of automobiles.

Type of use or description of automobiles	DIRECT COMPENSATION-PROPERTY DAMAGE	LOSS OR DAMAGE COVERAGES			
		Specified Perils	Comprehensive	Collision or Upset	All Perils
	Deductible $	Deductible $	Deductible $	Deductible $	Deductible $
Described Automobiles as defined in Schedule 1		**$1,000. Subject to the condition set out in section (h) of this endorsement**	**$1,000. Subject to the condition set out in section (h) of this endorsement**	**$1,000. Subject to the condition set out in section (h) of this endorsement**	**$1,000. Subject to the condition set out in section (h) of this endorsement**
Any type of use or description of automobiles not listed.					
Change Forms attached to the policy OE 6T And Other as per OE 6T					

(c) The schedule of automobiles filed with the insurer includes all automobiles, as set out in (a) above, at the effective date of the Policy or renewal.

NO COVERAGE IS PROVIDED BY THIS CHANGE FORM ON ANY AUTOMOBILE OWNED OR LEASED BY THE INSURED PRIOR TO THE EFFECTIVE DATE OF THE POLICY WHICH IS NOT INCLUDED ON THE SCHEDULE OF AUTOMOBILES FILED WITH THE INSURER UNTIL A REQUEST FOR COVERAGE HAS BEEN FILED WITH THE INSURER.

(d) The total premium stated in the Policy is an advance premium only and is due and payable at the effective date of the Policy.

(e) The premium for this Policy is based on the following rates per Hour & Kilometer and the estimated total of

Receipts ☐ Mileage ☐ Other ☐ for the policy period is 900,000

Insurance Coverages	Rate
Liability	Included
Accident Benefits (Standard Benefits)	Included
Optional Increased Accident Benefits	Not Covered
☑ Coverage Required	
☐ Income Replacement ($600/$800/$1,000) (up to $_____per week)	
☐ Medical, Rehabilitation & Attendant Care (☐ $130,000 or ☐ $1,000,000)	
☐ Optional Catastrophic Impairment (additional $1,000,000 added to Standard Benefit or Optional Medical, Rehabilitation & Attendant Care Benefit)	
☐ Caregiver, Housekeeping & Home Maintenance	
☐ Death & Funeral	
☐ Dependant Care	
☐ Indexation Benefit (Consumer Price Index)	
Uninsured Automobile	Included
Direct Compensation – Property Damage	Included
Loss or Damage	
Specified Perils	Included
Comprehensive	Included
Collision or Upset	Included
All Perils	Included
Change forms as attached to the policy	Included
Total Rate excluding Tax	

(f) On or before the fifteenth of each month during the policy period the insured shall render to the insurer a statement of the actual amount of Receipts ☐ Mileage ☐ Other ☒ (State Applicable Basis of Rating) for the preceding month. Upon receipt of this statement (from the insured) the earned premium shall be computed monthly by applying the rates specified in paragraph (e) and is due and payable as agreed between the insurer and insured.

(g) The insurer shall have the right and opportunity, whenever the insurer so desires, to examine the books and records of the insured insofar as they relate to the premium basis or subject matter of the Policy.

(h) It is a condition precedent to coverage under this policy

(i) for All Perils, Collision, Comprehensive and Specified Perils that the **Rideshare Vehicle Owner** have the same coverage "in force"* at the time of loss on the Ontario Automobile Policy (OAP 1) or Ontario Garage Automobile Policy (OAP 4) insuring the automobile.

(ii) for OPCF 20, that the vehicle be in the **Post-Acceptance Period** and that the same coverage be "in force"* at the time of loss on the **Rideshare Vehicle Owner**'s Ontario Automobile Policy (OAP 1) or Ontario Garage Automobile Policy (OAP 4) insuring the automobile.

(iii) for OPCF 43 and OPCF 43A, that the vehicle be in the **Post-Acceptance Period** and that the same coverage or a Replacement Cost endorsement be "in force"* at the time of loss on the **Rideshare Vehicle Owner**'s Ontario Automobile Policy (OAP 1) or Ontario Garage Automobile Policy (OAP 4) insuring the automobile.

