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Frequently Asked Questions



About Automobile Insurance in Ontario

April 2003

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Frequently Asked Questions About Automobile Insurance

Ask us!

Every year, information officers at Insurance Bureau of Canada's Consumer Centres answer tens of thousands of questions from insurance policyholders across the country. At the Ontario Consumer Centre, many of these questions are about automobile insurance.

Few people fully understand -- or even read -- their automobile policies; at least not until they are involved in an accident, or have their car broken into and the sound system stolen or some other mishap occurs.

The Ontario automobile policy and endorsements are forms approved by the Ontario Insurance Commissioner. No matter which insurance company issues your policy, the wording is the same. However, not all companies provide the optional coverages. Your insurance representative, agent or broker can assist you on what coverage is best for you.

Automobile insurance is complex and the policy should be examined carefully and understood by every consumer who buys insurance.

Here, we've done our best to answer the questions we're most often asked about car insurance. If you have other questions, or need more information, please call us! The Consumer Centre can also help you with your home and business insurance.



CONSUMER INFORMATION CENTRE



Monday through Friday Between 8:00 a.m. and 6:00 p.m.

*In Toronto
Elsewhere in Ontario
Fax
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*(416) 362-9528
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Automobile insurance notes

Automobile

Premiums levels are affected by many factors. Do you use your vehicle just for pleasure? Do you drive to work? Do you use your car for business? What type of vehicle do you drive? What is the year, make, model and body type of your vehicle? Approximately how many kilometres will the vehicle be driven annually? Who will be driving the vehicle? What is the age and driving experience of each driver in the household? Are drivers under age 25 male or female? How much will each be using the vehicle? What is the claims and accident history for each driver in the last six years? What is each driver's conviction record for the last three years? Has any driver in the household had a licence suspension or had an automobile policy cancelled in the last six years?

The Facility Association is available only when insurance can't be placed with a regular company; rates are usually much higher.

It may pay you to check with several agents or brokers before accepting Facility Insurance; companies have different acceptance standards for new business.

Premium Discounts

- Some companies offer discounts for low-mileage car use, graduation from approved driver training courses, or when two or more vehicles are insured for the same household.
- Retirees with no employment income receive a discount. Some companies provide other discounts to mature drivers over age 55.
- Loss prevention devices e.g. car alarms.
- If your car is not used in winter, speak to your agent/broker about arranging a suspension-of-coverage endorsement. This will suspend the third party liability and collision coverage. Accident benefits coverage (when you're a passenger in someone else's car or a pedestrian) and fire, theft, vandalism damage, etc., would be provided while the vehicle is stored.
- Increased deductibles result in lower premium.
- Some companies provide an extra discount for renewal of policies for long-time policyholders who are claims-free.
- Premium discounts vary by company. Ask your agent or broker what discounts apply to you.

If you are thinking of changing insurer

Ask what happens to your classification if you have an at-fault or partially at-fault accident. Many companies allow partial forgiveness of the first at-fault accident and re-classify at the next rating category. Others do not, and this results in a substantially increased premium.

If you are involved in an accident

It is important that you get independent witnesses, if possible. When there are two different versions of what caused the accident and no independent evidence, claims are usually settled on a 50/50 basis. This may affect insurance premiums at renewal.

The effect of claims on premiums

If you are at fault, or partially at fault, in a collision, your renewal premium may be affected.

Many companies allow one "at-fault" claim for clients believed to be good drivers and make little or no adjustment in rating or premium at renewal.

Claims for theft, vandalism, fire, broken glass and for collision when you are not at fault do not affect your renewal premium.

If you lend your car to others and they cause an accident, your premium may be affected.

A multitude of "at-fault" claims and/or driving convictions could result in your being transferred to the high-risk, high-premium Facility Association at renewal time.

Premium calculations vary by company. Contact your agent or broker if you are concerned how an accident will affect your renewal premium.

Why is it important to pay premiums on time? What should I do if I can't pay?

It is important to pay the premium to your insurance company or broker on time - by whatever premium payment option is agreed to. There is no "grace period".

The premium is due as soon as billed by the broker or insurer and should be forwarded promptly. Payment problems should be discussed with your broker/agent to see if other payment terms are possible.

If the broker or insurance company is not paid and is unable to get a response or to reach the policyholder, the broker or company has no choice but to cancel the policy by hand delivery or registered mail.

If you do not want the renewal or policy, notify the broker/agent promptly. Some people believe that if they have arranged insurance elsewhere they don't need to notify the previous broker/agent. NOT SO! Your policy will be cancelled for non payment of premium. For the policyholder, such a cancellation can be a "black mark" against his or her insurance record and future insurance premiums may be higher as a consequence.

If the premium is paid by a series of postdated cheques or by pre-authorized bank withdrawals, the required premium money must be in the account ready for transfer to the insurance company. If sufficient funds are not in the account and the insurance company cancels your policy, you can't assume that coverage will be automatically reinstated later on.

If you cannot pay the premium as promised, you should contact your broker/agent or insurance company before the account becomes "delinquent". Often additional payment time can be arranged, or an alternative payment method may be offered.

What is the effect of inaccuracies or omissions in applications for automobile insurance?

