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Proclamations

(Great Seal of Ontario)

JAMES K. BARTLEMAN

PROVINCE OF ONTARIO

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.

PROCLAMATION

ONTARIO ENERGY BOARD CONSUMER PROTECTION AND GOVERNANCE ACT, 2003

We, by and with the advice of the Executive Council of Ontario, name August 1, 2003 as the day on which the *Ontario Energy Board Consumer Protection and Governance Act, 2003*, c. 3, comes into force.

WITNESS:

THE HONOURABLE
JAMES K. BARTLEMAN

LIEUTENANT GOVERNOR OF OUR
PROVINCE OF ONTARIO

GIVEN at Toronto, Ontario, on July 24, 2003.

BY COMMAND

DAVID H. TSUBOUCHI
Chair of the Management Board of Cabinet

(Great Seal of Ontario)

JAMES K. BARTLEMAN

PROVINCE DE L'ONTARIO

ELIZABETH DEUX, par la grâce de Dieu, Reine du Royaume-Uni, du Canada et de ses autres royaumes et territoires, Chef du Commonwealth, Défenseur de la Foi.

PROCLAMATION

LOI DE 2003 SUR LA PROTECTION DES CONSOMMATEURS ET LA RÉGIE DE LA COMMISSION DE L'ÉNERGIE DE L'ONTARIO

Sur l'avis du Conseil exécutif de l'Ontario, nous désignons le 1er août 2003 comme le jour où entre en vigueur la *Loi de 2003 sur la protection des consommateurs et la régie de la Commission de l'énergie de l'Ontario*, chap. 3.

TÉMOIN :

L'HONORABLE
JAMES K. BARTLEMAN

LIEUTENANT-GOUVERNEUR DE NOTRE
PROVINCE DE L'ONTARIO

FAIT à Toronto (Ontario) le 24 juillet 2003.

PAR ORDRE

DAVID H. TSUBOUCHI
Président du Conseil de gestion du gouvernement

(6823) 32

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2021



(Great Seal of Ontario)

JAMES K. BARTLEMAN

PROVINCE OF ONTARIO

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.

PROCLAMATION

RED TAPE REDUCTION ACT, 1999

We, by and with the advice of the Executive Council of Ontario, name July 31, 2003 as the day on which the following provisions of the *Red Tape Reduction Act, 1999*, c. 12, come into force:

1. Sections 17 and 19 of Schedule R, which amend the *Highway Traffic Act*.
2. Section 21 of Schedule R.

WITNESS:

THE HONOURABLE
JAMES K. BARTLEMAN

LIEUTENANT GOVERNOR OF OUR
PROVINCE OF ONTARIO

GIVEN at Toronto, Ontario, on July 24, 2003.

BY COMMAND

DAVID H. TSUBOUCHI
Chair of the Management Board of Cabinet

(Great Seal of Ontario)

JAMES K. BARTLEMAN

PROVINCE DE L'ONTARIO

ELIZABETH DEUX, par la grâce de Dieu, Reine du Royaume-Uni, du Canada et de ses autres royaumes et territoires, Chef du Commonwealth, Défenseur de la Foi.

PROCLAMATION

LOI DE 1999 VISANT À RÉDUIRE LES FORMALITÉS ADMINISTRATIVES

Sur l'avis du Conseil exécutif de l'Ontario, nous désignons le 31 juillet 2003 comme le jour où entrent en vigueur les dispositions suivantes de la *Loi de 1999 visant à réduire les formalités administratives*, chap. 12 :

1. Les articles 17 et 19 de l'annexe R, qui modifient le *Code de la route*.
2. L'article 21 de l'annexe R.

TÉMOIN :

L'HONORABLE
JAMES K. BARTLEMAN

LIEUTENANT-GOUVERNEUR DE NOTRE
PROVINCE DE L'ONTARIO

FAIT à Toronto (Ontario) le 24 juillet 2003.

PAR ORDRE

DAVID H. TSUBOUCHI
Président du Conseil de gestion du gouvernement

(6824) 32

(Great Seal of Ontario)

JAMES K. BARTLEMAN

PROVINCE OF ONTARIO

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.

PROCLAMATION

BUILDING CODE STATUTE LAW AMENDMENT ACT, 2002

We, by and with the advice of the Executive Council of Ontario, name,

1. September 1, 2003 as the day on which the following provisions of the *Building Code Statute Law Amendment Act, 2002*, c. 9, come into force:

Section 5, subsections 6 (1) and (2), sections 16, 24, 25 and 27, subsection 31 (1), section 34, subsections 40 (1) and 41 (1), section 43, subsections 51 (6), (9), (11), (12), (13), (14) and (15) and 53 (3) and sections 54 and 55, which amend the *Building Code Act, 1992*.

Sections 57 and 58.

2. July 1, 2005 as the day on which the remaining provisions of the Act, except subsections 20 (3) and 51 (3), come into force, which amend the *Building Code Act, 1992* and the *Planning Act*.

WITNESS:

THE HONOURABLE
JAMES K. BARTLEMAN

LIEUTENANT GOVERNOR OF OUR
PROVINCE OF ONTARIO

GIVEN at Toronto, Ontario, on July 24, 2003.

BY COMMAND

DAVID H. TSUBOUCHI
Chair of the Management Board of Cabinet

(Great Seal of Ontario)

JAMES K. BARTLEMAN

PROVINCE DE L'ONTARIO

ELIZABETH DEUX, par la grâce de Dieu, Reine du Royaume-Uni, du Canada et de ses autres royaumes et territoires, Chef du Commonwealth, Défenseur de la Foi.

PROCLAMATION

LOI DE 2002 MODIFIANT DES LOIS EN CE QUI CONCERNE LE CODE DU BÂTIMENT

Sur l'avis du Conseil exécutif de l'Ontario, nous désignons ce qui suit :

1. d'une part, le 1er septembre 2003 comme le jour où entrent en vigueur les dispositions suivantes de la *Loi de 2002 modifiant des lois en ce qui concerne le code du bâtiment*, chap. 9 :

L'article 5, les paragraphes 6 (1) et (2), les articles 16, 24, 25 et 27, le paragraphe 31 (1), l'article 34, les paragraphes 40 (1) et 41 (1), l'article 43, les paragraphes 51 (6), (9), (11), (12), (13), (14) et (15) et 53 (3) et les articles 54 et 55, qui modifient la *Loi de 1992 sur le code du bâtiment*.

Les articles 57 et 58.

2. d'autre part, le 1er juillet 2005 comme le jour où entrent en vigueur les dispositions restantes de la Loi, à l'exception des paragraphes 20 (3) et 51 (3), qui modifient la *Loi de 1992 sur le code du bâtiment* et la *Loi sur l'aménagement du territoire*.

TÉMOIN :

L'HONORABLE
JAMES K. BARTLEMAN

LIEUTENANT-GOUVERNEUR DE NOTRE
PROVINCE DE L'ONTARIO

FAIT à Toronto (Ontario) le 24 juillet 2003.

PAR ORDRE

DAVID H. TSUBOUCHI
Président du Conseil de gestion du gouvernement

(6825) 32

Government Notices Respecting Corporations Avis du gouvernement relatifs aux compagnies

Certificates of Dissolution Certificats de dissolution

NOTICE IS HEREBY GIVEN that a certificate of dissolution under the *Business Corporations Act*, has been endorsed. The effective date of dissolution precedes the corporation listings.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément à la *Loi sur les compagnies*, un certificat de dissolution a été inscrit pour les compagnies suivantes : la date d'entrée en vigueur précède la liste des compagnies visées.

Name of Corporation: Dénomination sociale de la compagnie :	Ontario Corporation Number Numéro de la compagnie en Ontario
2003-06-09	
K R M CONSULTING LIMITED	370101
MACMOR LEASING & SALES INC.	860603
2003-06-11	
1465247 ONTARIO INC.	1465247
2003-06-19	
MATTE'S PLUMBING LIMITED	248513
2003-06-23	
M & G AERO SALES & SERVICES INC.	1069642
TRINITY HEALTH SERVICES INC.	686864
2003-06-24	
LAP YAN INTERNATIONAL INC.	1116953
WENTWORTH PLASTICS INC.	962279
1191549 ONTARIO LTD.	1191549
2003-06-26	
BOFIELD HOLDINGS INC.	503444
JOHN BODLEY ENTERPRISES LIMITED	336806
LAKEVIEW CHIROPRACTIC TSC INC.	1278294
MAK'S ENTERPRISES LTD.	1454437
MANBROS CARPENTRY INC.	1050331
MCQUARRIE REAL ESTATE AND INSURANCE INCORPORATED	316680
MICRO-MUR ALUMINUM EXTRUSION INC.	1113156
NORMAC ELECTRO HYDRAULICS INC.	1015115
P.S.D. ENTERPRISES INC.	1202959
PUBLICITY IMPORTERS LIMITED	276087
R.M. BOYLE & ASSOCIATES LTD.	487983
SANTA'S HELPER (NORTHERN AND EASTERN) INC.	972453
SUN WAY TRADING INC.	779811
TG+V INC.	1296462
TOWEL KING INC.	1279188
TYCO HOLDINGS INC.	1448100
VALENTI'S RESTAURANT LTD.	1311954
WAGNER PULPWOOD INDUSTRIES LIMITED	689276
WHITE SANDS TRAVEL SERVICE INC.	1142994
1011624 ONTARIO LTD.	1011624
1213109 ONTARIO LTD.	1213109
1233684 ONTARIO INC.	1233684
1276410 ONTARIO INC.	1276410
1303812 ONTARIO LTD.	1303812

Name of Corporation: Dénomination sociale de la compagnie :	Ontario Corporation Number Numéro de la compagnie en Ontario
2005129 ONTARIO INC.	2005129
458692 ONTARIO LIMITED	458692
544873 ONTARIO LIMITED	544873
839614 ONTARIO INC.	839614
2003-06-27	
E. F. JUNIPER INVESTMENTS INC.	1298132
2003-06-29	
DAVID SPARKES & ASSOCIATES LIMITED	1183478
DI NINO HAIR DESIGN LTD.	1130196
H F TOOL & MACHINE INC.	1035852
JOHNSON'S MOTEL (WINDSOR) INC.	408875
MARIGOLD HOLDINGS CORPORATION	857724
PO MAN TRADING INC.	1166952
WALLACE MENDER LTD.	405843
575899 ONTARIO LIMITED	575899
942016 ONTARIO INC.	942016
2003-06-30	
AL-ART CONSTRUCTION LIMITED	204199
ANDLES' LIMITED	961186
ARDIEL ASSOCIATES ADVERTISING (HAMILTON) LIMITED	238940
CATHY MIGLIACCI MANAGEMENT CONSULTANT INC.	623093
CHARLES KING CONSULTING LIMITED	381685
CHARLEZ TRANSLATION LIMITED	219544
GOLDEN SILVER TRADING INC.	1129727
HERDMAN MECHANICAL INC.	832560
INDOCHINE MARKET INC.	1047623
J. G. CRUICKSHANK LIMITED	145707
LOKA LIMITED	239599
M-F STABLES LIMITED	460175
MAXCONNET CONSULTING INC.	1280422
PARKVILLE SQUARE INC.	352793
RIDEAU PLACE LTD./PLACE RIDEAU LTEE	652712
SHELTON SCIENTIFIC GLASS LTD.	1196607
STANLEY POLLITT INVESTMENTS LIMITED	153689
THE LIGHT PLAN GROUP INC.	1033365
WILHURST CORPORATION LIMITED	133310
1057689 ONTARIO INC.	1057689
1070681 ONTARIO LIMITED	1070681
1147140 ONTARIO INC.	1147140
1171607 ONTARIO LTD.	1171607
1252576 ONTARIO LIMITED	1252576
399848 ONTARIO LIMITED	399848
503313 ONTARIO INC.	503313
605670 ONTARIO INC.	605670
668194 ONTARIO INC.	668194
800716 ONTARIO LTD.	800716
921650 ONTARIO LIMITED	921650
956359 ONTARIO INC.	956359
980464 ONTARIO INCORPORATED	980464
2003-07-02	
A. KISICEK MAINTENANCE LTD.	585096
CMI INSTALLATIONS LTD.	1085428