*For the purpose of this condition, "in force" means in force but for the exclusion in section 1.8.1, "General Exclusion" of your OAP 1 or section 7.14(c), "Excluded Uses" of your OAP 4 with respect to "carrying paying passengers."

Definitions

The Pre-Acceptance Period is the period:

(i) from the moment the **Rideshare Driver** has both logged into an **Authorized Digital Network** and is available to receive requests for transportation services for compensation from prospective **Ridesharing** passenger(s) and/or **Transportation Services Requestor(s)**;

and before

(ii) the **Rideshare Driver** has accepted a request through an **Authorized Digital Network** to provide transportation services or transport **Ridesharing** passenger(s) or has logged out of the **Digital Network**.

The Post-Acceptance Period is the period:

(i) from the moment the **Rideshare Driver** has accepted a request through an **Authorized Digital Network**, including while the automobile is en route to pick up a **Ridesharing** passenger following the acceptance through an **Authorized Digital Network** of a request for transportation services including picking up passenger(s);

(ii) while the automobile is carrying a **Ridesharing** passenger including the dropping off of such passenger, and

(iii) ending when the last **Ridesharing** passenger departs from the automobile, a trip is ended, or a trip is cancelled whichever is later.

"Digital Network" is defined as any online-enabled application, software, website or system offered or utilized by a **Transportation Network Company** that enables **Ridesharing** with drivers.

"Authorized Digital Network" is any **Digital Network** listed in the Schedule below.

Schedule of Authorized Digital Networks

RideCo for Partners – Passenger App

"Ridesharing" is defined as a service through which passengers obtain and pay for on-demand transportation provided by a **Rideshare Driver** through a **Digital Network** controlled by a **Transportation Network Company**. This definition does not include any usage of the automobile when the **Rideshare Driver** is not logged into and available to receive requests from a **Digital Network**, or for taxicab services or licensed limousine or livery services.

"Transportation Network Company" is defined as a business entity that uses a **Digital Network** to connect passengers to services provided by **Rideshare Driver**(s).

"Transportation Services Requestor" is defined as an individual who requests transportation services through the **Digital Network** from a **Rideshare Driver**, which may or not be the prospective **Ridesharing** passenger.

"Rideshare Driver" shall only mean an individual that is operating an automobile in connection with the use of a **Digital Network** (i) while the driver has logged into a **Digital Network** and is available to receive requests to carry **Ridesharing** passenger(s); or (ii) while the automobile is en route to pick up a **Ridesharing** passenger(s) following the acceptance through a **Digital Network** of a request to transport such passenger(s); or (iii) while the automobile is carrying a **Ridesharing** passenger(s) including the dropping off of a **Ridesharing** passenger(s).

"Rideshare Vehicle Owner" means the owner of an automobile operated by a **Rideshare Driver** while in the pre-acceptance period or the post-acceptance period or, if the automobile is leased, the lessee of the automobile operated by a **Rideshare Driver** while in the pre-acceptance period or the post-acceptance period.

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

Date _____ Signature _____

OPCF No. 43
Removing Depreciation Deduction

Issued to:	Effective Date of Change			Policy Number
	Year	Month	Day	
Named Insured Per Schedule 1	2018	12	01	0664494 02
Broker Bunnell Hitchon Insurance Brokers Inc.				

See your Certificate of Automobile Insurance for which automobile(s) this change applies to. The additional premium for this change is as indicated on your Certificate of Automobile Insurance.

1. Purpose of This Change

This change is part of your policy. It removes our right to deduct depreciation from the value of your automobile when settling a claim for loss or damage.

2. What We Will Pay

2.1 In return for the premium charged, we remove our right under section 7.7 of your policy, "What We Will Pay," to deduct depreciation from the value of your automobile for loss or damage caused by a peril for which you are insured under Section 7, "Loss or Damage Coverages." This coverage is subject to the deductible shown on your Certificate of Automobile Insurance.

2.2 We will pay the lowest of the following amounts:

- the actual purchase price of the automobile and its equipment,
- the manufacturer's suggested list price of the automobile and its equipment on the original date of purchase, or
- the cost of replacing the automobile with a new automobile of the same make and model, similarly equipped.

These amounts include all applicable taxes.