The information given in an application form for automobile insurance is the basis for:

- the insurance company's decision to issue or decline to issue a policy;
- calculating the premium required and terms and conditions of the policy, if one is issued.

Regulations under the Insurance Act of Ontario specify the uniform wording of automobile insurance application forms. Section 11 of the application contains a declaration confirming the correctness of the answers to the questions about details of the applicant and of all drivers of the insured automobile in the household or business. The Section also includes a warning of the possible consequences of errors or omissions in the answers.

When an applicant signs an application, he or she is making a declaration of the accuracy and completeness of the information. Even if the answers are written on the form by someone else, the responsibility for the answers remains with the applicant. Details which may have been discussed between the applicant and/or drivers and the person completing the form are not part of the application if the written answers do not include that information. The fact that the insurance company may be able to check the accuracy of the answers does not relieve the applicant of the responsibility to give complete and accurate particulars.

Inaccuracies or omissions may mislead the insurance company. The result may be that the insurance is invalid (the policyholder's right to recover a loss being forfeited) or the policy may be cancelled. In some circumstances, the insurance may be considered never to have been in force.

In addition to the difficulties arising from refusal to pay a claim or discovering that insurance has not been in force, a cancellation of a policy because of non-disclosure or misrepresentation on an application generally results in higher cost for a subsequent policy.

If you are unsure of your driving and conviction history record or the history for members of your household, ask your insurance representative what is shown on your existing policy.

You can obtain Motor Vehicle records (MVR) for you and members of your household from the Ministry of Transportation which provides a two year history. Insurance companies require a three year history.

Automobile application – questions asked by insurers

Summary of the major questions you will need to answer on an automobile application.

1. Vehicle

- year, make, model, body type, cylinder or c.c.
- Vehicle Identification Number (serial number)
- estimated annual driving distance
- lienholder name and postal address

2. Driver Information

- name of each driver, driver's licence number, date of birth, date first licensed in Canada, other classes of licence (if any), percentage the driver uses the vehicle(s)

Questions Asked: (Details are also required)

- Does any driver have driver training? If so, certificate needs to be attached for consideration of a premium discount.
- Are any other persons in the household or business licenced to drive? If so, details need to be provided in the remarks section.
- Has any driver's licence, vehicle permit, etc. issued to a person in the household or business been suspended or cancelled in the last 6 years?
- Has any insurance company cancelled automobile insurance for the applicant or any listed driver in the last 3 years?
- During the last 3 years, has any automobile insurance policy issued to the applicant or any listed driver been cancelled or has any claim been denied for material misrepresentation?
- Has the applicant or any listed driver been found by a court to have committed an automobile insurance fraud?

3. Previous Accident and Insurance Claims in the last 6 years

Details of any accident or claim on any automobile of any listed driver during the last 6 years must be shown. ("Any claim" means all claims and includes windshield damage, theft, vandalism, wind damage, etc.).

You need to provide details of the date of claim, type of claim, amount paid or estimate of damage. If the claim was a collision, you also need to identify the driver and give brief details on what happened and related to who was at fault. If you need help, contact your broker, agent and/or insurance company before completing the application.

4. Conviction record of the applicant and all listed drivers in the last 3 years arising from the operation of any automobile

You need to identify the offence and the date of conviction(s) for each driver. Convictions are offences related to the operation of a vehicle, and include, seat belt infractions; defective tires or brakes; failure to use or improper use of headlights; moving traffic offences such as speeding, signalling offences.

Individuals can obtain their own Motor Vehicle Record (MVR) from the Ministry of Transportation which provides a 2 year history. Insurance companies require a 3 year history.

If you do not know or are unsure of conviction dates, obtain the information from your broker/agent or current insurance company.

Coverage for your own vehicle

"Direct compensation - Property Damage" and "uninsured automobile coverage"

These two coverages, along with "Liability" and "Accident Benefits", are compulsory coverages. This means that, by law, you must purchase these coverages when purchasing a motor vehicle liability policy.

Questions and answers

- Q.** What does "Direct Compensation-Property Damage" cover?
- A.** Basically, this would cover damage to your vehicle if you are in an accident in Ontario with another vehicle insured by an Ontario-licensed insurer, when you are not or partially not at-fault. Each owner would report the accident to his or her own insurance company, which would settle the claim according to the degree of driver's fault. For example, if you were 25% at-fault and 75% not at-fault in an accident, 75% of your vehicle damage repair, including car rental expense under "Direct Compensation-Property Damage". (The other 25% is paid under the "Collision" part of your policy if you have purchased that coverage.)
- Q.** How can I tell who is at-fault?
- A.** Fault for an accident is determined by the Ontario Insurance Act and the Fault Determination Rules made under the Ontario Insurance Act. These may find you or the other driver wholly or partially at-fault.
- Q.** Will my rates go up if I am not at-fault for the accident?
- A.** No. Your rates will not go up if you are 100% not at-fault. However, if you are partially at-fault, it may affect your rating.
- Q.** What happens when I am in a single vehicle accident, for example, lost control on black ice?
- A.** This is not covered under "Direct Compensation". This loss would be covered under the collision section of your policy subject to a deductible and could affect your policy rating.
- Q.** What happens if the contents of my vehicle are damaged in the accident?
- A.** The contents of your vehicle that are not carried for reward would be covered under "Direct Compensation-Property Damage" on an "Actual Cash Value" basis.
- Q.** What happens if I'm in an accident and the other party is not insured?
- A.** You would be covered under the "Uninsured Automobile" section of your policy, subject to a \$300 deductible and a maximum value of \$25,000. (Values over \$25,000 are paid under the "Collision" section of your policy.)