Name of Corporation: Dénomination sociale de la compagnie :	Ontario Corporation Number Numéro de la compagnie en Ontario	Name of Corporation: Dénomination sociale de la compagnie :	Ontario Corporation Number Numéro de la compagnie en Ontario
SATNAM EXPRESS INC.	1317659	1364779 ONTARIO LTD.	1364779
2003-07-03		2003-07-09	
DAHANS FASHION OPTICAL LTD.	994092	BOB BURTON OF MUSKOKA LIMITED	219241
ON-TECHNOLOGY SOLUTIONS CORPORATION	912457	R. F. HOWE ENTERPRISES INC.	78898
SHEARN CONSTRUCTION LTD.	971774	2003-07-15	
SYDOR & ASSOCIATES REALTY INC.	1151760	847052 ONTARIO INC.	847052
2003-07-04		2003-07-16	
ALBITA HOLDINGS LTD.	1103694	1267521 ONTARIO INC.	1267521
AND PUPPY DOG TAILS INC.	1559259	2003-07-17	
AVISAT COMMUNICATIONS INC.	1264334	1015446 ONTARIO INC.	1015446
BOLLING HOLDINGS LIMITED.	376184	564381 ONTARIO LTD.	564381
CARMEN'S PAINTING CO. LIMITED	280652	2003-07-18	
CATION FINANCIAL SERVICES LTD.	1014024	YANEZ CONSTRUCTION INC.	499540
COTTINGHAM TIRE & BATTERY LIMITED	129006	1331823 ONTARIO LTD.	1331823
CREATIVE QUALITY HOMES INC.	1201148	870058 ONTARIO INC.	870058
DAKOTA ROADHOUSE LTD.	987242	2003-07-20	
DAYLITE INVESTMENTS LIMITED	205042	ACURATE CAULKING LTD.	1434621
E.C.L. AVIATION INCORPORATED	1251469	ARENCO IMPORT-EXPORT INC.	1149621
ECCLES ELEVATOR LIMITED	451320	J & J METAL PRODUCTS LTD.	900982
EDEXCO INC.	918256	1450420 ONTARIO INC.	1450420
HEMBRUFF AND DAMBROWITZ LIMITED	88840	985419 ONTARIO INC.	985419
HENRY TANAKA LIMITED	238586	2003-07-21	
I/FO TECHNOLOGIES LTD.	1252111	BRAULT DOZERS LTD.	736395
INFO-SMART TECHNOLOGY INC.	1288635	NATIONAL CAPITAL ABSTRACTS LTD.	1091394
JAHAN INFORMATION TECHNOLOGY CONSULTING INC.	1283659	SALON 7600 INC.	874789
KENWAR INVESTMENTS LIMITED	213240	1350922 ONTARIO INC.	1350922
KOTEC ENTERPRISE (CANADA) LTD.	1241607	703243 ONTARIO LIMITED	703243
KWONG KEE HO COMPANY LTD.	702653	782295 ONTARIO INC.	782295
LORETTA POMPILIO FINE ART LTD.	922324	882084 ONTARIO LIMITED	882084
LUEN'S INC.	862051	2003-07-22	
LYNN KEANE & ASSOCIATES INC.	623649	A.J. BUTLER ENTERPRISES LTD.	958978
OAK LAND LIMITED	1285804	HEMLOCK PARK FARM, LTD.	71065
OLSCO INVESTMENTS LTD.	577937	KIMITEX CANADA INC.	1442463
PICO LINK LTD.	1344406	MIRIADET INC.	1461085
PROLINK SYSTEMS CONSULTING INC.	1306847	NEW CONCEPTS ENTERTAINMENT INC.	1219429
ROSENEATH JIUJITSU AND KARATE CLUB INC.	1088557	SWIFT WIND ENERGY CORPORATION	2020078
ROYAL FISH & CHIPS LTD.	368677	TAURUS FUELS INC	744736
SIA TRADING LTD.	941794	1050242 ONTARIO LIMITED	1050242
ZACCAGLINO BROS. CONSTRUCTION INC.	868061	1291391 ONTARIO INC.	1291391
1176632 ONTARIO LIMITED	1176632	5000 YONGE STREET INC.	953680
1317649 ONTARIO INC.	1317649	533692 ONTARIO LIMITED	533692
1371648 ONTARIO LIMITED	1371648	2003-07-23	
1420871 ONTARIO INC.	1420871	ALLAMO VENTURES INC.	804692
526492 ONTARIO LIMITED	526492	ASHDBTECH INC.	1522211
635260 ONTARIO INC.	635260	CAINSVILLE FAMILY RESTAURANT & LOUNGE LTD.	1360953
701515 ONTARIO INC.	701515	DAVID HOLDINGS INC.	1396835
709270 ONTARIO INC.	709270	DEADLINE ENGINEERING & DESIGN INC.	515147
924445 ONTARIO INC.	924445	JUNALL INVESTMENTS LTD.	1316962
972414 ONTARIO LTD.	972414	NFA/ADJUSTERS INTERNATIONAL INC.	754013
2003-07-07		RANDEEP TRANSPORT INC.	1123332
ARLEE'S SHOPPE LIMITED	251715	SHARDEN ENTERPRISES LIMITED	876614
CLASSICAL PORTRAITS LTD.	1094924	SHEPHERD SOUND PRODUCTIONS (NORTH AMERICA) INC.	1052105
DOMAINE MARIA GORETTI INC.	685247	TEG TRUCKING LTD.	1140089
FAST SERVICE EQUIPMENTS & CRANES INC.	1471891	THIRTEEN SINGH LTD.	1421120
GIB-WEST INC.	927811	TIVTAX BUSINESS SERVICES LTD.	1132240
KINKADE HOLDINGS LTD.	408576	TOR BAY & CO. LTD.	611320
MAINLY WINDOW DISTRIBUTORS LTD.	374034	URAPAR TRANSPORT INC.	1199008
O'DONNELL KARATE INC.	1277209	1039244 ONTARIO LIMITED	1039244
PATON STEENSON ASSOCIATES INC.	1034503	1093628 ONTARIO INC.	1093628
ROY-L CAPITAL INC.	940309	1130352 ONTARIO INC.	1130352
SAPNE ENTERTAINMENT INC.	1430375	1243951 ONTARIO LIMITED	1243951
TOWNVEST INC.	754114	1249974 ONTARIO INC.	1249974
1046287 ONTARIO INC.	1046287	1264264 ONTARIO INC.	1264264
813838 ONTARIO LTD.	813838	1303115 ONTARIO INC.	1303115
846054 ONTARIO LIMITED	846054	1341098 ONTARIO LTD.	1341098
2003-07-08		1345697 ONTARIO INC.	1345697
DABLOT NOVELTY INC.	1340053	1366695 ONTARIO INC.	1366695
ILLUMINATE CANADA INC.	1422811	1522322 ONTARIO INC.	1522322
LOUIE LINGUINI'S SOCIAL & CORPORATE CATERING INC.	1283949	1541649 ONTARIO INC.	1541649
SWL CONSTRUCTION CONSULTANTS INC.	1284856	3A COMPUTERS INC.	933778
		681197 ONTARIO INC.	681197

Name of Corporation: Dénomination sociale de la compagnie :	Ontario Corporation Number Numéro de la compagnie en Ontario
788096 ONTARIO INC.	788096
798009 ONTARIO INC.	798009
2003-07-24	
BOULDER MANAGEMENT INC.	1442141
CANADEER LIMITED	961183
ION-TRON SCIENTIFIC LIMITED	329037
MASTERMIND MANAGEMENT SERVICES LIMITED	386690
PARIGO NOVELTIES INC.	1173538
SILVER DRAGON MOUNTAIN LTD.	1342687
1243620 ONTARIO LTD.	1243620
1392867 ONTARIO LIMITED	1392867
1474046 ONTARIO INC.	1474046
1507722 ONTARIO LTD.	1507722
505746 ONTARIO LIMITED	505746

B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(6830) 32

Cancellations for Cause (Business Corporations Act) Annulations à juste titre (Loi sur les sociétés par actions)

NOTICE IS HEREBY GIVEN that by orders under section 240 of the *Business Corporations Act*, the certificates set out hereunder have been cancelled for cause and in the case of certificates of incorporation the corporations have been dissolved. The effective date of cancellation precedes the corporation listing.

AVIS EST DONNÉ PAR LA PRÉSENTE que, par des ordres donnés en vertu de l'article 240 de la *Loi sur les sociétés par actions*, les certificats indiqués ci-dessous ont été annulés à juste titre et, dans le cas des certificats de constitution, les sociétés ont été dissoutes. La dénomination sociale des compagnies concernées est précédée de la date de prise d'effet de l'annulation.

Name of Corporation: Dénomination sociale de la compagnie :	Ontario Corporation Number Numéro de la compagnie en Ontario
2003-07-29	
BURMAN MANAGEMENT GROUP INC.	1375376
CLCS GENERAL PARTNER X LIMITED	1314374
CONKEY FARMS LIMITED	224469
DANBRIDGE CONSTRUCTION INC.	1243485
DOWNTOWN FURNISHED SUITES INC.	1151607
KAIMAN HOSPITALITY SERVICES INC.	1162460
KAIMAN MANAGEMENT GROUP INC.	1234521
MACNAMARA INVESTMENTS LIMITED	1119933
MATRIX INSTALLATIONS INC.	1419642
MONAGHAN CABLE CONNECTIONS INC.	421038
PAAN HOTELS LIMITED	141903
REAL DEALS INTERNATIONAL INC.	1402809
REENA'S CATERING LTD.	1451434
ROBERT AREND LIMITED	206929
SITRAKA SHARECO INC.	1352909
THE WHOLE BEAN INC.	908109
UJAJIN INC.	2011820
523863 ONTARIO LIMITED	523863
676068 ONTARIO LIMITED	676068
894174 ONTARIO INC.	894174
1069257 ONTARIO LIMITED	1069257
1214556 ONTARIO LIMITED	1214556

Name of Corporation: Dénomination sociale de la compagnie :	Ontario Corporation Number Numéro de la compagnie en Ontario
1237453 ONTARIO LIMITED	1237453
1250395 ONTARIO LTD.	1250395
1291160 ONTARIO LIMITED	1291160
1291161 ONTARIO LIMITED	1291161
1291545 ONTARIO INC.	1291545
1425529 ONTARIO INC.	1425529
1425530 ONTARIO INC.	1425530

B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(6829) 32

Cancellation of Certificates of Incorporation (Business Corporations Act) Annulation de certificat de constitution en personne morale (Loi sur les sociétés par actions)

NOTICE IS HEREBY GIVEN that by orders under subsection 241 (4) of the *Business Corporations Act*, the certificates of incorporation set out hereunder have been cancelled and corporation(s) have been dissolved. The effective date of cancellation precedes the corporation listing.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241 (4) de la *Loi sur les sociétés par actions*, les certificats présentés ci-dessous ont été annulés et les compagnies ont été dissoutes. La dénomination sociale des compagnies concernées est précédée de la date de prise d'effet de l'annulation.

Name of Corporation: Dénomination sociale de la compagnie :	Ontario Corporation Number Numéro de la compagnie en Ontario
2003-08-01	
732884 ONTARIO LIMITED.	732884
EUROPEAN HARDWOOD FLOORING INC.	1278736
NORTH AMERICAN BUSINESS GROUP, INC.	1398176

B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(6832) 32

Notice of Default in Complying with the Corporations Tax Act Avis d'inobservation de la loi sur les corporations

The Director has been notified by the Minister of Revenue that the following corporations are in default in complying with the *Corporations Tax Act*.

NOTICE IS HEREBY GIVEN under subsection 241 (1) of the *Business Corporations Act*, that unless the corporations listed hereunder comply with the requirements of the *Corporations Tax Act* within 90 days of this notice, orders will be made dissolving the defaulting corporations. All enquiries concerning this notice are to be directed to Corporations Tax Branch, Ministry of Revenue, 33 King Street West, Oshawa, Ontario L1H 8H6.

Le ministre du Revenu a informé l'administrateur unique que les compagnies suivantes n'avaient pas respecté la Loi sur l'imposition des personnes morales.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241 (1) de la *Loi sur les compagnies*, si les compagnies citées ci-dessous ne se conforment pas aux prescriptions énoncées par la Loi sur l'imposition des personnes morales dans un délai de 90 jours suivant la réception du présent avis, lesdites compagnies se verront dissoutes par décision. Pour tout renseignement relatif au présent avis, veuillez vous adresser à la Direction de l'imposition des compagnies, ministère du Revenu, 33, rue King ouest, Oshawa (Ontario) L1H 8H6.

Name of Corporation: Dénomination sociale de la compagnie :	Ontario Corporation Number Numéro de la compagnie en Ontario
ALANDMOE INDUSTRIES LTD.	291252
AUTOMATION EXCELLENCE LTD.	976644
BAYVIEW COLLEGE HOMES INC.	1276645
CENTRAL INNOVATIONS SCIENTIFIC RESEARCH AND EXPERIMENTAL DEVELOPMENTS, INC.	1284344
CHRISTOPHER PIES INC.	914952
CORE MINERALS INC.	1276718
DAVID A.G. MILLS ASSOCIATES LTD., ARCHITECT	658840
ENTERPRISE BUYER'S SERVICE (CANADA) INC.	926482
EXCEL MARKETING (CANADA) INC.	1276016
FORTUNE INDUSTRY AND TRADE CO. LTD.	1284808
HAUTE TENSION ELECTRIC INC.	1282432
HAVE-A-SUB LIMITED	1276925
HAYWARD INVESTMENTS INC.	1279817
HERITAGE INC.	1276000
HURON ONE INC.	931668
JAMES LUMBERS GRAPHICS LIMITED	147332
LET'S DO GREEK INC.	1276924
MALLORY'S FIRE PROTECTION CO. LTD.	589017
NEW YORK HUT LTD.	1283414
ONLINE AUTOMATION INC.	1276628
PACE SALES AND MANUFACTURING COMPANY	246828
PARAMOUNT BOND FINANCIAL INC.	1275903
PATRICK WESLEY CLOTHIERS CORP.	1169158
RAY MASTERS TELEVISION LIMITED	297776
SKINNERS INTERNATIONAL INC.	1285752
SUGAR MAGNOLIA INC.	1283338
SUPERLINE REFRIGERATION MANUFACTURING CO. LIMITED	123213
SUPREME CHOICE SEAFOOD INC.	1276778
TECHNOLOGY UNLIMITED LIMITED	301724
TIMING, ORGANIZATION, PLANIFICATION (T.O.P.) INC.	1275974
TRI-MAC INVESTMENTS INC.	1282718
TRILLI INVESTMENTS INC.	1282717
TRU-TEX CLEANERS AND LAUNDERERS LIMITED	146108
WALLACE SHUTE ENTERPRISES LIMITED	154180
1066848 ONTARIO INC.	1066848
1234999 ONTARIO INC.	1234999
1267862 ONTARIO INC.	1267862
1268413 ONTARIO INC.	1268413
1275815 ONTARIO INC.	1275815
1275960 ONTARIO INC.	1275960
1276002 ONTARIO LTD.	1276002
1276765 ONTARIO LTD.	1276765
1282612 ONTARIO LIMITED	1282612
1283350 ONTARIO LTD.	1283350
1283357 ONTARIO LTD.	1283357
1283370 ONTARIO LIMITED	1283370
1283496 ONTARIO INC.	1283496
262480 HOLDING COMPANY LIMITED	262480

