

AGENT: WHEREAS AN APPLICATION HAS BEEN MADE BY THE APPLICANT (HEREINAFTER CALLED THE INSURED) TO THE INSURER FOR A CONTRACT OF AUTOMOBILE INSURANCE AND THE SAID APPLICATION FORMS PART OF THIS CONTRACT OF INSURANCE AND IS AS FOLLOWS:-			
APPLICATION			
1.	FULL NAME AND POSTAL ADDRESS OF THE APPLICANT (INCLUDING COUNTY OR DISTRICT)	DATE OF BIRTH DAY MONTH YEAR	
	OCCUPATION OR BUSINESS	NAME OF EMPLOYER AND BUSINESS ADDRESS	
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.	THIS INSURANCE SHALL APPLY TO THE USE OR OPERATION OF ANY AUTOMOBILE, OTHER THAN AN AUTOMOBILE OWNED BY OR REGISTERED IN THE NAME OF THE APPLICANT WHILE AND ONLY WHILE THE APPLICANT IS PERSONALLY IN CONTROL OF SUCH AUTOMOBILE.		
4.	THIS APPLICATION IS MADE FOR INSURANCE AGAINST THE PERILS MENTIONED IN THIS ITEM, AND UPON THE TERMS, CONDITIONS, GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS OF THE INSURER'S CORRESPONDING STANDARD POLICY FORM AND FOR THE FOLLOWING SPECIFIED LIMIT.		
	INSURING AGREEMENT	PERILS	LIMIT
	SECTION A THIRD PARTY LIABILITY	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS.	\$ (EXCLUSIVE OF INTEREST AND COSTS) 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.
	ENDORSEMENTS		\$
			\$
	MINIMUM RETAINED \$ PREMIUM	TOTAL PREMIUM	\$
5.	(A) WHAT TYPE OF AUTOMOBILE DOES THE APPLICANT EXPECT TO DRIVE? (STATE WHETHER PRIVATE PASSENGER, TAXICAB, BUS, TRUCK, TRANSPORT, ETC.) _____ (B) FOR WHAT PURPOSES WILL SUCH AUTOMOBILE BE CHIEFLY USED? _____ (C) WILL SUCH AUTOMOBILE BE USED FOR CARRYING PASSENGERS FOR COMPENSATION OR HIRE OR FOR CARRYING EXPLOSIVES OR RADIOACTIVE MATERIALS? IF SO STATE PARTICULARS. _____ (D) IS THE APPLICANT SUFFERING FROM THE LOSS OF, OR LOSS OF USE OF, AN EYE, HAND, FOOT OR LIMB, OR IS HE PHYSICALLY OR MENTALLY DISABLED TO AN EXTENT THAT MIGHT AFFECT THE SAFE OPERATION OF AN AUTOMOBILE? _____		(A) (B) (C) (D)
6.	(A) HAS ANY LICENSE, PERMIT, REGISTRATION CERTIFICATE OR OTHER LIKE AUTHORITY, ISSUED TO THE APPLICANT UNDER ANY LAW OR STATUTE OF ANY PROVINCE, STATE OR COUNTRY RELATING TO AUTOMOBILES, TO THE KNOWLEDGE OF THE APPLICANT, BEEN, OR CONTINUED TO BE SUSPENDED OR CANCELLED WITHIN THE THREE YEARS PRECEDING THIS APPLICATION? IF SO, STATE PARTICULARS. _____ (B) HAS ANY INSURER CANCELLED, DECLINED OR REFUSED TO RENEW OR ISSUE AUTOMOBILE INSURANCE TO THE APPLICANT WITHIN THE THREE YEARS PRECEDING THIS APPLICATION? IF SO, STATE NAME OF INSURER. _____		(A) (B)
7.	STATE PARTICULARS OF ALL ACCIDENTS, LOSSES OR CLAIMS ARISING OUT OF THE USE OR OPERATION OF ANY AUTOMOBILE BY THE APPLICANT WITHIN THE THREE YEARS PRECEDING THIS APPLICATION.	INJURY TO PERSONS DAMAGE TO PROPERTY OF OTHERS DAMAGE TO OWNED OR OPERATED AUTOMOBILE BY: { (A) COLLISION (B) OTHER CAUSES	
8.	ALL THE STATEMENTS IN THIS APPLICATION ARE TRUE AND THE APPLICANT HEREBY APPLIES FOR A CONTRACT OF AUTOMOBILE INSURANCE TO BE BASED ON THE TRUTH OF THE SAID STATEMENTS.		
9.	Where, (a) an applicant for a contract gives false particulars of the described automobile 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 wilfully 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.		
	COUNTERSIGNED		
	_____ BY AUTHORIZED REPRESENTATIVE		