- Q.** Can I recover the \$300 deductible when I am not at-fault?
- A.** Your insurance company may pursue the owner of the uninsured automobile and attempt to obtain a judgement against him or her to recover the claim and your deductible but this could take time.
- Q.** What are my rights if I drive without insurance and I'm in an accident in Ontario that's not my fault? Can I sue the at-fault driver and recover from his or her insurer?
- A.** Section 267.6 of the Ontario Insurance Act takes away your right to recover any loss or damage from bodily injury or death from the other person. Section 265(7) of the Ontario Insurance Act takes away your right to recover damage to the vehicle or its contents from the other person.

In fact, if you are at-fault, the other person's insurance company can sue you to recover the amounts they have paid out.

Collision and comprehensive coverage

These two coverages are optional. You are not required by law to purchase these coverages. However, if you have a lien on your vehicle your lienholder may require you to have these coverages to protect the lienholder's insurable interest in your vehicle.

Collision or upset

This coverage is sold with a deductible chosen by the car owner. The higher the deductible, the lower the premium. You can claim on your collision insurance, subject to the deductible, when the insured automobile is involved in a collision with another object or tips over. "Object" include: another automobile that is attached to the automobile; the surface of the ground, and any object in or on the ground. If your vehicle is hit and the driver is unidentified, this would be a collision claim. Your rates may be affected when you claim under this section of the policy, regardless of the amount claimed.

Comprehensive

This coverage is sold to cover losses, other than those covered by collision or upset, subject to only a few exclusions. There is usually a deductible on all comprehensive claims except in cases of loss by fire, lightning, or theft of the entire automobile. The actual cash value of your car at the time of the loss is protected by comprehensive coverage.

All perils

This coverage combines the coverages of "Collision or Upset" and "Comprehensive".

Endorsements/deductibles

There are a number of endorsements you can purchase. Discuss your needs with your agent/broker and ask for recommendations regarding what could be covered and which deductibles could be increased to save money.

What do I need to know about lapse in insurance coverage?

A consumer cannot be penalized for a lapse in insurance coverage unless:

- the insurance policy was cancelled for non-payment of premium;
- the driver's licence was suspended because of a conviction related to the use or operation of the automobile e.g., impaired driving;
- an accident or conviction happened that would result in higher premiums and the individual did not notify the insurance company, e.g., a person had an accident and destroyed the vehicle and did not advise the company.

When you want insurance coverage at a later date, you need to prove you had prior insurance. If you cancel your policy or are going to have a lapse in insurance for example, you have sold your car and do not plan to replace it for a while, are moving out of the country temporarily or are going to drive a company car and don't need your own vehicle, advise your broker/agent.

1. Obtain an experience letter from your agent or broker outlining your policy number, insurance company, time insured, accident and conviction history and keep this in a safe place.

OR

2. Write down the reason for lapse in insurance and make two copies. Give one to the broker/agent and have him or her sign the other copy for your records. This provides you with documentation when you need insurance again if that broker/agent is no longer available to verify your lapse in coverage. Also keep a copy of your latest insurance policy.

An individual with a lapse in insurance no longer accumulates risk points in the Facility Association

How can my driving affect my automobile insurance premium?

YES!



Driving convictions, including seat belt infractions, may affect your rating in several ways depending on the number and type.

To be eligible for preferred rating plans, such as "six star," you must have a clear record or no more than one or two minor driving convictions (requirements vary by insurance company). Additional convictions usually result in the loss of the preferred status and the discounted premiums. So, in addition to the fine you pay, your insurance costs can go up.

Insurance companies may also levy a premium surcharge if a driver has several minor driving offences or one of the more serious offences under the Criminal Code of Canada or the Highway Traffic Act. Surcharges vary by company but many use the Facility Association rules as a guideline.

The following is an example of premium surcharges the Facility Association applies effective January 1, 2003 for private passenger vehicles:

Minor		Major		Serious	
One conviction	0	One conviction	15%	One conviction	100%
Two convictions	5%	Each additional conviction	25%	Each additional conviction	100%
Three convictions	15%				
Four convictions	25%				
Each additional	15%				

Note: The maximum surcharge that Facility Association apply is 250%.

For a list of convictions, please refer to the next page.