B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(6831) 32

Co-operative Corporations Act (Certificate of Amendment of Articles Issued) La Loi sur les sociétés coopératives (Certificat de modification de statut)

NOTICE IS HEREBY GIVEN that, under the *Co-operative Corporations Act*, amendment to article have been effected as follows:

AVIS EST PAR LA PRÉSENTE DONNÉ qu'en vertu de la *Loi sur les sociétés coopératives* la modification suivante a été apportée au statut de la compagnie mentionnée ci-dessous :

Date of Incorporation: Date de constitution :	Name of Co-operative: Nom de la Coopérative :	Effective Date Date d'entrée en vigueur
--	--	--

2003-02-21	Art on Sparks Gallery: Ottawa Artists' Co-operative Inc. Change its name to: Galleriart: Ottawa Artists' Co-operative Gallery Inc.	2003-07-23
------------	--	------------

JOHN M. HARPER,
Director, Compliance Branch, Licensing and
Compliance Division by delegated authority
from the Superintendent of Financial Services
Directeur, Observation des lois et des règlements
Division de la délivrance des permis et de
l'observation des lois et des règlements
en vertu des pouvoirs délégués par le
surlintendant des services financiers

(6827) 32

Marriage Act Loi sur le mariage

June 2003

CERTIFICATES OF PERMANENT REGISTRATION as a person authorized to solemnize marriage in Ontario have been issued to the following:

LES CERTIFICATS D'ENREGISTREMENT PERMANENT autorisant à célébrer des mariages en Ontario ont été délivrés aux suivants :

Name	Location	Effective Date
Ripley, Alan	Paincourt	2-Jun-03
Nguyen, Minh	Windsor	2-Jun-03
Feltham, Trevor	Collingwood	2-Jun-03
Perry, C Mark	Toronto	2-Jun-03
Beasley, Kenneth	Peterborough	2-Jun-03
Oh, Kwang Yong	Toronto	2-Jun-03
John, Jame	Toronto	2-Jun-03
Cici, Foti	Toronto	2-Jun-03
Zahid, Mohammad	Mississauga	2-Jun-03
Condie-Bennett, Ingrid	Maberly	2-Jun-03
Stenhouse, Kevin	Pictou	2-Jun-03
Terho, Matti	Dunvegan	4-Jun-03
Gibson, Deanna	Sarnia	4-Jun-03
Dearlove, Donald	Toronto	4-Jun-03
DeSouza, Raymond Joseph	Kingston	4-Jun-03
Clarke, Barry	Westbrook	4-Jun-03
Clarke, Bonnie	Kingston	4-Jun-03
Linkletter, Deborah Marlene Louise	Pickering	4-Jun-03
James, Marcelle Rachael Josephine	Brampton	4-Jun-03

Krupa, Karen	St Thomas	4-Jun-03	Jacobi, Patricia Ann	Welland	26-Jun-03
Brinkerhoff, Jesse Brian	Brampton	4-Jun-03	Graham, Marilyn R A	Lowlands	26-Jun-03
Torres, Wesley Rocha	Hamilton	4-Jun-03	Gillies, Marlene	Lowlands	26-Jun-03
Reed, Tim	Strathroy	4-Jun-03	Maclean, Rollande	Chapleau	26-Jun-03
Clarke, Brian Robert	Orangeville	6-Jun-03	Lewis, Cadmore	Markham	26-Jun-03
Diet, Beverly Joyce	Windsor	6-Jun-03	Dewhurst, Wayne	London	26-Jun-03
Sabourin, Kimberly	Gloucester	6-Jun-03	Reggler, William Ronald	Orleans	26-Jun-03
Mirzakhanyan, Hayk Kimitas	Mississauga	6-Jun-03	Goodrich Dyer, Claire	Oshawa	26-Jun-03
Lohnes, Sharon Marie	Fordwich	6-Jun-03	Jacques, Roland	Ottawa	26-Jun-03
Lockhart, Laura	Dryden	6-Jun-03	Ross, Bonnie Ann	South River	26-Jun-03
Lockhart, Ross A	Dryden	6-Jun-03	Kim, Hee-Soo	Etobicoke	27-Jun-03
Rusibira, Wilfred	Toronto	6-Jun-03	Lee, Man-Kew	Etobicoke	27-Jun-03
Robinson Hui, Marylin	Hamilton	10-Jun-03	Francis, David C	Tecumseh	27-Jun-03
Grundy, Richard	Nepean	10-Jun-03	Swain, Owen W	Windsor	27-Jun-03
Livingstone, Allan	Goderich	10-Jun-03	Chamberlain, Marilyn	Niagara Falls	27-Jun-03
Goulette, Mona	London	10-Jun-03	Klosterman, Christa	Ravenna	27-Jun-03
Morrison, Allen John	London	10-Jun-03	Pittman, James Alan	Toronto	27-Jun-03
Birch, Richard	Burlington	10-Jun-03	Burns, John Micheal	Georgetown	27-Jun-03
Morris, Paul	Mississauga	10-Jun-03	Yang, Yeongjae	Etobicoke	27-Jun-03
Ruddick, Michael	Ottawa	10-Jun-03	St Louis, Callistus	Parkhill	30-Jun-03
Kerslake, Geoffrey P	Nepean	10-Jun-03	Ward, Maxwell	Minden	30-Jun-03
Harris, Gordon Charles	Mississauga	10-Jun-03	Misener, Donald G	Peterborough	30-Jun-03
Inkum, Joseph	Mississauga	10-Jun-03	Marche, Gary	Borden	30-Jun-03
Simpson, Oscar Wilfred	Verona	10-Jun-03			
Phillips, Kathryn	Stouffville	10-Jun-03			
Graves, Dianne May	Sutton	10-Jun-03			
Tamas, Richard Andrew	Toronto	10-Jun-03			
John, Ajit Samuel	Toronto	10-Jun-03			
Crothwait, Anne	Toronto	10-Jun-03			
Alltree, Judith M	Toronto	10-Jun-03			
Wreford, Kathryn Elizabeth	Lucan	10-Jun-03			
Maw, Linda May	Tupperville	10-Jun-03			
Walsh, Brian	Toronto	13-Jun-03			
Vega, Felipe	Ridgetown	13-Jun-03			
Lewandowski, Darius	Strathroy	13-Jun-03			
Anis, Bishop Yassa	Toronto	13-Jun-03			
Lee, Nolan	Toronto	13-Jun-03			
Lucas, Shawn	Etobicoke	13-Jun-03			
Carr, Geoff	Kingston	13-Jun-03			
Wesley, Bert Andrew	Toronto	13-Jun-03			
Haughton, Timothy John	Toronto	13-Jun-03			
Kay, M Catherine	Guelph	13-Jun-03			
LaRiviere, Vivianne E	Toronto	13-Jun-03			
Tremblay, Raymond M	Toronto	13-Jun-03			
Bombardier, Daniel	Chatham	17-Jun-03			
McKoen, Lincoln Gary	Oakville	17-Jun-03			
Wilson, Susan Dorcas	Georgetown	17-Jun-03			
Herber, Grace	Niagara Falls	17-Jun-03			
Esau, Brent	St Catharines	17-Jun-03			
Holnbeck, Brenda	Windsor	17-Jun-03			
Roberts, Shirley	Pictou	17-Jun-03			
Roberts, Samuel	Pictou	17-Jun-03			
Dunk, Paul Michael	Waterloo	17-Jun-03			
Brown, Wendy E	London	17-Jun-03			
Shaw, Kevin J	Gananoque	17-Jun-03			
Timpson, Steven Earl	Perth Rd, ON	17-Jun-03			
Mwimba, Rodgers Kunda	Sudbury	17-Jun-03			
Panossian, Gomidas	Cambridge	17-Jun-03			
Kennphaas, Marienus	Bancroft	19-Jun-03			
Evans, Paul	Ottawa	19-Jun-03			
Davids, Hopeton	Brampton	19-Jun-03			
Morales, Mauricio R	Scarborough	24-Jun-03			
Racine, Robert	Kapuskasing	24-Jun-03			
Adam, Desmond	Ottawa	24-Jun-03			
Fernandez, Leonte	Hamilton	24-Jun-03			
Kay, Richard David	Brantford	24-Jun-03			
Young, Carl	Newcastle	24-Jun-03			
Wood, Margaret	New Liskeard	24-Jun-03			
Lucy, Patricia	Orangeville	24-Jun-03			
Guyatt, Pamela	Hamilton	24-Jun-03			
Morrow, Christina	Milverton	24-Jun-03			
Mittleholtz, Bradley Jason	Warton	24-Jun-03			
Horvath, Elina Marjatta	South Porcupine	24-Jun-03			
Douglas, Linda	Kitchener	24-Jun-03			
Mackenzie, M Elizabeth	Toronto	24-Jun-03			
Davis, Christina V M	Inverary	24-Jun-03			

RE-REGISTRATIONS

Name	Location	Effective Date
Wentzlaff, Lloyd	Kitchener	2-Jun-03
Fox, Harold	London	2-Jun-03
Mullins, John	Toronto	2-Jun-03
Chaulk, Violet	LaSalle	4-Jun-03
Granter, Charles	Windsor	4-Jun-03
Jones, Teresa	North Bay	10-Jun-03
Putman, Richard Paul	Magnetewan	13-Jun-03
Phelan, Daniel	Toronto	17-Jun-03
Saunders, Doris	Windsor	17-Jun-03
Rehkopf, Randall	Kitchener	19-Jun-03

CERTIFICATES OF TEMPORARY REGISTRATION as a person authorized to solemnize marriage in Ontario have been issued to the following:

LES CERTIFICATS D'ENREGISTREMENT TEMPORAIRE autorisant à célébrer des mariages en Ontario ont été délivrés aux suivants :

Name	Location	Effective Date
Raymer, Donald Paul	Rockwood, ON	2-Jun-03
June 26, 2003 to June 30, 2003		
Carson, Derryl J	Apple Valley, MN	2-Jun-03
Aug. 20, 2003 to Aug. 25, 2003		
Durrett, Richard Mayson Payne	Oromocto, NB	2-Jun-03
July 3, 2003 to July 7, 2003		
Leatherman, J Artley	Goshen, IN	2-Jun-03
Oct. 2, 2003 to Oct. 6, 2003		
Bullerwell, Victor Scott	Peterborough	2-Jun-03
June 5, 2003 to June 9, 2003		
Bullerwell, Victor Scott	Peterborough	2-Jun-03
July 10, 2003 to July 14, 2003		
Leckie, Jean Elizabeth	Georgetown, ON	2-Jun-03
June 26, 2003 to June 30, 2003		
Petit, Philippe	Ottawa	2-Jun-03
July 17, 2003 to July 21, 2003		
Yu, Hwan Jin	Mississauga	4-Jun-03
June 20, 2003 to June 24, 2003		
Bender, Lani Marie	Winnipeg, MB	4-Jun-03
Aug. 14, 2003 to Aug. 18, 2003		
Pritchett, Lorne C	St John's, NL	4-Jun-03
July 10, 2003 to July 14, 2003		
Lewis, Monty	Fredericton, NB	4-Jun-03
July 16, 2003 to July 20, 2003		

