

Intact Insurance Company (hereinafter called the Insurer)

S.A.F. No.8 Application for Standard Lessors Contingent Automobile Policy

Policy NumberPolicy TypePreferred Policy Language

Whereas an application has been made by the Applicant (hereinafter called the Insured) to the Insurer for a contract of Lessors Contingent Automobile Insurance and the said application forms part of this contract of insurance and is as follows:

1. Full Name of Applicant (Lessor)				
Postal Address		Province	Postal Code	
2. Policy Period: From		To	12:01 A.M. Standard Time at the applicant's address stated herein as to each of said dates	
3. The automobiles in respect of which insurance is to be provided are those which are owned by the applicant and which are leased under a lease contract for periods of not less than 30 days and for which under the terms of the lease contract the lessee has undertaken to obtain and maintain insurance. The automobiles leased under such lease contracts are as follows:				
Type		Number at Inception Date of Policy	Type	Number at Inception Date of Policy
Private Passenger			Other (specify)	
Commercial Trucks				
The basis of rating and calculation of the premium payable shall be in accordance with the premium computation statement attached hereto.				
4. The applicant hereby declares that lease contracts will contain an undertaking by the lessee (S.C.F. No. 1) to obtain and maintain a standard automobile policy (owner's form) in the name of the applicant, endorsed to give permission to rent or lease, for insurance coverages not less than those specified in such undertaking.				
5. This application is made for a policy of lessors contingent automobile insurance against one or more of the perils mentioned in this item upon the terms, conditions, provisions, definitions and exclusions of the standard automobile policy (owner's form) but only for insurance under the section(s) or subsection(s) for which a premium is specified in this item and no other and for the following specified limits and amounts:				
Insuring Agreements		Perils		Limits and Amounts
Section A Third Party Liability		Legal liability for bodily injury to or death of any person or damage to property		(Exclusive of costs and post judgment interest) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.
Section B Accident Benefits	Sub Sec. 1.	Payments for death or bodily injury	As stated in section B of the policy OR each person	
	2.		As stated in section B of the policy OR Principal Sum Maximum Weekly Benefit	
	3.	Uninsured motorist	As stated in section B of the policy	
Section C Loss of or Damage to Owned Automobiles	Sub Sec. 1.	All Perils	Amount deductible on each separate claim except for loss or damage by fire or lightning or theft of the entire automobile.	
	2.	Collision or upset		
	3.	Comprehensive (Excluding collision or upset)		
	4.	Specified perils (Excluding collision or upset)		
Endorsements				
Minimum retained premium		The advance premiums are subject to the adjustable premium computation provision in the policy. Total advance premium		
6. State particulars of all accidents or claims incurred within three years preceding this application and arising out of the use or operation of leased automobiles owned by the applicant and required to be insured by the lessee but not so insured.				
Injury to persons			Damage to property of others	
Damage to owned automobiles				
Collision			Other Perils	
7. All the statements in this application are true and the applicant hereby applies for a contract of lessors contingent automobile insurance to be based on the truth of the said statements.				
Where (A) an applicant for a contract gives false particulars of the automobiles to be insured to the prejudice of the insurer or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein or (B) the insured contravenes a term of the contract or commits a fraud or (C) the insured willfully makes a false statement in respect of a claim under the contract, a claim by the insured is invalid and the right of the insured to recover indemnity is forfeited.				
Agent or Broker			Signature of Applicant	

INSURING AGREEMENTS

- (1) In consideration of the payment of the premium specified and of the statements contained in the application and provided the insured has complied with the Agreements of Insured, the Insurer agrees to indemnify the insured in respect of loss or damage incurred by the insured, as a direct result of a lessee's failure to effect or maintain the automobile insurance required by the lease contract, in accordance with the Standard Automobile Policy (Owner's Form) and the limit(s) and amount(s) specified in the section(s) and subsections(s) of Item 5 of this policy.
- (2) Where a lessee without the consent of the insured has obtained insurance for limits and amounts less than those specified in the lease contract, the Insurer's liability hereunder shall not exceed the difference between the insurance obtained by the lessee and the limits and amounts of this policy.
- (3) Where the limits and amounts specified in a lease contract are less than the limits and amounts specified in this policy, the insurer's liability hereunder is the lesser of such limits and amounts.
- (4) The insurance provided by this policy shall not contribute with any other collectible insurance respecting the loss or damage.

AGREEMENTS OF INSURED

- (1) The insured warrants that a Lessee's Insurance Undertaking (S.C.F. No. 1) is attached to and forms part of the lease contract for each leased automobile requiring the lessee to effect and maintain insurance in the name of the insured under a Standard Automobile Policy (Owner's Form), endorsed with permission to rent or lease, for insurance coverage not less than that specified therein.
- (2) The insured will not release an automobile to a lessee without satisfactory evidence that the lessee has complied with the Lessee's Insurance Undertaking. Such evidence must include the name of the insurance company, the name of the agent or broker, and the policy number or a temporary motor vehicle liability insurance card.
- (3) The insured agrees to obtain written evidence of the insurance required by the Lessee's Insurance Undertaking within 30 days of the date of delivery of the automobile to the lessee and to obtain written evidence of the renewal or replacement of such insurance within 15 days of the date of each subsequent expiry or termination of coverage.

The insured further agrees, that if the requirements herein respecting written evidence or insurance are not met, to arrange for insurance in the required limits and amounts and that, if such insurance is not obtained, coverage under this policy with respect to the automobile will cease 45 days after the date of delivery of the automobile to the lessee or 30 days after the expiry or termination date of the insurance for each automobile, respectively, without further notice.

- (4) The insured shall maintain records of (i) lease contracts; (ii) Lessee's Insurance Undertakings (S.C.F. No. 1); and (iii) evidence of insurance furnished to the insured, with respect to all automobiles subject to this insurance. Such records shall be maintained during the policy and for three years thereafter.

GENERAL PROVISIONS

1. ADJUSTABLE PREMIUM COMPUTATION

- (1)
 - (a) The advance premiums are computed according to the terms shown on the Premium Computation Statement for the policy period.
 - (b) The advance premiums referred to in (a) above are subject to adjustment at the end of the policy period when the insured shall deliver to the Insurer a written statement of the current information necessary to adjust the premium shown on the Premium Computation Statement. If the adjusted premium so computed exceeds the applicable advance premium as stated in Item 5 of the application, the insured shall pay the difference. If such premium is less, the Insurer shall return to the insured the unearned premium subject to the Minimum Retained Premium stated in Item 5.
- (2) Upon termination of this policy, the earned premium shall be computed on the basis of the actual number of automobiles so leased during the policy period or on the method of rating described on the Premium Computation Statement.

2. AUDIT

The Insurer, through any authorized representative, and at all reasonable times, shall have access to the insured's books and records for the purpose of determining any fact relating to this insurance.

3. Insofar as applicable, the Statutory Conditions contained in the Automobile Insurance Part of the Insurance Act shall apply to this policy.

In Witness Whereof, the Insurer has executed and attested these presents but this policy shall not be valid unless countersigned by the duly authorized representative of the Insurer.



Senior Vice-President