List of Convictions under the Facility Association Classification

Minor	Major	Serious
<p>Convictions for any moving traffic offence (offences related to the operation of a vehicle), other than those listed as Serious or Major, under an Act governing highway traffic or Compulsory Automobile Insurance Act (CAIA) or for any offence substantially the same committed within or outside Canada including:</p> <ul style="list-style-type: none"> - fail or refuse to surrender licence CAIA - fail to produce evidence of insurance CAIA - fail to carry insurance card CAIA - fail to carry evidence of insurance CAIA - fail to have insurance card CAIA - fail to disclose particulars CAIA - fail to notify police - fail to make written report - fail to report damage to highway property - backing up – unsafe/illegal/improper – any type - brakes – none/inadequate/improper – any type - crowding driver’s seat - door opening – illegal/obstructing traffic – any type - emergency vehicle – operating with no regard for safety - driving imprudently - driving off roadway (including should/sidewalk/median) – any type - flagman – disobeying - following too closely (including tailgating) - headlights/parking lights – improper lack of use – any type - lack of control of vehicle – any type - motor-assisted bicycle – carrying passengers - motorcycle – operating with only an instruction permit - motorcycle – failure to wear helmet - passing infraction – any type except school bus or school/playground zone - pedestrian crossing violation – any type - radar warning device in motor vehicle – if illegal in province/territory - railway crossing – any type - safety zone violation – any type - seatbelt – any offence - signalling offences – any type - slow driving – endangering others – any type - smokescreen device on vehicle - speeding – any type, except when listed as major or serious - squealing tires - stopping – illegal/improper – any type - stunting - tires – defective/worn – any type - towing – prohibited/unsafe any type 	<p>Convictions of the following offences under any Act governing highway traffic of Compulsory Automobile Insurance Act (CAIA) or offences substantially the same committed outside Canada:</p> <ul style="list-style-type: none"> - failing to report an accident - failing, in the event of an accident, to give name and licence number to the police or any other person entitled to such information - fail to obey school crossing stop sign - improper passing of a school bus - improper passing/speeding in a school or playground zone - driving without insurance - operate motor vehicle - no insurance CAIA - vehicle owner without insurance CAIA - no insurance CAIA - produce false evidence CAIA - false statement re insurance MVACA - produced false insurance MVACA - make false statement CAIA - speeding in excess of 50 kph over limit - Ontario Graduated Licence - permit novice drive in contravention of cond/rest - class G1 accompanying driver – fails or refuses to provide a breath or blood test - class G1 accompanying driver has excess blood alcohol - class G1 driver unaccompanied by qualified driver - class G1 accompanied driver excess blood alcohol - class G1 drive with front seat passengers - class G1/G2 drive with excess passenger - class G1 drive on prohibited highway - class G1/M1 drive at unlawful hour - class M1 drive motorcycle with passenger - class M1 drive motorcycle on prohibited highway 	<p>Convictions of the following offences under the Criminal Code of Canada or under an Act governing highway traffic or any other Act or any offences substantially the same whether committed within or outside Canada or any convictions which appear on a Driver Record Abstract identified as Criminal Code convictions.</p> <ul style="list-style-type: none"> - criminal negligence committed in the operation or use of a motor vehicle - manslaughter committed in the operation or use of a motor vehicle - driving while licence under suspension - racing - careless driving - driving without due care and attention - dangerous driving - impaired driving - failure or refusal to submit to a breath or blood test - failure to pass a breath or blood test - failure to stop/remain at the scene of an accident - failure to stop for a police officer, resulting in a suspension of licence for a period in excess of 2 weeks - class G1/G2/M1M2 fail/refuse breath sample - class G1/G2/M1M2 drive with alcohol in blood <ul style="list-style-type: none"> (i) one conviction 100% (ii) each additional conviction 100% <p><i>Note: If convictions for impaired driving and failure or refusal to take a breath or blood test relate to the same occurrence, they will be considered as one conviction. considered as one conviction.</i></p>

Minor	Major	Serious
<ul style="list-style-type: none"> - traffic signals/regulating lights – any type - traffic signs – disobeying any legal sign except parking regulations - trailer – improper attachments /improper towing - turns – illegal/improper – any type - unlicensed driver – any type including improper licence class - unsafe move - unsafe vehicle – any type - wrong side of road/wrong way – any type - yield, failing to – any type <p><i>Note: This is a generic list and will not, in all cases, match the exact wording printed on the Driver Record Abstract.</i></p>		

Ontario demerit point system

Moving violations can affect your automobile insurance premium. Frequency of moving violations can result in surcharges, loss of preferred classification and possible refusal of renewal in the regular market.

Safe driving results in lower insurance premium.

The Ontario Demerit Point System established by the Ministry of Transportation follows:

THE DEMERIT POINT SYSTEM

Points	Offence
7	Failing to remain at the scene of a collision
6	Careless driving Racing Exceeding speed limit by 50 km/h or more Failing to stop for a school bus
5	Driver of bus failing to stop at an unprotected crossing
4	Exceeding speed limit by 30 to 49 km/h Following too closely
3	Exceeding speed limit by 16 to 29 km/h Driving through, around or under a railway crossing barrier Failing to yield the right-of-way Failing to obey a stop sign, traffic signal or railway crossing signal Failing to obey the directions of a police officer Driving the wrong way on a divided road Failing to report a collision to police Improper driving/passing where road is divided into lanes Crowding the driver's seat Going the wrong way on a one-way road Driving or operating a vehicle on a closed road Crossing a divided road where no proper crossing is provided
2	Failing to lower headlight beam Improper opening of a vehicle door Prohibited turns Towing people - on toboggans, bicycles, etc. Failing to obey signs Failing to stop at a pedestrian crossing Failing to share the road Improper right and left turns Failing to signal Unnecessary slow driving Reversing on a divided high-speed road Driver failing to wear a seat belt Driver failing to ensure that a passenger less than 23 kg is properly secured Driver failing to ensure passenger under 16 years is wearing a seat belt
Demerit points remain on your driving record for two years from date of the offence.	