Laird, Norman June 19, 2003 to June 23, 2003	Lloydminster, AB	4-Jun-03	Robertson, Locksley June 26, 2003 to June 30, 2003	Mississauga	19-Jun-03
McKay, Gordon Bruce Aug. 7, 2003 to Aug. 11, 2003	Shilo, MB	6-Jun-03	Fortier, D John P June 26, 2003 to June 30, 2003	Port How	19-Jun-03
Sawatsky, Bartley Sept. 18, 2003 to Sept. 22, 2003	Mississauga	6-Jun-03	Lefneski, David Aug. 7, 2003 to Aug. 11, 2003	Montreal	19-Jun-03
Sawatsky, Bartley July 3, 2003 to July 7, 2003	Mississauga	6-Jun-03	Sinclair, James Aug. 1, 2003 to Aug. 5, 2003	Stellarton, NS	19-Jun-03
Moorman, Melvin Aug. 28, 2003 to Sept. 1, 2003	Souris, NB	6-Jun-03	Johns, Emmett July 31, 2003 to Aug. 4, 2003	Montreal	19-Jun-03
Silvaggio, Carmelo June 26, 2003 to June 30, 2003	Bari, Italy	10-Jun-03	Newell, thomas June 26, 2003 to June 30, 2003	Keewatin	24-Jun-03
Hannon, John B June 19, 2003 to June 23, 2003	Awquith, Australia	10-Jun-03	Scott, Paul July 17, 2003 to July 21, 2003	Mountain Grove	24-Jun-03
Peterson, Keith July 24, 2003 to July 28, 2003	Barriere	10-Jun-03	Yorty, Thomas July 17, 2003 to July 21, 2003	Buffalo, NY	24-Jun-03
Gagnier, Jerome June 26, 2003 to June 30, 2003	Stoney Point	10-Jun-03	Danic, Walter Steven July 2, 2003 to July 6, 2003	Thornton	24-Jun-03
Bahr, Mark A July 17, 2003 to July 21, 2003	Farmington Hills, MI	10-Jun-03	Houtby, Ruth July 24, 2003 to July 23, 2003	Sackville, NB	24-Jun-03
Hejnar, Steven Aug. 27, 2003 to Aug. 31, 2003	Dollard-Des- Ormeaux	10-Jun-03	Shepherd, Kevin July 17, 2003 to July 21, 2003	Burlington	24-Jun-03
Allison, Benjamin Chike June 12, 2003 to June 16, 2003	Toronto	10-Jun-03	Friedrich, Carl A July 27, 2003 to Aug. 1, 2003	Kingston	26-Jun-03
Rider, Maurice July 3, 2003 to July 7, 2003	Mississauga	10-Jun-03	Lacroix, Michel Aug. 30, 2003 to Sept. 3, 2003	Quebec	26-Jun-03
Bigras, Joseph Andre Sept. 4, 2003 to Sept. 8, 2003	Aylmer, PQ	10-Jun-03	Crozman, Randy July 10, 2003 to July 14, 2003	Nova Scotia	26-Jun-03
Jolin, Gaston June 12, 2003 to June 16, 2003	Rollet, PQ	12-Jun-03	Decary, Daniel Aug. 7, 2003 to Aug. 11, 2003	Quebec	26-Jun-03
Stasker, Robert Louis Oct. 2, 2003 to Oct. 6, 2003	Grand Rapids, MI	13-Jun-03	Maloney, Thomas F Apr. 28, 2004 to May 3, 2004	USA	26-Jun-03
Lawrence, Errol Aug. 15, 2003 to Aug. 19, 2003	Lacombme, AB	13-Jun-03	Hoch, Dale George Aug. 27, 2003 to Aug. 31 2003	Waterloo	27-Jun-03
Tower, David L Aug. 28, 2003 to Sept. 1, 2003	Guelph	13-Jun-03	Chedore, Keith Aug. 14, 2003 to Aug. 18, 2003	N.B	27-Jun-03
Guebert, Clifford Charles July 17, 2003 to July 21, 2003	Edmonton	13-Jun-03	Grimard, Rocky Sept. 4 2003 to Sept. 8 2003	Toronto	30-Jun-03
Lauer, Eugene Aug. 7, 2003 to Aug. 11, 2003	Chicago, IL	13-Jun-03	Macdonald, K Ian July 15 2003 to July 19 2003	B.C. Coquitlam	30-Jun-03
Charbonneau, William R Aug. 14, 2003 to Aug. 18, 2003	Arlington, VA	13-Jun-03			
Fearon, David C Aug. 30, 2003 to Sept. 3, 2003	Surrey, BC	13-Jun-03			
Pisarek, John July 24, 2003 to July 23, 2003	W. Leechurg, PA	13-Jun-03			
Crosby, Douglas July 24, 2003 to July 23, 2003	Labrador City, NL	13-Jun-03			
Lebovits, Menachem July 4, 2003 to July 8, 2003	London, UK	17-Jun-03			
Lewis, Lynn Aug. 21, 2003 to Aug. 25, 2003	Campbellford	17-Jun-03			
Baker, Francis Allen July 10, 2003 to July 14, 2003	Scarborough	17-Jun-03			
Tyrrell, John James June 26, 2003 to June 30, 2003	Navan	17-Jun-03			
Varble, Roberta Aug. 1, 2003 to Aug. 5, 2003	Cleveland, OH USA	17-Jun-03			
Barnes, Phyllis July 3, 2003 to July 7, 2003	London	17-Jun-03			
Richardson, Grant G July 31, 2003 to Aug. 4, 2003	Stirling	19-Jun-03			
Richardson, Grant G Sept. 18, 2003 to Sept. 22, 2003	Stirling	19-Jun-03			
Wotton, Patricia Lynne Aug. 14, 2003 to Aug. 18, 2003	Winnipeg	19-Jun-03			
Fairhead, Jeremy July 24, 2003 to July 23, 2003	London	19-Jun-03			
Greening, Mark June 27, 2003 to July 1, 2003	Oakville	19-Jun-03			

CERTIFICATES OF CANCELLATION OF REGISTRATION as a person authorized to solemnize marriage in Ontario have been issued to the following:

LES AVIS DE RADIATION de personnes autorisées à célébrer des mariages en Ontario ont été envoyés à :

Name	Location	Effective Date
Rider, Donald	Peterborough	3-Jun-03
Straiton, Leigh	Meaford	3-Jun-03
Misener, Donald	Peterborough	4-Jun-03
White, Steven	Arnprior	4-Jun-03
Dopp, Hubert	Dunnville	9-Jun-03
Toward, Jean	Vinemount	9-Jun-03
Saldanha, Lawrence	Toronto	9-Jun-03
LeDrew, Eric	London	9-Jun-03
Shiner, Gary d	Kitchener	18-Jun-03
St Jean, Norine	Manitouwadge	18-Jun-03
Deobald, Robert Keith	Petawawa	18-Jun-03
Buick, Samuel	Waterloo	18-Jun-03
Heerebout, Wiliam	Woodstock	24-Jun-03
Bushing, Frank	Ottawa	24-Jun-03
Romano, Richard	Owen Sound	24-Jun-03
Waites, Michael	Willowdale	27-Jun-03
Purdy, Malcolm	Tillsonburg	27-Jun-03

The Insurance Act/Loi sur les assurances**Ontario Automobile Policy
(OAP 1)****Owner's Policy**

Approved by the Superintendent of Financial Services for use as the standard Owner's Policy
on or after October 1, 2003

About This Policy

This is your automobile insurance policy. It is written in easy to understand language. Please read it carefully so you know your rights and obligations and the rights and obligations of your insurance company.

Here is a summary of each Section of the policy. For details of each coverage and the conditions that apply, consult the appropriate Sections of the policy.

Section 1 - Introduction contains information that applies to the entire policy. In order to understand what is covered and what is not covered by each coverage, you should read Sections 1 and 2 and the *entire* Section of the policy that deals with the specific coverage.

Section 2 - What Automobiles Are Covered explains what coverages are available to a described automobile and to other types of automobiles (for example, newly acquired or temporary substitute automobiles) when you have a specific coverage for a described automobile.

Section 3 - Liability Coverage describes what we will cover if someone is killed or injured in an accident, or their property is damaged, when you or other insured persons are at fault in the accident.

Section 4 - Accident Benefits Coverage outlines benefits available if you are injured in an accident, regardless of who caused the accident.

Section 5 - Uninsured Automobile Coverage describes what we will cover if someone is injured or killed by an uninsured motorist or by a hit-and-run driver.

Section 6 - Direct Compensation - Property Damage Coverage describes what we will cover if there is damage to your automobile in an accident that is not entirely your fault.

Section 7 - Loss or Damage Coverages describes optional coverage against loss of, or damage to, your automobile caused by collision, fire, theft and a variety of other unpredictable risks.

Section 8 - Statutory Conditions lists the conditions required by the *Insurance Act* for all automobile insurance policies in Ontario. For convenience, the conditions have been included in each Section of the policy where they apply. If there is a discrepancy between the Statutory Conditions and the wording in the policy, the Statutory Conditions in Section 8 prevail.

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What Insurance is Required by Law?

If you own an automobile that is operated on a highway in Ontario, certain insurance coverages are required by law. You may also choose to buy additional insurance to extend these coverages to protect against other risks. The chart below is **only a general summary** to give you an idea of the insurance coverages available to you. For details of each coverage and the conditions that apply, you should consult the appropriate sections of the policy. If there is a difference between the information in this chart and the appropriate section of the policy, the section of the policy prevails.

You only have a specific coverage if your Certificate of Automobile Insurance shows a premium for it or it is provided at no cost. If you have insured more than one automobile, a premium must be shown for each automobile.

Insurance Required by Law		
Type of Coverage	What the Coverage Does	Policy Section
Liability	Protects you if someone else is killed or injured or their property is damaged. It will pay for legitimate claims against you up to the limit of your coverage, and will pay the costs of settling the claims.	Section 3, Page 14
Accident Benefits	Provides benefits if you are injured in an automobile accident, regardless of who caused the accident. These benefits include: <ul style="list-style-type: none"> • supplementary medical care, rehabilitation and attendant care; • a tax-free income benefit for wage earners or self-employed; • an allowance to those who have no income from employment; • an allowance when a caregiver is injured; and • funeral expenses and death benefits when a person dies in an accident. 	Section 4, Page 19
Uninsured Automobile	Protects you if you are injured or killed by an uninsured motorist or by a hit-and-run driver. Covers damage to your automobile caused by an identified uninsured motorist.	Section 5, Page 23
Direct Compensation - Property Damage	Under certain conditions, covers you in Ontario for damage to your automobile and to property it is carrying when another motorist is responsible.	Section 6, Page 32

Optional Insurance		
Type of Coverage	What the Coverage Does	Policy Section
Increased Liability	You may buy coverage beyond the minimum required by law.	
Loss or Damage to Your Automobile	You may buy coverage to protect you against loss of, or damage to, your automobile caused by collision, fire, theft and a variety of other unpredictable risks.	Section 7, Page 38
Other Optional Coverages	You may buy additional coverages in a number of other areas. Your agent or broker can explain.	

Section 1**Introduction****1.1 This Policy is Part of a Contract**

This policy is part of a contract between you and us. The contract includes three documents:

- a completed and signed Application for Automobile Insurance,
- a Certificate of Automobile Insurance, and
- this policy.

Under the contract, we agree to provide you with the insurance that is summarized on your Certificate of Automobile Insurance, and for which you have agreed to pay a premium.

You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.

1.2 Where You Are Covered

This policy covers you and other insured persons for incidents occurring in Canada, the United States of America and any other jurisdiction designated in the Statutory Accident Benefits Schedule, and on a vessel travelling between ports of those countries. All of the dollar limits described in this policy are in Canadian funds.

1.3 Definitions

In this Section we will explain terms used throughout this policy.

Automobile

In this policy, **motorized snow vehicle** is included in the definition of **automobile**. Regulations may include, or exclude, certain other types or classes of vehicles as automobiles.

In this policy, there is a difference between **a described automobile** and **the automobile**. When we refer to an automobile as **described**, we mean any automobile specifically shown on the Certificate of Automobile Insurance.

When we refer to **the automobile**, we mean:

- a described automobile,
- a newly acquired automobile,
- a temporary substitute automobile,
- other automobiles driven by you, or driven by your spouse, or your same-sex partner, who lives with you, or
- trailers, in certain circumstances.

These types of automobiles are described more fully in Section 2.

Certificate of Automobile Insurance

A **Certificate of Automobile Insurance** is a written document summarizing your insurance coverage. It shows your name and/or organization, and the described automobile or automobiles. It lists the coverages purchased, premiums charged, and the period during which the insurance is in effect.

Covered/Coverage

When we talk of someone or something being **covered**, we mean that they are protected by insurance. When we speak of **coverage**, we are describing what types of protection they have and how much for each type.

Direct Loss or Damage

Direct loss or damage refers to damage or loss caused directly by a peril. This is different than an indirect loss. For example, damage to an automobile resulting from a collision is a direct loss. Loss of the use of an automobile while it is being repaired is an indirect loss.

Excluded Driver

An **excluded driver** is someone specifically not covered by this policy when driving the described, temporary substitute or newly acquired automobile(s). The only exception is coverage for those **Accident Benefits** the law requires to be paid to anyone injured in an automobile accident in Ontario.

Named Insured

The **named insured** is the person or organization to whom the Certificate of Automobile Insurance is issued.

Occupant

In this policy, an **occupant** is a person, including the driver, in or on an automobile, or getting into, on, out of, or off an automobile.

Proof of Loss Form

A **proof of loss form** records the formal statement concerning a loss for

which a claim is submitted. It provides us with all the information we need to determine whether the claim is reasonable and the extent of our liability.

Same-Sex Partner

Same-Sex partner means either of two persons of the same sex who have cohabited continuously for a period of not less than three years, or have cohabited in a relationship of some permanence if they are the natural or adoptive parents of a child.

Spouse

Spouse means either of a man and a woman who:

- are married to each other;
- 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
- are not married to each other and have cohabited continuously for a period of not less than three years, or have cohabited in a relationship of some permanence if they are the natural or adoptive parents of a child.

We and You

Throughout this policy the words **you** and **your** refer to the person or organization shown on the Certificate of Automobile Insurance as the named insured.

Other people may also be covered under certain conditions. We call both them and you **insured persons**.

We, our and **us** mean the company providing the insurance.

1.4 Your Responsibilities

If you fail to meet your responsibilities, claims under this policy, with the exception of certain Accident Benefits, may be denied.

By accepting this contract you agree to the following conditions.

- 1.4.1** You agree to notify us promptly in writing of any significant change of which you are aware in your status as a driver, owner or lessee of a described automobile. You also agree to let us know of any change that might increase the risk of an incident or affect our willingness to insure you at current rates.

You must promptly tell us of any change in information supplied in your original application for insurance, such as additional drivers, or a change in the way a described automobile is used.

- 1.4.2 You agree to inform us of any sale or transfer of your interest in a described automobile except through change of title by succession, death or proceedings under the *Bankruptcy and Insolvency Act* (Canada).
- 1.4.3 If you have purchased optional **Loss or Damage** Coverages, you agree to inform us of any new lien (an interest by others), mortgage or loan that affects a described automobile, as well as any other insurance against loss or damage.
- 1.4.4 You agree to inform us in writing of any incident involving the automobile that must be reported to the police under the *Highway Traffic Act* or for which you intend to make a claim under this policy. You must notify us within seven days of the incident or, if unable, as soon as possible after that.
- 1.4.5 You agree not to drive or operate the automobile, or allow anyone else to drive or operate the automobile, when not authorized by law.
- 1.4.6 You agree not to use or allow anyone to use the automobile in a race or speed test or for any illegal trade or transportation.
- 1.4.7 You agree to permit us to inspect the automobile and its equipment at all reasonable times.