2.3 Where there is a loss under Section 6 of your policy, "Direct Compensation - Property Damage Coverage," and the amount you are entitled to receive under Section 6 is less than what you would be entitled to receive if sections 2. I and 2.2 above applied, we will pay the difference between the amounts. We will only pay the difference if you have purchased All Perils or Collision or Upset coverage. The amount payable on any claim under this coverage does not include the Direct Compensation - Property Damage deductible that applies to the claim.

3. Limitations on Your Coverage

The following conditions apply:

- you must be the original purchaser and the automobile must be new at the time of delivery; and
- the loss or damage must occur within 30 months of when your automobile was delivered to you. However, if the 30 months end during the term of your policy, your coverage will continue until the expiry date of that policy period.

4. What Is Not Covered

This change does not apply to:

- tires,
- batteries, or
- betterment of the automobile resulting from repairing or replacing parts for prior unrepaired damage.

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

OPCF No. 43A
Removing Depreciation Deduction For Specified Lessee(s)

Issued to:	Effective Date of Change			Policy Number
	Year	Month	Day	
Named Insured Per Schedule 1	2018	12	01	0664494 02
Broker Bunnell Hitchon Insurance Brokers Inc.				

See your Certificate of Automobile Insurance for which automobile(s) this change applies to. The additional premium for this change is as indicated on your Certificate of Automobile Insurance.

1. Purpose of This Change

This change is part of your policy. It removes our right to deduct depreciation from the value of your automobile when settling a claim for loss or damage.

2. What We Will Pay

2.1 In return for the premium charged, we remove our right under section 7.7 of your policy, "What We Will Pay," to deduct depreciation from the value of your automobile for loss or damage caused by a peril for which you are insured under Section 7, "Loss or Damage Coverages." This coverage is subject to the deductible shown on your Certificate of Automobile Insurance.

2.2 We will pay the lowest of the following amounts:

- the value of the automobile and its equipment as stated in the leasing agreement of the specified lessee,
- the manufacturer's suggested list price of the automobile and its equipment at the original date of the leasing agreement, or
- the cost of replacing the automobile with a new automobile of the same make and model, similarly equipped.

These amounts include all applicable taxes.

2.3 Where there is a loss under Section 6 of your policy, "Direct Compensation - Property Damage Coverage," and the amount you are entitled to receive under Section 6 is less than what you would be entitled to receive if sections 2. I and 2.2 above applied, we will pay the difference between the amounts. We will only pay the difference if you have purchased All Perils or Collision or Upset coverage. The amount payable on any claim made under this coverage does not include Direct Compensation - Property Damage deductible that applies to the claim.

3. Limitations on Your Coverage

The following conditions apply:

- you must be the first lessee and the automobile must be new at the time of delivery;
- OPCF 5, "Permission to Rent or Lease Automobiles and Extending Coverage to the Specified Lessee(s)" must be attached to your policy; and
- the loss or damage must occur within 30 months of when your automobile was delivered to you. However, if the 30 months end during the term of your policy, your coverage will continue until the expiry date of that policy period.

4. What Is Not Covered

This change does not apply to:

- tires,
- batteries, or
- betterment of the automobile resulting from repairing or replacing parts for prior unrepaired damage.

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

Issued to:	Effective Date of Change			Policy Number
	Year	Month	Day	
Named Insured Per Schedule 1	2018	12	01	0664494 02
Broker Bunnell Hitchon Insurance Brokers Inc.				

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, 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 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 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 identified owner or identified driver of an uninsured 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; 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 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 subsection means:

(i) independent witness evidence, other than the evidence of a spouse as defined in 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, and any dependant relative of the named insured and his or her spouse, 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, and any dependant relative of either, 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 "spouse" means either of two persons 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 making a claim under this policy; or

(c) have lived together in a conjugal relationship outside marriage,

(i) continuously for a period of not less than three years or

(ii) 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 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 of an accident for which indemnity is provided under this change form.

INSURING AGREEMENT

3. In consideration of a premium charged or as stated in the Certificate of Automobile Insurance to which this change form is attached, the insurer shall indemnity 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 ENDORSEMENT

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 judgement 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 amounts 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 to 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 the automobile(s) against which this endorsement is designated in the schedule of automobiles attached to and forming part of this Policy. If OPCF 44R 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.