Demerit Point Suspensions	
Fully licensed drivers	Graduated Licensing
<p>At 15 points, your licence will be suspended for 30 days from the date you hand over your licence to the Ministry of Transportation. You can lose your licence for up to two years if you fail to hand over your licence. After the suspension, the number of points on your driver's record will be reduced to seven. Any extra points could again bring you to the interview level. If you reach 15 points again, your licence will be suspended for six months.</p>	<p>As a Level One or Level Two driver, your licence will be suspended if you collect nine or more points during a two-year period. At nine points, your licence will be suspended for 60 days. After the suspension, the number of points on your record will be reduced to four. Any extra points could again bring you to the interview level. If you reach nine points again, your licence will be suspended for six months.</p>

What do you mean, it's my fault? Whatever happened to no-fault?

Fault determination following an automobile accident

Automobile policyholders are often confused when they are told by their insurance company that they're "at-fault" or "partially at-fault" in a vehicle accident. A frequent response is "I thought Ontario had no-fault insurance. How can I be at-fault?"

In fact, the "no-fault" concept applies only to accident benefits paid as a result of bodily injuries suffered by the drivers or passengers in a car accident. This means that your insurance company will pay benefits to you the driver, and to anyone else injured in your vehicle who doesn't have his or her own Ontario automobile policy, no matter who caused the accident. Injuries sustained by persons in the other vehicle are paid for by their insurance company.

With respect to vehicle (property) damage claims, fault is, and traditionally has been, assigned to one or other of the drivers, even though you make your claim against your own insurance company. (Drivers may share a percentage of the blame, as we'll describe later.)

Ontario Insurance Act

Another question we're often asked is, "How can I be at-fault when no charges were laid by the police?" The answer is that the police are working under two sets of laws, the Criminal Code and the Highway Traffic Act, while "fault" from an insurance standpoint is assessed under a different statute, the Ontario Insurance Act.

Fault Determination Rules

Regulation 668 made under the Insurance Act sets out the "Fault Determination Rules" in detail. The regulation states that "an insurer shall determine the degree of fault of its insured for loss or damage arising from the use or operation of an automobile in accordance with these rules". It also states that the degree of fault of an insured is determined without reference to the circumstances in which the incident occurs, including weather conditions, road conditions, visibility or the actions of pedestrians; or the location on the insured's automobile of the point of contact with any other automobile involved in the incident.

The regulation then goes on to illustrate some twenty types of accidents occurring on public highways, and sets out rules dealing with intersection accidents, accidents in parking lots and other matters. In each case the rule specifies the degree of fault to be assessed against each driver.

An example is "Rules for automobiles travelling in the same direction in adjacent lanes". This section applies when automobile "A" collides with automobile "B", and both automobiles are travelling in the same direction in adjacent lanes.

- If the incident occurs when automobile "A" is turning left at an intersection and automobile "B" is overtaking automobile "A" to pass it, the driver of automobile "A" is 25% at fault and the driver of automobile "B" is 75% at fault for the incident.
- If the incident occurs when automobile "A" is turning left at a private road or a driveway and automobile "B" is overtaking automobile "A" to pass it, the driver of each automobile is 50% at fault for the incident.

If no degree of fault is assessed against a driver, his renewal premium should not be affected. However, if a degree of fault is assessed against the driver, it is likely that there will be some effect on the renewal premium.

If an insured feels that fault has been improperly assessed and cannot resolve the matter with the insurance company, his or her remedy would be to commence an action in court and have the degree of fault established by the court.

The Ontario Insurance Act and its Regulations can be obtained through the Ontario Government Book Store (telephone 416-326-5300/1-800-668-9938) and may possibly be available through the Public Library system. ("Fault Determination Rules" is Regulation 668).

A copy of the Fault Determination Rules are available on the IBC Website or by calling the Consumer Information Centre.

What happens if I drive under the influence of drugs or alcohol?

Drinking and driving don't mix. Besides causing human tragedy involving hundreds of innocent people every year, driving while impaired can be very costly in other respects.

Effective November 29, 1996 in Ontario, drinking drivers are taken off the road immediately and their drivers' license is suspended for 90 days after refusing to give a breath-test or blowing over the legal limit. The car will usually be towed to the pound and you will have to pay these costs.

The penalty

Section 255(1) of the *Criminal Code of Canada* states that anyone convicted of drunk driving is liable for serious penalties, including possible imprisonment. In addition, the Ontario Highway Traffic Act imposes a suspension of your driver's license.

The Comprehensive Road Safety Bill proclaimed July 3, 1997 increased the length of suspension to:

→ 1 year for the first conviction

Note: This part of Bill was proclaimed for charges after September 30, 1998.