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.

1.5 **Where to Make A Claim and Who May Make It**

You or other insured persons must notify us of a claim and provide proof of the claim. This may be done in person or by registered mail addressed to our chief agent or head office in Ontario.

If you or other insured persons are unable to notify us or complete any required document for good reason, someone may act on your behalf.

If you or other insured persons refuse, or are unable, to complete any required document, anyone to whom any part of the insurance money is payable may do so instead.

1.6 **Our Rights and Responsibilities**

1.6.1 **Payment of Claims**

We will pay legitimate claims within 60 days of receiving a proof of loss. Some claims for **Accident Benefits** will be paid sooner.

If we refuse to pay a claim, we will notify the insured person in writing explaining the reasons why we are not liable to pay.

1.6.2 **If You Have Been Incorrectly Classified and Your Premium is Wrong**

We use rules that determine the amount you pay for each coverage and category of automobile insurance. You are classified according to these rules.

If you have been incorrectly classified, we will correct the situation.

If the incorrect classification resulted in your paying too high a premium, we will refund any premium overpayment with interest. The interest will cover the period for which you were overcharged.

The rate of interest will be the bank rate, as set by the Bank of Canada, on the first day of the last month of the quarter preceding the quarter in which you were incorrectly classified. If the bank rate includes a fraction we will round it off to the next highest number. (The bank rate is the rate at which the Bank of Canada makes short-term loans to chartered banks.)

If the incorrect classification resulted in your paying too low a premium, we will require you to pay an additional premium as long as we tell you within 60 days of the effective date of the policy. We will not charge you interest on the additional premium.

1.6.3 Monthly Premium Payment Option

The law may allow you to pay your premium in equal monthly payments. If so, we may charge you interest at a rate determined by the provincial government under the *Insurance Act* (Ontario).

1.7 Cancelling Your Insurance

1.7.1 When You Cancel

You may cancel your insurance at any time by advising us.

If you cancel, we will calculate the premium you owe on a short rate basis. Short rate means that the premium you owe will include our handling costs. We will refund anything due to you as soon as possible.

There may be a minimum premium set out in your Certificate of Automobile Insurance. This will not be refunded.

1.7.2 When We Cancel

Where your policy has been in effect for less than 60 days, we may only terminate your policy for a reason that we have filed with the Financial Services Commission of Ontario.

Where your policy has been in effect for more than 60 days, we may only terminate your policy for one of the following reasons:

- non-payment of premium,
- you have given false particulars of the automobile,
- you have knowingly misrepresented or failed to disclose information that you were required to provide in the application for automobile insurance, or
- the risk has changed materially.

If we cancel your insurance, we will notify you in writing. We must give you five days notice if we deliver the cancellation in person, or 15 days notice by sending the cancellation by registered mail to your last known address. The 15-day period starts the day after the registered letter reaches the post office that will deliver the letter to you.

We will calculate the premium you owe on a proportionate basis. Proportionate means you will pay for the actual number of days you were covered. For example, if half the premium period is over, you will pay half the premium.

There may be a minimum premium shown on your Certificate of Automobile Insurance. This will not be refunded.

If you have paid more than the premium you owe, we will refund the difference when we inform you that we are cancelling your insurance. Your refund may be delayed if the amount of premium you owe is subject to adjustment, or we are waiting for reports in order to determine the premium paid or owing. We will make the refund as soon as possible in that case.

1.8 Who and What We Won't Cover

1.8.1 General Exclusion

Except for certain **Accident Benefits** coverage, there is no coverage under this policy if:

- the automobile is used to carry explosives or radioactive material; or
- the automobile is used as a taxicab, bus, a sightseeing conveyance or to carry paying passengers. **However**, we don't consider the following as situations involving carrying paying passengers:
 - giving a ride to someone in return for a ride,
 - sharing the cost of an occasional trip with others in the automobile,
 - carrying a domestic worker hired by you, your spouse, or your same-sex partner,
 - occasionally carrying children to or from school activities that are conducted within the educational program,
 - carrying current or prospective clients and customers, or
 - reimbursing volunteer drivers for their reasonable driving expenses, including gas, vehicle wear and tear and meals.

1.8.2 Excluded Drivers and Driving Without Permission

Except for certain **Accident Benefits** coverage, there is no coverage (including coverage for occupants) under this policy if the automobile is used or operated by a person in possession of the automobile without the owner's consent or is driven by a person named as an excluded driver of the automobile.

Except for certain **Accident Benefits** coverage, there is no coverage under this policy for an occupant of an automobile used or operated by a person in possession of the automobile without the owner's consent.

1.8.3 Rented or Leased Automobile

Except for certain **Accident Benefits** coverage, there is no coverage under this policy if the automobile is rented or leased to another. **However**, if an insured person is using the automobile for an employer's business and is paid for using it, we won't consider that renting or leasing.

1.8.4 Garage Workers Not Covered

No person who sells, repairs, maintains, stores, services, or parks automobiles as part of a business is covered by this policy while involved in conducting that business, unless the person in fact owns the automobile involved in an incident or is the partner or employee of the owner.

1.8.5 Losses Due to War Activities Not Covered

With the exception of Liability Coverage, this policy does not cover loss, damage, injury or death caused by war activities. War activities include bombardment, invasion, civil war, insurrection, rebellion, revolution, coup, or actions of armed forces while engaged in a war, whether declared or not.

Other restrictions apply to specific coverages, such as Accident Benefits and optional Loss or Damage coverages. These additional restrictions will be described in the appropriate Sections of this policy.

Section 2

What Automobiles Are Covered?

2.1 Described Automobile

A described automobile is any automobile or trailer specifically shown on your Certificate of Automobile Insurance.

Your Certificate of Automobile Insurance shows which coverages you have purchased for each described automobile. The coverages could include:

- Liability,
- Accident Benefits,
- Uninsured Automobile,
- Direct Compensation - Property Damage, and
- Loss or Damage.

2.2. Extending Your Insurance to Other Automobiles

If a premium is shown on the Certificate of Automobile Insurance for a specific coverage for a described automobile, then this coverage may be available in the event of a loss for other types of automobiles under this policy. The following chart summarizes the types of coverage that can be extended to other types of automobiles. This chart is only a guide. Details of coverages are explained later in this Section.

What Types of Coverage Extend to Other Automobiles?

		Coverage Purchased on Described Automobile				
		Liability	Accident Benefits	Uninsured Automobile	Direct Compensation	Loss or Damage
Type of Automobile	Newly Acquired Auto (Replacement Auto)	Yes. The replacement auto has the same coverage as the described automobile it replaces, as long as you notify us within 14 days of delivery of the new automobile.			Yes (Conditions Apply)	
	Newly Acquired Auto (Additional Auto)	Yes, if we insure all automobiles you own for the same type of coverage on the day you take delivery and you notify us within 14 days of delivery of the new automobile.			Yes (Conditions Apply)	
	Temporary Substitute Auto	Yes	Yes	Yes	Yes	Yes (Conditions Apply)
	Any Other Auto	Yes	Yes	Yes	Yes	No
	Owned Trailer (and not described)	Yes, if used in connection with an automobile covered by the policy.			(Conditions Apply)	No
	Non-Owned Trailer	Yes, if used in connection with an automobile covered by the policy.			No	No

2.2.1 Newly Acquired Automobiles

A newly acquired automobile is an automobile or trailer that you acquire as owner and that is not covered under any other policy. It can be either a replacement or an additional automobile. The replacement automobile will have the same coverage as the described automobile it replaces. We will cover an additional automobile as long as:

- we insure all automobiles you own, and
- any claim you make for the additional automobile is made against a coverage we provide for **all** your other automobiles.

Your newly acquired automobile(s) will be insured as long as you inform us within 14 days from the time of delivery and pay any additional premium required.

We may inspect the newly acquired vehicle and its equipment at any reasonable time.

Special Condition: Coverage is not extended to a newly acquired automobile if you are in the business of selling automobiles.

2.2.2 Temporary Substitute Automobile

A temporary substitute automobile is an automobile that is temporarily used while a described automobile is out of service. The described automobile must not be in use by anyone insured by this policy, because of its breakdown, repair, servicing, theft, sale or destruction.

Coverage for a temporary substitute automobile is provided under the automobile policy of the owner of the temporary substitute automobile. However, this policy may provide coverage above and beyond coverage that the owner has purchased.

The following coverages apply to a temporary substitute automobile if a premium is shown for them on the Certificate of Automobile Insurance for the described automobile that is temporarily out of service:

- Liability,
- Accident Benefits,
- Uninsured Automobile, and
- Direct Compensation - Property Damage.

If you have purchased optional **Loss or Damage** Coverages on a described automobile and it is temporarily out of service, there are special conditions about this coverage for temporary substitute automobiles. These conditions are explained in Section 7 - Loss or Damage Coverages of this policy.

Special Condition: A temporary substitute automobile cannot be owned by you or by anyone living in the same dwelling as you.

2.2.3 Other Automobiles

Automobiles, other than a described automobile, are also covered when driven by you, or driven by your spouse, or your same-sex partner, who lives with you.

The following coverages apply to other automobiles if a premium is shown for the coverage on the Certificate of Automobile Insurance for a described automobile:

- Liability,
- Accident Benefits,
- Uninsured Automobile, and
- Direct Compensation - Property Damage.

Special Conditions: For other automobiles to be covered, the following conditions apply:

1. Both the other automobile and a described automobile must not have a manufacturer's gross vehicle weight rating of more than 4,500 kilograms.
2. The named insured is an individual, or if the described automobile is owned by two people, the named insureds are spouses or same-sex partners of each other.
3. Neither you nor your spouse or same-sex partner is driving the other automobile in connection with the business of selling, repairing, maintaining, storing, servicing or parking automobiles.
4. The other automobile is not being used to carry paying passengers or to make commercial deliveries at the time of any loss.
5. **For all coverages, except Accident Benefits,** the other automobile cannot be an automobile that you or anyone living in your dwelling owns or regularly uses. Nor can the other automobile be owned, hired or leased by your employer or the employer of anyone living in your household. However, if you drive one of these other automobiles while an excluded driver under the policy for that automobile, this policy will provide **Liability** and **Uninsured Automobile Coverages** while you drive that automobile.
6. **If you are a corporation, unincorporated association, partnership, sole proprietorship, business or other entity,** the employee or partner for whose regular use a described automobile is supplied, and their spouse or same-sex partner who lives with that person, will be covered when they drive the other automobile, under the following conditions:

- Both the other automobile and the described automobile must not have a manufacturer's gross vehicle weight rating of more than 4,500 kilograms.
- Neither the employee nor partner who is provided with a described automobile, nor their spouses or same-sex partners if they live with the employee or partner, are driving the other automobile in connection with the business of selling, repairing, maintaining, storing, servicing or parking automobiles.
- The other automobile is not being used to carry paying passengers or to make commercial deliveries at the time of any loss.
- The other automobile must not be owned, hired, leased, or regularly or frequently used by you or by your employee or any partner, or by anyone living in the same dwelling as these persons.

This policy doesn't cover the employee or partner or their spouse or same-sex partner if they own, lease or rent any automobile and it is insured as the law requires and does not have a manufacturer's gross vehicle weight rating of more than 4,500 kilograms.

7. For **Direct Compensation - Property Damage** Coverage the other automobile cannot be a described automobile in a motor vehicle liability policy.

2.2.4 Trailers

Any trailer used in connection with the automobile is insured for the following coverages:

- Liability,
- Accident Benefits, and
- Uninsured Automobile.

Special Conditions: Any trailer you own and that is not described in this policy is also covered for **Direct Compensation - Property Damage** Coverage under the following conditions:

- If it is attached to an automobile with a manufacturer's gross vehicle weight rating of not more than 4,500 kilograms, or if not attached, it is normally used with an automobile with a manufacturer's gross vehicle weight rating of not more than 4,500 kilograms.
- It is not designed or used for living in, to carry passengers, or for commercial purposes.

2.3 When You Have Insured Two Or More Automobiles

2.3.1 Under the Same Policy

When more than one automobile is described on your Certificate of Automobile Insurance, we will treat each automobile as if it were insured by a separate policy for claims resulting from its use or operation.

However, in the case of an incident involving an automobile you don't own, we will only pay up to the highest limit that applies to any one automobile described in this policy.

Example

Your automobile policy has Liability Coverage on two automobiles for \$300,000 and \$500,000 respectively. If you are driving someone else's automobile and are involved in an accident, the most we would pay is \$500,000.

2.3.2 Under More Than One Policy

When you have two or more automobiles insured as described automobiles under two or more policies, each automobile will be covered by its respective policy.

However, determining how much we will pay is more complicated if there is an incident in an automobile you don't own.

The amount we will pay under this policy for any incident will be a fraction of the highest policy limit. This fraction will be the proportion that the limit under this policy bears to the total of the limits of all the policies.

In no case will we pay more than this proportion of the highest limit.

Example

You have an automobile with Liability Coverage for \$200,000 under this policy (Policy A) and another automobile with Liability Coverage for \$300,000 under a separate policy (Policy B). If you have an accident while driving an automobile you don't own, here is how we will calculate the amount we will pay.