INSURING AGREEMENT

Now, Therefore, in Consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated

SECTION A — THIRD PARTY LIABILITY

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of a non-owned automobile as defined in this policy with the consent of the owner thereof and resulting from BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY;

Provided always that the Insurer shall not be liable:

- (a) for any liability imposed by any workmen's compensation law upon the Insured; or
- (b) for loss or damage resulting from bodily injury to or the death of the son, daughter or spouse of the Insured while an occupant of the automobile; or
- (c) for loss or damage resulting from bodily injury to or the death of any
- Not applicable in the Province of Ontario.

employee of the Insured while engaged in the operation or repair of the automobile; or

- (d) for loss of or damage to property carried in or upon the automobile or to any property owned or rented by, or in the care, custody or control of the Insured, or
- (e) for any amount in excess of the limit(s) stated in section A of Item 4 of the application, and expenditures provided for in the Additional Agreements of this section subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard; or
- (f) for contamination of property carried in the automobile.

ADDITIONAL AGREEMENTS OF INSURER

The Insurer shall,

- (1) upon receipt of notice of loss or damage caused to persons or property, serve the Insured by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
- (2) defend in the name and on behalf of the Insured and at the cost of the Insurer any civil action which may at any time be brought against the Insured on account of such loss or damage to persons or property; and
- (3) pay all costs taxed against the Insured in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limit(s) of the Insurer's liability; and

- (4) in case the injury be to a person, reimburse the Insured for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- (5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit(s) stated in section A of Item 4 of the application; and
- (6) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

The Insured

- (a) by the acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the Insured arising out of the use or operation of the automobile;

- (b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this policy.

GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

1. TERRITORY

This policy applies only while the automobile is being operated, used, stored or parked within Canada, the United States of America or upon a vessel plying between ports of those countries.

2. OCCUPANT DEFINED

In this policy the word "occupant" means a person driving, being carried in or upon or entering or getting on to or alighting from an automobile.

3. NON-OWNED AUTOMOBILE DEFINED

(a) In this policy the words "a non-owned automobile" mean any automobile including its equipment, other than an automobile owned by or registered in the name of the Insured, while the Insured is personally in control of such automobile as driver or occupant or which is not in operation but is in the personal care, custody or control of the Insured.

(b) The word "automobile" as used herein includes a trailer or semi-trailer, but a motor vehicle and trailer(s) or semi-trailer(s) attached thereto shall be held to be one automobile as respects limits of liability under the Insuring Agreement.

4. EXCLUDED USES

Unless coverage is expressly given by an endorsement of this policy, the Insurer shall not be liable under this policy while:

(a) Such non-owned automobile is used to carry explosives, or to carry radioactive material for research, education, development or indus-

trial purposes, or for purposes incidental thereto;

- (b) Such non-owned automobile is used as a taxicab, public omnibus, livery, jitney or sightseeing conveyance or for carrying passengers for compensation or hire; provided that the following uses shall not be deemed to be the carrying of passengers for compensation or hire:
 - (i) the use by the Insured of such automobile for the carriage of another person in return for the former's carriage in the automobile of the latter;
 - (ii) the occasional and infrequent use by the Insured of such automobile for the carriage of another person who shares the cost of the trip;
 - (iii) the use by the Insured of such automobile for the carriage of a temporary or permanent domestic servant of the Insured or his spouse;
 - (iv) the use by the Insured of such automobile for the carriage of clients or customers or prospective clients or customers;
 - (v) the occasional and infrequent use by the Insured of such automobile for the transportation of children to or from school or school activities conducted within the education programme.