- 3 years for the second conviction happening within 10 years of the first conviction
- for life for the third conviction. It may be possible to get licence back after 10 years if an approved rehabilitation program is completed and an ignition interlock is installed in the vehicle.
- anyone convicted of impaired driving for the fourth time in a 10 year period will receive a lifetime suspension
- anyone convicted of a first offence must complete the program "Back on Track" administrated by Centre for Addiction and Mental Health before receiving their license back. A fee of \$475 paid by the convicted driver is required.
- after October 1st, 2000 first time offenders will go through assessment and may be assigned treatment instead of the educational program.
- anyone convicted of a second offence of more will go through assessment and may be assigned an education or treatment program.

Also, drinking and driving convictions stay on a driver's record for a minimum of 10 years (previously 5 years).

Ignition Interlock Device

In Ontario, there is a law prohibiting anyone convicted of impaired driving from driving any motor vehicle that is not equipped with an approved ignition interlock device on or after December 23, 2001. For a first offence, the device must be in the vehicle for a minimum of one year from the day the person's driver's has been reinstated. The cost for the device will be the responsibility of the convicted driver. Second-time offenders will have to use ignition interlock condition for a

minimum of three years. Third-time offenders will have a lifetime ignition interlock condition if their licence is reinstated after a minimum 10-year licence suspension.

Fourth-time offenders are not able to have their licence reinstated.

Damage to your own and other vehicle(s) in Ontario

Your insurance company will not pay for damage to your vehicle if the driver is impaired (that means you or any one you allowed to get behind the wheel in an impaired state) and if:

- no other vehicle is involved; or
- the damage is due to collision with another vehicle for which the driver of your vehicle is 100% at fault.

If the damage is caused by collision with another vehicle and the driver of the other vehicle is 100% at fault, your insurance company will pay for the damage to your vehicle. If both you and the other driver share fault, your insurance company will pay for the same percentage of your damage as the other driver's percentage of fault. You are unable to collect for the portion of the damage you were at-fault.

Impaired driving - impact

Impact – immediate

1. Possible 12 hour licence suspension if a driver registers "Warn" or "Alert" on the breathalyzer test.
2. 90 day automatic licence administrative suspension, if charged with impaired driving or refusing to take the breathalyzer test.
3. Insurance policy will not cover damage to vehicle if the impaired driver is at fault for an accident. (Will pay damage to vehicle to the degree not at fault).

If injured, the impaired driver is not entitled to income replacement benefits, non-earner benefits, lost education expenses, expenses of visitors and housekeeping and home maintenance benefits.

Impact – later

1. If convicted, fines and minimum of 1 year licence suspension for a first offence, 3 years licence suspension for a second offence. Life time suspension for a third offence with possibility of re-applying in 10 years. Fourth offence or more a life time suspension.
2. Cost of the education program "Back on Track" at \$475.
3. Substantial increase in insurance premium
4. Possible lawyer's fees
5. Cost of Ignition Interlock Device

Impact – seeking insurance after when licence is reinstated

1. Usually regular market will decline to offer insurance.
2. Individual will be placed into the high risk market (usually Facility Association) for a period of at least 2 years and pay substantially higher premiums.
3. Usually a 100% surcharge applies to premium for the impaired conviction on the new rating category. Other convictions and at-fault accidents are counted and, depending upon the driving record, the surcharge can be increased to a maximum of 250%. (Convictions impact insurance for 3 years, at fault accidents impact insurance for a period of 5 years with Facility Association and 6 years with most companies in the regular market).
4. If able to stay in regular market, you are no longer eligible for the preferred rating category resulting in higher premium, at least a 50% surcharge is applied to premium for 3 years from date of the conviction and is adjusted at renewal. (Premiums vary by company).

5. In some circumstances, if insurance is provided by the regular market, the impaired driver may be excluded under the insurance policy. This means that the excluded driver cannot drive the vehicle under any circumstances, even though the driver's licence is reinstated, without substantial penalties e.g., damage to the vehicle, the right of the insurance company to recover monies paid out from the excluded driver.

To purchase minimum compulsory insurance required by law for a driver, age 25 or older, living in Toronto and driving a 1996 Ford Taurus, 4-door through the Facility Association:
(Rates as of January, 2003)

Minimum compulsory insurance includes:

- \$200,000 liability
- Accident Benefits
- Uninsured Motorist coverage
- Direct Compensation-Property Damage

If individual previously had 5 years or more driving experience and in the preferred category and;

A. not involved in an at-fault accident with the impaired driving charge

If driving for pleasure only:	\$3,976
If driving to work less than 16 kilometres(10 miles) one way:	\$4,116

B. involved in an at-fault accident at the time of the impaired driving charge

If driving for pleasure only:	\$4,778
If driving to work less than 16 kilometres(10 miles) one way:	\$4,946

The premiums shown above are for one year without other convictions or accidents and does not include collision or comprehensive coverage. Similar high premiums will apply for 3 years from date of conviction.

OVER A TWO YEAR PERIOD, IMPAIRED DRIVING COSTS AT LEAST \$5,000 IN ADDITIONAL INSURANCE PREMIUMS FOR MOST CONSUMERS! MANY PAY MORE!