Step 1. What is the total of the limits of all the policies?

$$\begin{array}{r} 200,000 \text{ (limit under Policy A)} \\ + \quad 300,000 \text{ (limit under Policy B)} \\ \hline 500,000 \text{ (total under both policies)} \end{array}$$

Step 2. What is the proportion of the limit under Policy A to the total from Step 1?

$$\frac{200,000 \text{ (limit under Policy A)}}{500,000 \text{ (total under both policies)}} = \frac{2}{5}$$

Step 3. What is the most we will pay under this policy?

$$\frac{2}{5} \times 300,000 \text{ (highest policy limit)} = 120,000$$

The most we would pay would be 2/5 of the loss, but never more than \$120,000, 2/5 of the highest policy limit. **The other policy will pay the remaining 3/5 of the loss to a maximum of \$180,000.**

2.4. Trailers and Towing

2.4.1 Trailers

An automobile pulling one or more trailers will be treated as a single automobile when determining how much we will pay under **Liability, Accident Benefits and Uninsured Automobile** Coverages. However, they will be treated as separate automobiles when determining the deductibles and how much we will pay under **Direct Compensation - Property Damage** and optional **Loss or Damage** Coverages.

2.4.2 Automobiles in Tow

In any incident involving two or more automobiles owned by different persons and attached to each other, the insurer of each automobile will compensate its insured for losses according to the terms of the **Direct Compensation - Property Damage** and optional **Loss or Damage** coverages.

2.5 **Inspection**

We may inspect the automobile at any reasonable time. If you do not co-operate with any reasonable arrangements for inspection, your optional **Loss or Damage Coverages** under Section 7 may be cancelled and any claims under that Section may be denied.

Section 3**Liability Coverage**

You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.

3.1 Introduction

This Section of your policy provides coverage for amounts that the law holds you or other insured persons responsible for bodily injuries or losses others suffer in an automobile incident.

3.2 Who is Covered

You are covered when you, or anyone else in possession of a described automobile with your consent, uses or operates it. We will consider these other people insured persons.

Your Liability Coverage applies when you or others use or operate certain other types of automobiles. See Section 2 for details and additional conditions.

3.3 What We Cover

You or other insured persons may be legally responsible for the bodily injury to, or death of others, or for damage to the property of others as a result of owning, using or operating the automobile. In that case, we will make any payment on your or other insured persons' behalf that the law requires, up to the limits of the policy.

We will also reimburse anyone covered by this policy for costs involved in providing immediate medical aid needed by someone hurt in an automobile incident.

When we receive notice of loss or damage caused to persons or property we will investigate. We may then negotiate a settlement on behalf of you or other insured persons.

3.3.1 If Someone Sues You

By accepting this policy you and other insured persons irrevocably appoint us to act on your or their behalf in any lawsuit against you or them in Canada, the United States of America or any other jurisdiction designated in the Statutory Accident Benefits Schedule arising out of the ownership, use or operation of the automobile.

If someone sues you or other insured persons insured by this Section for losses suffered in an automobile incident, we will provide a defence and cover the costs of that defence, including investigation costs. We will pay all legal costs the court assesses against you and other insured persons in the lawsuit we have defended.

If there is a judgment against you or other insured persons, we will pay any post-judgment interest owed on that part of the amount the court orders that falls within the liability limits of your policy.

We reserve the right to investigate, negotiate and settle any claim out of court if we choose.

<p>If you are sued for more than the limits of your policy, you may wish to hire, at your cost, your own lawyer to protect yourself against the additional risk.</p>
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3.3.2 How Much We Will Pay

The most we will pay on your behalf and on behalf of all other insured persons insured by this Section, for any one incident (over and above legal costs and post-judgment interest) will be determined by the extent of your coverage. The limit under your policy is shown on the Certificate of Automobile Insurance.

Example

You are sued for injuries suffered by another person in an accident that you are legally responsible for. We will hire lawyers at our expense and cover all costs of your defence in court.

The court orders you to pay \$10,000 in costs and \$600,000 to cover losses. Your liability limit is \$500,000.

We will cover the \$10,000 in costs, and \$500,000 of the judgment. We will also pay any interest owed on that amount from the day of the judgment. You will be responsible for the remaining \$100,000 of the judgment and any interest owed on that.

3.3.3 Outside Ontario

If the incident happens in a jurisdiction covered by this policy in which the minimum liability coverage required is higher than the limit shown on the Certificate of Automobile Insurance, we will honour the higher amount. We also agree not to use any legal defence that would not be available if the policy had been issued in that jurisdiction.

Example

You have an accident in a province where the minimum liability coverage required is \$500,000. Even though you are only carrying \$200,000 worth of liability insurance, we will pay up to \$500,000.

3.3.4 If There is More Than One Named Insured Under This Policy

We will protect you and others named as insured by this policy, for claims made against each other. In such cases, we will act as if a separate policy was issued to each named insured. However, the total amount we will pay (over and above legal costs and post-judgment interest) cannot exceed the maximum coverage shown on the Certificate of Automobile Insurance.

Example

Two people are in business together. Both are named in the insurance policy covering their van. They have bought Liability Coverage of \$500,000.

One day, there is an accident while one is driving and the other is a passenger. Both of them are severely injured as a result of their combined negligence.

They sue each other and one is awarded \$300,000 and the other \$500,000. The combined amount we will pay will not be more than the policy limit of \$500,000 plus legal costs and post-judgment interest.

3.4 Your and Other Insured Persons' Responsibilities

You and other insured persons agree:

- to notify us in writing within seven days of any incident involving loss or damage to persons or property (or, if unable because of incapacity, as soon as possible after that), giving us full details of the incident and any claim arising from it;
- if requested, to give us a statutory declaration that the claim arose out of the use or operation of the automobile and that you or other insured persons were using, operating or responsible for the operation of it;
- to help us obtain all necessary information and evidence about the incident, including the attendance of witnesses, and to cooperate, but not financially, in any legal actions if we ask;
- to send immediately to us everything received in writing concerning the claim, including legal documents; and
- not to assume any liability for the incident, or settle any claim, except at your or other insured persons' own cost, and not to interfere in any legal proceeding or in any negotiations we conduct to settle any claim.

We may, on occasion, be required by law to make payments, even though we are not otherwise liable for them under this policy. If so, you or other insured persons will have to reimburse us upon demand for those payments.

3.5 Other Limitations On Your Coverage

3.5.1 Property Not Covered

Under this Section, we won't cover claims for damage to property carried in or upon the automobile, or claims for damage to other property owned or rented by, or in the care, custody or control of you or other insured persons.

3.5.2 Contamination of Property

Under this Section, we won't cover claims arising from contamination of property carried in the automobile.

3.5.3 Nuclear Hazards

Nuclear energy hazards means radioactive, toxic, explosive or other hazardous properties of substances described in Regulations made under the *Nuclear Safety and Control Act* (Canada).

If you or other insured persons are involved in an incident where the loss or damage is directly or indirectly caused by a nuclear hazard, we will pay up to \$200,000 if you or other insured persons are covered under this policy for a nuclear hazard and you and other insured persons are also insured under a nuclear energy hazard liability policy. We will only pay after the limits of that policy have been paid out.

Section 4**Accident Benefits Coverage**

You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.

4.1 Who is Covered

For the purposes of Section 4, insured persons are defined in the Statutory Accident Benefits Schedule. In addition, insured persons also include any person who is injured or killed in an automobile accident involving the automobile and is not the named insured, or the spouse, same-sex partner or dependant of a named insured, under any other motor vehicle liability policy, and is not covered under the policy of an automobile in which they were an occupant or which struck them.

4.2 Types and Benefits

The details of the Accident Benefits Coverage are set out in the Statutory Accident Benefits Schedule of the *Insurance Act (Ontario)*. This Section outlines the benefits that you and other insured persons may be entitled to receive if injured or killed in an automobile accident. If there is a difference between the interpretation of the wording in this Section and the interpretation of the wording in the Statutory Accident Benefits Schedule, the Statutory Accident Benefits Schedule prevails.

Your insurance company is obligated to inform you and other insured persons about the benefits available.

The benefits in the Statutory Accident Benefits Schedule are:

Income Replacement Benefit

This benefit may compensate you and other insured persons for lost income.

Caregiver Benefit

This benefit may provide compensation for some expenses incurred when you and other insured persons cannot continue as the main caregiver for a member of the household who is in need of care.

Non-Earner Benefit

This benefit may provide compensation if you and other insured persons are completely unable to carry on a normal life and do not qualify for an Income Replacement Benefit or Caregiver Benefit.

Medical Benefit

This benefit may pay for some medical expenses incurred when you or other insured persons are injured. These are expenses that are not covered by any other medical coverage plan.

Rehabilitation Benefit

This benefit may pay for some rehabilitation expenses incurred when you or other insured persons are injured. These are expenses that are not covered by any other plan.

Attendant Care Benefit

This benefit may compensate you and other insured persons for some of the expense of an aide or attendant.

Compensation for Other Expenses

This benefit may pay for some other expenses such as the cost of visiting you and other insured persons during treatment or recovery. It may also pay for some housekeeping and home maintenance, the repair or replacement of some items lost or damaged in the accident, and some lost educational expenses.

Death Benefit

This benefit may pay money to some members of the family of a person who is killed.

Funeral Expenses

This benefit may pay for some funeral expenses.

Optional Benefits

You may purchase any one or more optional benefits to increase the basic level of benefits provided in this Section. The optional benefits are: Increased Income Replacement; Increased Caregiver and Dependant Care; Increased Medical, Rehabilitation and Attendant Care; Increased Death and Funeral. You may also purchase an optional Indexation Benefit, which provides that certain weekly benefit payments and monetary limits will increase on an annual basis to reflect changes in the cost of living.

4.3 How to Apply for Benefits

4.3.1 Applying for Benefits - Procedures and Time Limits

Anyone applying for Accident Benefits must tell us within 7 days of the accident or as soon after that as possible. We will send you or other insured persons an application for Accident Benefits.

The person applying for the benefits must send us the completed application within 30 days of receiving it.

You or other insured persons may still be entitled to benefits if these time limits are not met for good reason, but payment of the benefit may be delayed.

We must pay the Income Replacement Benefit, Non-Earner Benefit or Caregiver Benefit within 14 days of receiving the complete application for those benefits.

We must pay the Death Benefit, Funeral Benefit and Compensation for Other Expenses within 30 days of receiving the complete application.

Unless we ask for an Assessment of Attendant Care Needs form within 14 days of receiving a complete application, we must pay the Attendant Care Benefit within 30 days.

If you or another insured person is claiming the Medical Benefit or Rehabilitation Benefit, your doctor or another member of a health profession must provide us with a treatment plan or other related forms.

In some cases, we can ask you or other insured persons to go for an independent assessment to assess the Medical, Rehabilitation or Attendant Care Benefit needs.

We may ask you or other insured persons to provide additional information in connection with the claim, such as a statutory declaration as to the circumstances that gave rise to the application, or proof of identity. We can also ask you or other insured persons to attend an examination under oath in connection with entitlement to benefits, on reasonable advance notice and at a time and place that are convenient to the person. If the person does not participate as requested, benefits may be delayed or suspended.

If the injuries fall within certain guidelines issued by the Superintendent of Financial Services, you or other insured persons may be entitled to some medical or rehabilitation treatments without our prior approval and before a completed application is submitted.

4.3.2 Choosing Which Benefit to Receive

If you or other insured persons qualify for more than one weekly benefit, we will notify you that you must choose which benefit you will receive. Your choice may be between the Income Replacement, Non-Earner or Caregiver Benefits. You or other insured persons will have 30 days to make your choice.

4.4 Limitations on Your Coverage

You or other insured persons are not entitled to the Income Replacement Benefit, Non-Earner Benefit or Compensation for Other Expenses if you or they:

- knew, or should reasonably have known, that they were operating an automobile without insurance;
- were driving an automobile while not authorized by law to drive;
- were driving an automobile which they were specifically excluded from driving under this policy;
- knowingly operated, or should reasonably have known that the automobile was operated, without the owner's consent;
- made or knew about a material misrepresentation that induced us to issue this policy;
- intentionally failed to notify us of any significant changes as required under Section 1.4.1; or
- were convicted of a criminal offence involving the operation of an automobile.

Section 5**Uninsured Automobile Coverage**

You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.

5.1 Introduction**5.1.1 Uninsured Automobile Coverage Schedule**

This Section of the policy describes the terms and conditions of the coverage set out in the Uninsured Automobile Coverage Schedule under the *Insurance Act* (Ontario). If there is a difference between the interpretation of the wording of this Section and the interpretation of the wording in the Schedule, the Schedule prevails. However, 5.3.3 in this Section is an addition to the coverage provided by the Schedule.

5.1.2 What is an Uninsured Automobile?

An uninsured automobile is one for which neither the owner nor driver has liability insurance to cover bodily injury or property damage arising out of its ownership, use or operation, or the insurance is not collectible. However, this does not include an automobile owned by or registered in the name of the insured person, their spouse or their same-sex partner.

5.1.3 What is an Unidentified Automobile?

An unidentified automobile is one whose owner or driver cannot be determined.

5.2 What We Will Cover**5.2.1 Claims by You or Other Insured Persons for Bodily Injury**

We will pay any amounts you or other insured persons have a legal right to recover as damages from the owner or driver of an uninsured or unidentified automobile for bodily injury resulting from an accident involving an automobile, up to the limits in this Section.

5.2.2 Claims by Others for Bodily Injury or Death

We will pay any amounts any person has a legal right to recover as damages from the owner or driver of an uninsured or unidentified automobile for bodily injury or death of an insured person in an accident involving an automobile, up to the limits in this Section.

5.2.3 Claims for Certain Property Damage

We will pay for damage to and for loss of use of the automobile or its contents, or to both, that you or other insured persons have a legal right to recover from the identified owner or driver of an uninsured automobile in an accident involving an automobile. Subject to the \$300 deductible, we will pay up to \$25,000.

Note: Damage to the automobile caused by an unidentified automobile is not covered under this Section, but optional Loss or Damage Coverages may be available.