Driving without insurance – can you afford to?

ONTARIO LAW REQUIRES THAT ALL MOTORISTS HAVE AUTOMOBILE INSURANCE. It is unfair for people with insurance to pay premiums for Accident Benefits claims paid to people without insurance. Penalties will substantially reduce this and hopefully eliminate this requirement in the future.

By law, all individuals injured or killed in a motor vehicle accident in Ontario are protected by "Accident Benefits" coverage. Penalties apply to individuals driving without insurance, while impaired, or without a licence.

Fines for driving without insurance

People who are convicted of driving their vehicle without insurance will face significantly higher fines.

For a first conviction, the minimum fine will be \$5,000 and the maximum will be \$25,000. For each subsequent conviction, the minimum fine will be \$10,000 and the maximum will be \$50,000.

Previously, the fine for driving without insurance ranged from \$500 to \$2,500. In many cases, the existing fines were less than the cost of insurance.

Barring the right to sue and access to no-fault income replacement benefits

People who are driving or occupying their own uninsured vehicle at the time of an accident cannot sue a negligent party. In addition, uninsured drivers are not entitled to income replacement or non-earner benefits under no-fault insurance.

There is no requirement that a person be convicted for these limitations to apply. The limitations are designed to limit the compensation available to persons who intentionally refuse to contribute to the auto insurance system.

Enhanced data sharing between the Ontario Ministry of Transportation and insurance companies

The Ministry of Transportation (MTO) is authorized to collect information from insurance companies for the purpose of verifying automobile insurance coverage.

Enhanced data sharing with insurance companies is improving the government's ability to ensure that all registered vehicles are covered by compulsory automobile insurance.

MTO will be introducing measures to reduce the number of uninsured vehicles. Police officers will be able to validate insurance coverage immediately.

Insurance Required by Law in Ontario (Compulsory Insurance)

Type of Coverage	What the coverage does	Minimum or limit requirements
Liability	Protects you if someone else is killed or injured or their property is damaged because of your negligence. It will pay for legitimate claims against you up to the limit of your coverage, and will pay for the costs of settling the claims.	\$200,000 (higher limits are recommended)
Accident Benefits	Provides benefits if you are injured or killed in an automobile accident anywhere in Canada and the United States regardless of who caused the accident. These benefits include: - supplementary medical care, rehabilitation, and other 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; - funeral expenses and death benefits when a person dies in an accident.	The details of the Accident Benefits Coverage are set out in the Statutory Accident Benefits Schedule of the <i>Insurance Act of Ontario</i> .
Uninsured Motorists	Protects you if you are injured or killed by an uninsured motorist or hit-and-run driver to the extent you were not at fault. Covers damage to your automobile caused by an identified uninsured motorist.	\$200,000 limit Up to \$25,000, subject to a deductible of \$300
Direct Compensation - Property Damage	Under certain conditions, covers you in Ontario for damage to your automobile and to your property it is carrying when another motorist is responsible.	Standard \$0 deductible (can be increased)

Summary of penalties for driving without insurance

- Minimum \$5,000 fine for the first conviction
- If injured, you will not be entitled to income replacement or non-earner benefits
- You cannot sue for damage to your vehicle nor for your injuries, even when you are not at-fault for the accident
- Insurance companies can sue you for payments made to others when you are at-fault to any degree for the accident

CAN YOU AFFORD TO DRIVE WITHOUT INSURANCE?

It's your vehicle, your responsibility – Ontario Vehicle Impoundment

THE LAW

Effective February 16, 1999, the Ontario government began impounding vehicles driven by persons who continue to drive while suspended for a Criminal Code Conviction, even though that person may not own the vehicle.

WHY TOUGH NEW MEASURES FOR SUSPENDED DRIVERS?

Ontario's Vehicle Impoundment Program is aimed at making roads safer. Drivers who continue to drive while their licence has been suspended for a Criminal Code conviction show no regard for the law and put others at risk. Most Criminal Code Convictions were related to drinking and driving. Others include dangerous driving, criminal negligence causing injury and/or death, failing to remain at the scene of a collision and refusing to submit to a breath test for alcohol.

WHAT HAPPENS IF A SUSPENDED DRIVER (for criminal code conviction) DRIVES YOUR VEHICLE?

Vehicle owners must make all reasonable efforts to ensure that any person driving their vehicle has a valid driver's licence. Regardless of whether or not the vehicle is owned by the suspended driver, it will be impounded. It does not matter if the car was borrowed from a friend or family member, used for business or pleasure, rented or leased. This program applies to all motor vehicle types including passenger vehicles, motorcycles, trucks and buses.

WHAT IS THE PENALTY?

The vehicle owner is liable for towing and storage costs which are expected to range from \$900 to \$1,100 for a 45 day period.

Note: The 45 day impoundment is the minimum period. It could be as long as 180 days for repeat offenders.

CAN THE IMPOUNDMENT BE APPEALED

Yes, a vehicle owner can appeal an impoundment on the following grounds:

- Vehicle was stolen at the time of the impoundment;
- Driver was not under a **Criminal Code** suspension;
- Vehicle owner exercised all reasonable efforts (i.e. due diligence) to ensure that the driver had a valid driver's licence; or
- Loss of the vehicle would result in exceptional hardship.