5.3 Claims for Bodily Injury or Death

5.3.1 Who is Covered?

The following are insured persons for bodily injury or death:

- Any person who is an occupant of the automobile.
- You, your spouse, your same-sex partner, and any dependent relative of you, your spouse or your same-sex partner,
 - when an occupant of an uninsured automobile, or
 - when not in an automobile, streetcar or railway vehicle if hit by an unidentified or uninsured automobile.
- **If you are a corporation, unincorporated association or partnership**, any director, officer, employee or partner for whose regular use the described automobile is provided, their spouse, same-sex partner, and any dependent relative of you, your spouse or your same-sex partner.
 - when occupants of an uninsured automobile; or
 - when not in an automobile, streetcar or railway vehicle if hit by an unidentified or uninsured automobile.

Note: If the director, officer, employee or partner, their spouse, or their same-sex partner is the owner of an automobile that is insured, this policy does not apply. The policy of that automobile will provide coverage.

5.3.2 Limitation on a Dependent Relative

A dependent relative who owns an insured automobile, or who suffers bodily injury or death while an occupant of his or her own uninsured automobile, is not covered under this Section of your policy.

5.3.3 If the Described Automobile is Leased or Rented

If this policy has been changed to allow the rental or lease of the described automobile for more than 30 days, the person or organization who is the lessee of the automobile is treated as the named insured.

5.3.4 Conditions Applying to Claims for Bodily Injury or Death

A person entitled to claim compensation for the bodily injury or death of an insured person must:

- give us written notice of the claim within 30 days of the accident or, if unable, as soon as possible after that.
- provide us with as much evidence as possible in support of the claim, giving details of the accident and the resulting loss. This should be done within 90 days of the accident or, if unable, as soon as possible after that.
- provide us with a certificate from the medical or psychological advisor of the insured person if we request it. The certificate must state the cause of injury or death and, if appropriate, the nature of the injury and how long any disability is expected to last.
- provide us with details of any other insurance policy, other than a life insurance policy, under which there is a right to compensation.

5.3.5 Accidents Involving Unidentified Automobiles

If an unidentified automobile causes bodily injury or death to an insured person, the insured person or their representative must report the accident within 24 hours, or, if unable, as soon as possible after that, to a police officer or similar authority.

You or other insured persons must give us a written statement within 30 days of the accident, or, if unable, as soon as possible after that, giving a detailed description of what happened. A representative can make the statement. The statement must say whether the accident was caused by someone whose identity cannot be determined. It must also detail the extent of the injuries suffered by you or other insured persons and any property damaged in the accident. The automobile in which you or other insured persons were an occupant at the time of the accident must be available for inspection at our request.

5.3.6 Medical Examinations May Be Required

You or other insured persons may be required to undergo examinations by a qualified medical or psychological advisor at reasonable intervals. When we require an examination, we will give reasonable notice.

We will pay for any examination we require. The person making the claim, or their representative, is entitled to a copy of the medical report, if requested.

5.4 Claims for Property Damage

5.4.1 Who is Covered?

In a claim for damage to the automobile, the owner of the automobile is covered for damage.

In a claim for damage to the contents of the automobile, the owner of the contents is covered for damage.

5.4.2 Conditions Applying to Claims for Property Damage

When making a claim for property damage, you and other insured persons must:

- notify us in writing within seven days of the accident (or, if unable because of incapacity, as soon as possible after that), giving us the best information available at that time concerning the loss or damage and circumstances.
- do as much as is reasonably possible to protect the automobile from further damage. We will pay for any reasonable protection provided. Further damage resulting from failure to provide reasonable protection will not be covered by this policy.
- make no repairs beyond those needed for protection of the automobile, or remove evidence of the damage, without our written consent or until we have had time to inspect the automobile.

- allow us to copy all documents in your or other insured persons' possession that relate to the accident.
- permit us to inspect the automobile at any reasonable time.
- complete a statutory declaration within 90 days of the accident, if requested. The declaration will describe what happened in detail, the cause and amount of the loss, those affected and how, and state that the loss was truly accidental. We will also need to know if any other insurance is involved.
- not leave us to dispose of the automobile unless we agree to accept it. If we decide to replace the automobile or pay its actual cash value, less the deductible specified in your Certificate of Automobile Insurance, we own the salvage.

5.4.3 Our Right to Repair, Replace or Rebuild the Automobile

We have the right to repair, replace or rebuild the automobile rather than pay for the damage. If we choose to do this, we will let you or other insured persons know in writing within seven days of receiving notice of the claim. We will complete the work within a reasonable time using parts of similar kind and quality.

5.4.4 How Much We Will Pay

The most we will pay for the automobile is its actual cash value at the time it was damaged, less the deductible specified in your Certificate of Automobile Insurance.

The value of the loss or damage is based on actual cash value after taking into account depreciation. We will not pay more to repair the automobile than its actual cash value at the time it was damaged, less the deductible specified in your Certificate of Automobile Insurance.

We will pay the lower of the following:

- the cost to repair the loss or damage, less the deductible; or
- the actual cash value of the automobile at the time it was damaged, less the deductible.

Example

Your car is four years old and is hit on the front left side by an identified but uninsured automobile. The damaged part of the body of your car is repaired. We will pay the cost of the repairs, less the \$300 deductible, including new paint for the damaged part of your automobile. If you want the entire car repainted, you will have to pay the cost of painting the rest of the car.

5.5 Claims for Both Bodily Injury and Property Damage

An accident may result in a valid claim for both bodily injury or death **and** for damage to the automobile or its contents. In that case, payments for bodily injury and death have priority on 95% of the total amount payable. Payment for damage to the automobile or contents will have priority on 5%.

Example

An accident in Ontario for which an identified but uninsured driver is responsible destroys your \$20,000 car, and results in injuries to you and your spouse or your same-sex partner, totalling \$350,000.

We will not pay more than the minimum liability limit of \$200,000. Of that money, 95%, or \$190,000, will go toward payment for bodily injury. The remaining 5%, or \$10,000, will apply to the loss of your car.

5.6 Settling a Claim

5.6.1 By Agreement

Questions about whether a claim is valid, and the amount of any payment, can be decided by agreement between us and you or other insured persons making the claim.

5.6.2 By Arbitration

If there is a disagreement, the matter may be settled by arbitration if you or other insured persons ask for it and we agree. The arbitrator will be an individual acceptable to us and you or other insured persons. If both sides can't agree on an arbitrator, then each side will name an arbitrator. The two arbitrators will then appoint a third. A decision supported by at least two of the three will be binding. All arbitrations will be governed by the *Arbitration Act, 1991* (Ontario).

5.6.3 In Court

The matter may be decided in a lawsuit brought against us by you or other insured persons in an Ontario court. If so, we have the right to ask the court to decide who is legally responsible and the amount of compensation owing, unless another Ontario court has already done so in an action that was defended.

5.7 Limitations and Exceptions

5.7.1 Payment Limits

1. We will not pay more than the minimum limits for automobile liability insurance in the jurisdiction in which the accident happens. This amount applies regardless of the number of persons injured or killed, or the damage to the automobile and contents. In no event will we pay more than the minimum liability limits required in Ontario.

Example

You are travelling in a car outside Ontario when you are injured in an accident for which an uninsured driver is responsible. The minimum liability limit in that jurisdiction is \$100,000. Your injuries are serious and are assessed at \$300,000 or more. We will pay no more than \$100,000.

2. We will not pay:
 - any amount, if you or other insured persons can make a valid claim under the liability section of a motor vehicle liability policy.
 - any amount for an accident in a jurisdiction where a valid claim can be made on an unsatisfied judgment fund or similar fund created for the purpose of compensating victims of uninsured or unidentified motorists.
 - for loss or damage caused by radioactive material.
 - for the first \$300 worth of accidental damage to the automobile and its contents.
 - any amount over \$25,000 in any one accident for damage to the automobile and its contents.
 - for loss or damage while a person specifically excluded from this policy is driving the automobile.

5.7.2 Limit Where More Than One Policy Applies

You or other insured persons may have a right to claim benefits from more than one automobile insurance policy covering accidents involving uninsured or unidentified automobiles. In that case, anyone making a claim under this or any other coverage may only recover once for the same loss.

5.8 If You or Other Insured Persons Start a Lawsuit**5.8.1 Send Us the Documents**

You or other insured persons or your representatives may decide to sue the owner, driver or operator of another automobile involved in the accident. In that case, a copy of the documents initiating the lawsuit must be provided to us as soon as the action is started. The documents must be delivered, or sent by registered mail, to our chief agent or head office in Ontario.

5.8.2 If You or Other Insured Persons Win, But Can't Recover Payment

If the court awards compensation but you or other insured persons can't recover from the person responsible, we will pay, if requested, either:

- the full amount of the award; or
- where some compensation has been paid, the difference between what you or other insured persons have been paid and the full amount awarded by the court.

What we pay, of course, is subject to the limits and conditions applying to coverage for accidents involving uninsured or unidentified automobiles.

5.8.3 Assignment of the Award

We may require you or other insured persons, or your representatives, to assign to us the amount or balance of the court award before we make any payment. If we collect more than what we have already paid, we will reimburse the difference, minus our costs.

5.9 Limitations on Legal Action**5.9.1 Conditions of This Policy Must be Met**

No person has a right to sue us for compensation under this Section for injury or damage caused by an accident involving an uninsured or unidentified automobile, unless the conditions in this Section of your policy (Uninsured Automobile Coverage) have been met.

5.9.2 Time Limits for Lawsuits for Loss or Damage

Any lawsuit against us regarding loss or damage to the automobile or its contents must begin within a year after the loss or damage happens.

Any lawsuit against us regarding loss or damage to property other than the automobile and its contents must begin within two years after the cause of action arose.

5.9.3 Time Limits for Lawsuits for Bodily Injury or Death

Any lawsuit against us regarding bodily injury or death must begin within two years after the cause of action arose.

Section 6**Direct Compensation - Property Damage Coverage**

You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.

6.1 Introduction

This Section of your policy covers damage to the automobile and certain trailers not shown on the Certificate of Automobile Insurance, their equipment, contents, and loss of use of the automobile or contents caused by another person's use or operation of an automobile in Ontario.

The coverage under this Section applies only if the accident takes place in Ontario and at least one other automobile involved is insured under a motor vehicle liability policy. The policy covering the other automobile must be issued by an insurance company licensed in Ontario, or one that has filed with the Financial Services Commission of Ontario to provide this coverage.

It is called direct compensation because you will collect from us, your insurance company, even though you, or anyone else using or operating the automobile with your consent, were not entirely at fault for the accident.

6.2 What We Will Cover

We will pay the cost of damage to the automobile, its equipment, contents and for loss of use of the automobile or contents arising from an accident for which another person would have been legally responsible in the absence of section 263 of the *Insurance Act* (Ontario). Section 263 takes away your right to sue the other person for these losses. We will pay no more to repair or replace the automobile or property than its actual cash value at the time it was damaged, less the applicable percentage of the deductible shown on your Certificate of Automobile Insurance.

If a part needed to repair the automobile is no longer available, we will pay an amount equal to the manufacturer's latest list price for the part.

Note: You should be aware that this coverage does not apply if the automobile is described in another motor vehicle liability policy.

Example

You are driving a friend's car. That car is described in your friend's motor vehicle liability policy. You have an accident for which you are not at fault.

Your friend will claim under the direct compensation property damage provisions of his or her motor vehicle liability policy for the loss.

We will not pay for damage to, or loss of use of, contents that are being carried for reward.

6.3 Who is Covered

In a claim for damage to the automobile, the owner of the automobile is covered for damage.

In a claim for damage to the contents of the automobile, the owner of the contents is covered for damage.

6.4 How Much We Will Pay

6.4.1 Determining Fault

The amount we pay under this Section of your policy will be determined by the degree to which you or the driver were not at fault in the accident.

Responsibility for an accident is determined by the *Insurance Act* (Ontario) and the *Fault Determination Rules*. These may find you or the driver wholly or partially responsible.

The degree of responsibility is expressed as a percentage.

6.4.2 The Deductible

The amount we pay may be subject to a Direct Compensation - Property Damage deductible. The deductible is the amount you agree to pay toward the cost of any single claim you make under this Section. The deductible, if any, is the amount shown on the Certificate of Automobile Insurance, multiplied by the percentage to which you or the driver of the automobile were not at fault for the accident. You are not permitted to sue anyone (for instance the at-fault motorist) to recover this deductible.

If you have damage to both your automobile and its contents, the deductible will first be applied to your automobile loss. If there is any remaining deductible, the remainder will be applied to the contents loss.

You will need to make a separate claim for each accident that causes damage. The deductible applies each time you make a claim and separately to each automobile that is insured.

We will pay that portion of the total damages that is equal to the percentage to which you or the driver of the automobile were not at fault for the accident, less the applicable Direct Compensation-Property Damage deductible.

Example #1

(the other driver is entirely responsible)

Your car has an actual cash value of \$12,000. You are involved in an accident for which someone else is 100% responsible. Your car is a total loss.

Your Direct Compensation - Property Damage (DC-PD) deductible is \$300. We will pay \$11,700 (\$12,000 less \$300, the deductible). We will also pay for reasonable alternate transportation.

In sum: You receive \$11,700. You are responsible for \$300, the DC-PD deductible.

Example #2

(you are partly responsible - no optional Loss or Damage Coverages)

Your car has an actual cash value of \$12,000. You are involved in an accident and are 25% responsible. Your car is a total loss.

Your Direct Compensation - Property Damage (DC-PD) deductible is \$300. Under DC-PD, we cover the damages (less the deductible) for which the other driver would have otherwise been responsible. You are responsible for the deductible. We will pay \$8,775 (\$9,000 -- being 75% of the value of your automobile -- less \$225 -- being 75% of the deductible).

In sum: You receive \$8,775. You are responsible for \$225 (the DC-PD deductible), and will have to pay the remainder out of your own pocket. In this example, you will be out-of-pocket for a total of \$3,225. (However, you may be entitled to recover part of that amount if you have bought additional optional Loss or Damage coverages under Section 7.)

Example #3
(damage to contents)

Suppose you have just rented a floor sander currently worth \$600 from the local Rent-All when you are involved in an accident. You are 25% responsible for the accident. The sander is destroyed.

Your Direct Compensation - Property Damage (DC-PD) deductible is \$300. We will pay \$225 (\$450 -- being 75% of the value of the sander -- less \$225 -- being 75% of the deductible.)

In sum: You receive \$225. You are responsible for \$225 (the DC-PD deductible), and that portion of the damage for which you are responsible.

Example #4
(damage to automobile and contents)

You are involved in an accident for which you are not responsible. The repair of your car costs \$250. Contents worth \$125 are destroyed.

Your Direct Compensation - Property Damage (DC-PD) deductible is \$300. We will pay \$0 (\$250 less \$250) toward your car damage, and \$75 (\$125 less \$50) for the contents to the owner of the contents.

In sum: The owner of the contents receives \$75. You are responsible for \$300, the DC-PD deductible.

6.5 Your and Other Insured Persons' Responsibilities

When making a claim for property damage, you and other insured persons must:

- notify us in writing within seven days of any accident (or, if unable, because of incapacity, as soon as possible after that), giving us the best information available at that time concerning the loss or damage and circumstances.
- do as much as is reasonably possible to protect the automobile from further damage. We will pay for any reasonable protection provided. Further damage resulting from failure to provide reasonable protection will not be covered by this policy.
- make no repairs beyond those needed for protection of the automobile, or remove evidence of the damage, without our written consent or until we have had time to inspect the automobile.
- allow us to copy all documents in your or other insured persons' possession that relate to the accident.

- permit us to inspect the automobile at any reasonable time.
- complete a statutory declaration within 90 days of the accident, if requested. The declaration will describe what happened in detail, the cause and amount of the loss, those affected and how, and state that the loss was truly accidental. We will also need to know if any other insurance is involved.
- not leave us to dispose of the automobile unless we agree to accept it. If we decide to replace the automobile or pay its actual cash value, less the applicable deductible, we own the salvage.

6.6 Our Right to Repair, Replace or Rebuild the Automobile

We have the right to repair, replace or rebuild the automobile rather than pay for the damage. If we choose to do this, we will let you or other insured persons know in writing within seven days of receiving notice of the claim. We will complete the work within a reasonable time using parts of similar kind and quality.

6.7 Other Limitations on Your Coverage

6.7.1 Contamination of Property

Under this Section, we won't cover claims arising from contamination of property carried in the automobile.

6.7.2 Nuclear Hazards

Nuclear energy hazards means radioactive, toxic, explosive or other hazardous properties of substances described in Regulations made under the *Nuclear Safety and Control Act* (Canada).

If you or other insured persons are involved in an accident where the loss or damage is directly or indirectly caused by a nuclear hazard, we will pay up to \$200,000 if you or other insured persons are covered under this policy for a nuclear hazard and you or other insured persons are also insured under a nuclear energy hazard liability policy. We will only pay after the limits of that policy have been paid out.

6.7.3 Settling a Claim

If you disagree with the degree of fault attributed to you under the *Fault Determination Rules* or with the amount of any proposed settlement, you can bring a law suit against us to have the matter determined by a judge.

Alternatively, if the disagreement is over the value of the vehicle or its contents or the nature, amount or cost of any repairs, the matter can be settled by an appraisal under the *Insurance Act*, if you and we agree to the process. You and we will each appoint an appraiser, who will either agree on the award or, if they disagree, will appoint an umpire to decide as between their respective positions.

Section 7

Loss or Damage Coverages (Optional)

You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.

7.1 Introduction

7.1.1 Coverage for Loss of or Damage to Your Automobile

We agree to pay for direct and accidental loss of, or damage to, a described automobile and its equipment caused by a peril such as fire, theft, or collision if the automobile is insured against these perils.

By direct loss or damage we mean loss or damage resulting directly from a peril for which coverage has been purchased.

This Section applies only to the extent that a claim for damage to an automobile and its equipment would not be covered by Section 6, Direct Compensation - Property Damage Coverage of a motor vehicle liability policy.

We may inspect the described vehicle and its equipment at any reasonable time. If you do not co-operate with any reasonable arrangements for inspection, your coverages under this Section may be cancelled and any claims under this Section may be denied.

Your Loss or Damage Coverages may apply to types of automobiles other than described automobiles. See Section 2 for details and additional conditions.

7.1.2 Coverage Options

You may choose from among the four types of protection listed below. Your choice will be shown on the Certificate of Automobile Insurance.

Note: All of the following coverages are subject to 7.2.

- A. Specified Perils** - we will only pay for losses caused by 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 a described automobile is being carried on land or water.
- B. Comprehensive** - we will pay for losses, other than those covered by Collision or Upset, including:
- perils listed under Specified Perils,
 - falling or flying objects,
 - missiles, and
 - vandalism.
- C. Collision or Upset** - we will pay for losses caused when a described automobile is involved in a collision with another object or tips over. Object includes:
- another automobile that is attached to the automobile,
 - the surface of the ground, and
 - any object in or on the ground.
- D. All Perils** - this option combines the coverages of Collision or Upset and Comprehensive. This coverage includes loss or damage caused if a person who lives in your household steals a described automobile. Coverage also applies if an employee who drives or uses, services or repairs a described automobile, steals it.

7.2 Loss or Damage We Won't Cover

7.2.1 General

We will not cover the following losses unless they result from a peril for which you are covered or they are caused by fire, theft or vandalism and your policy covers these perils:

- to tires;
- consisting of, or caused by mechanical fracture or breakdown of any part of the automobile; or
- consisting of, or caused by rusting, corrosion, wear and tear, freezing, or explosion within the engine.

Example

We will not pay for a tire blow-out in normal driving, but if the tire is destroyed in a collision and you have Collision or Upset Coverage, we will cover that loss up to the value of your tire at the time of the incident.

We won't pay for loss or damage:

- resulting from a dishonest claim of ownership, illegal disposal, or theft of the automobile by anyone who has legal possession of it under a written agreement (a mortgage, conditional sale, lease or other similar agreement);
- resulting from a change in ownership that is agreed to, even if that change was brought about by trickery or fraud;

Example

Late one evening at a party, you sell your car to a stranger in return for a cheque. A week later the cheque bounces. We will not cover the loss.

- caused by radioactive contamination;
- to contents of automobiles and trailers, other than their equipment; and
- in excess of \$25 for recorded material and equipment for use with a playing or recording unit. We will not pay for recorded material and equipment not contained within or attached to the playing or recording unit. Recorded material includes, but is not limited to, tapes, compact discs, video cassettes and digital video discs.

7.2.2 Illegal Use

We won't pay for loss or damage caused in an incident:

- if you are unable to maintain proper control of the automobile because you are driving or operating the automobile while under the influence of intoxicating substances;
- if you are convicted of one of the following offenses under the Criminal Code of Canada relating to the operation, care or control of the automobile, or committed by means of an automobile, or any similar offence under any law in Canada or the United States:
 - causing death by criminal negligence
 - causing bodily harm by criminal negligence

- dangerous operation of motor vehicles
 - failure to stop at the scene of an accident
 - operation of motor vehicle when impaired or with more than 80 mg of alcohol in the blood
 - refusal to comply with demand for breath sample
 - causing bodily harm during operation of vehicle while impaired or over 80 mg of alcohol in the blood, or
 - operating a motor vehicle while disqualified from doing so;
- if you use or permit the automobile to be used in a race or speed test, or for illegal activity;
 - if you drive the automobile while not authorized by law; and
 - if another person, with your permission, drives or operates the automobile under any of these conditions.

7.2.3 Certain Thefts Not Covered

We won't pay under either the Comprehensive or Specified Perils coverages for loss or damage caused when a person who lives in your household steals the automobile.

We also won't pay under these coverages for loss or damage caused when an employee of yours steals the automobile and the employee's duties include driving, maintaining or repairing the automobile. This applies at any time, and not simply during working hours.

7.3 The Deductible

The amount we pay to cover any losses may be subject to a deductible. The deductible is the amount you agree to pay toward the cost of any single claim you make under this Section. The deductible, if any, is shown on the Certificate of Automobile Insurance.

You will need to make a separate claim for each incident that causes loss or damage. The deductible applies each time you make a claim and separately to each automobile that is insured.

We will only pay for loss or damage that exceeds the amount of the deductible. If your claim is one to which Section 6, Direct Compensation - Property Damage (DC-PD) Coverage also applies, the amount we will pay under this Section will not include the DC-PD deductible that applies to the claim. Your deductible under this Section will be the Collision deductible multiplied by the percentage to which you or the driver of the automobile were at fault for the accident.

Example #1

You have Comprehensive Coverage, and your deductible is \$300. Your car's windshield is broken by a fallen tree. You are responsible for the first \$300 of the cost of the windshield replacement. Any claim less than \$300 will be your responsibility.

Example #2

(you are fully responsible - with optional Loss or Damage Coverages)

Your car has an actual cash value of \$12,000. You are involved in an accident and are 100% responsible. Your car is a total loss.

You receive nothing under your Direct Compensation - Property Damage Coverage.

You have the optional Collision or Upset Coverage and your deductible is \$300. Under the optional coverage, we will pay \$11,700 (\$12,000 less \$300, the deductible).

In sum: You receive \$11,700. You are responsible for \$300, the Collision deductible.

Example #3

(you are partly responsible - with optional Loss or Damage Coverages)

Your car has an actual cash value of \$12,000. You are involved in an accident and are 25% responsible. Your car is a total loss.

Your Direct Compensation - Property Damage (DC-PD) deductible is \$300. Under DC-PD, we will pay \$8,775 (\$9,000 -- being 75% of the value of your automobile -- less \$225 -- being 75% of the deductible).

You have the optional Collision or Upset Coverage and your deductible is \$300. Under the optional coverage, we will pay a further \$2,925 (\$3,000 -- being 25% of the value of your auto -- less \$75 -- being 25% of the deductible).

In sum: You receive \$11,700. You are responsible for the deductibles totalling \$300.

Example #4**(you are partly responsible - with optional Loss or Damage Coverages)**

You are involved in an accident for which you are 25% responsible. Your car sustains \$5,000 in damage.

Your Direct Compensation - Property Damage (DC-PD) deductible is \$300. Under DC-PD, we will pay \$3,525 (\$3,750 -- being 75% of \$5,000 -- less \$225 -- being 75% of the DC-PD deductible).

You have the optional Collision or Upset Coverage and your deductible is \$300. Under the optional coverage, we will pay a further \$1,175 (\$1,250 -- being 25% of \$5,000 -- less \$75 -- being 25% of the deductible).

In sum: You receive \$4,700. You are responsible for the deductibles totalling \$300.

If you are insured for loss or damage caused by fire or lightning, there is no deductible for these losses.

7.4 Additional Benefits

Whatever Loss or Damage Coverage you choose under this Section, your coverage will include the following additional benefits.

7.4.1 Payment of Charges

We will pay general average, salvage and fire department charges and any Canadian or U.S. customs duties for which you are legally responsible as a result of an insured peril.

Example

Your car is damaged in a fire. The fire department properly bills you for the cost of putting out the fire. A new transmission must be imported before the car can be repaired. We will pay the fire department's bill, import duties on the replacement part and for the parts and repairs themselves.

In this instance, salvage means any expense involved in recovering property to prevent loss from an insured peril.

General average charges may arise when a described automobile is shipped by water. If it becomes necessary to dump a portion of the ship's cargo overboard to save the ship, you may be legally responsible for a share of the resulting losses. We will cover that expense.

7.4.2 Foregoing Our Right to Recover

If someone else is using a described automobile with your permission when an insured loss occurs, we will pay for the resulting claim. We will also forego our right to recover the money from that person.

However, we will keep the right to recover payment:

- if the person has the automobile in connection with the business of selling, repairing, maintaining, storing, servicing or parking automobiles; or
- if the person using the automobile violates any condition of this policy, or operates it in circumstances referred to in 7.2.2.

Examples	
#1	You allow a friend to use your car and she runs into a fire hydrant and damages the car. We will pay for repairs and will not sue her to recover the money.
#2	You hand over your car to a parking attendant or garage employee. He scratches the side while parking it. We will pay for repairs and recover from the garage owners because they had your automobile in connection with their business.
#3	You allow a friend to use your car. Later, without your knowledge, he drives it while impaired by alcohol and hits a tree. We will pay for the repairs to the car, but we will recover from your friend. Driving while impaired is illegal and a violation of the terms of this policy.

7.4.3 Temporary Substitute Automobile Covered

If you or anyone else drives a temporary substitute automobile (described in Section 2), you may be responsible for any damage to it as a result of liability imposed by law or agreed to by you or the driver. In that case, we will pay for direct damage for which you or the driver are legally responsible, minus the deductible for that peril under this policy.

However, if the owner of the substitute automobile has it insured for such losses, and the deductible on that policy is larger than the one on your own policy for such loss, the most we will pay will be the difference between the two deductibles.

If there is a disagreement over who is responsible for the damage, we have the right just as we would under Section 3 - Liability Coverage, to settle the matter appropriately and we will cover the costs of any investigation, negotiation or lawsuit.