There is a \$100 fee to file an appeal. In the event of a successful appeal, this fee will be refunded, along with any towing and storage costs.

HOW CAN I FIND OUT IF AN ONTARIO RESIDENT HAS A VALID LICENCE?

If you are not sure that a person using your vehicle has a valid driver's licence it is your responsibility to verify the licence through the Ministry of Transportation (MTO):

- Call 1-900-565-6555 for an automated service. A cost of \$2.50 per check will be charged to your phone bill. Please have the driver's licence number ready; or
- Access MTO's website at:

www.mto.gov.on.ca/english/dandv/check.htm. Users may check more than one driver's licence number at \$2.00 per check payable by Mastercard or Visa; or

- Obtain a driver's abstract at MTO, Driver & Vehicle Licence Issuing Offices or Service Ontario kiosks. The fee is \$12 per abstract.

Note: The first 2 services will provide information on the validity of a driver's licence as well as a verification number confirming a valid response. A valid response means that the driver's licence is not under suspension, is not expired, or has not been cancelled. Information on class of licence and conviction record is not provided unless a driver's abstract is obtained.

**IF YOU LET A
SUSPENDED
DRIVER USE
YOUR
AUTOMOBILE
AND HE/SHE
HAS A
COLLISION?**

Your insurance company will not pay accident for the damages to your vehicle or car rental, even when the suspended driver was not at fault for the accident. You may also be held legally liable for any monies paid to innocent third parties.

What you should know about car insurance in Ontario

Automobile insurance in Ontario is **compulsory**. **You must not drive without it.** While the insurance law calls for standard policy wordings and oversees the range of options, there are many insurers competing on price and service in the Ontario market. The Ontario auto insurance system aims for fairness, affordability and efficiency.



SHOPPING FOR INSURANCE: Brokers and agents will tell you which insurers they represent, identify the companies they get quotes from, and show you those prices on request.



RETIREES: Insurers must offer a premium discount to retirees aged 65 or older, and to younger retirees, too, if they are receiving a Canada or Quebec Pension or a pension registered under the *Income Tax Act*. For complete details, see your agent or broker; you will be required to sign a Declaration for Retiree Discount.

COVERAGE YOU *MUST* HAVE

There are some insurance coverages all vehicle owners must have if you wish to drive on public roads:

- *third-party liability* of at least \$200,000, in case the driver of your vehicle injures someone or damages someone's property;
- *uninsured automobile* coverage, in case the owner and driver of the vehicle that injured you or caused damage to your vehicle doesn't have any insurance;
- *statutory accident benefits*, so you don't need to sue for a basic level of income replacement and medical benefits - particularly useful if you are involved in a single vehicle accident;
- *direct compensation-property damage*, which allows you to claim from your insurance company for damage to your vehicle and its contents caused by someone else. *Direct compensation - property damage* means that, to the extent that you are not at fault in an accident with another vehicle, your own insurer will pay for damage to your vehicle and its contents.

DEDUCTIBLES ON YOUR VEHICLE COVERAGES

A "deductible" is the part of a claim for damages to your vehicle you must pay. Higher deductibles usually result in lower premiums but higher financial risk.

Under the *direct compensation - property damage* provisions of your policy, if you are ***not at fault*** in an accident in Ontario involving another Ontario-insured vehicle, there is no deductible (unless you have chosen to lower your premium by selecting one). However, if you *have* selected a deductible, the full amount of it will apply, regardless of your degree of fault for the accident.

If you have bought optional coverage for *collision or upset*, or *all perils*, and if you ***are fully at fault*** for the damage to your vehicle, a standard \$300 deductible will apply (unless you have selected another amount). However, if you have *no* direct compensation deductible, and if you are only *partially* at fault, your deductible will be *reduced* accordingly. If you are partially at fault, and if you have both a direct compensation deductible *and* a deductible for collision or upset (or all perils), your agent or broker will explain how these can be apportioned.

If you are claiming for losses arising from perils unrelated to a collision (such as hail dents, for example), the full deductible will apply.

Deductibles

The principal purposes of deductibles are to reduce claims costs to insurers, to reduce premium costs to insureds, to avoid small claim payouts altogether, and to create an economic incentive for insureds to protect their property from damage.

Changes to auto insurance, effective November 1, 1996 include changes to deductibles on certain coverages. Unless you have opted to have your policy re-written effective November 1, 1996, the deductibles will not change until your actual renewal date sometime prior to November 1, 1997.

The coverages that may be subject to deductible changes in your policy are as follows:

(1) UNINSURED AUTOMOBILE COVERAGE

This section of the policy covers, in part, damage to your automobile, its contents and loss of use where the vehicle and party responsible for the damage are identified and uninsured. Coverage is subject to a standard deductible of \$300 whereas previously, the standard deductible was \$100.

(2) DIRECT COMPENSATION - PROPERTY DAMAGE

This section of the policy covers damage to your vehicle, its contents and equipment and loss of use, to the extent that another identified driver is responsible for your damage when the accident happens in Ontario. There is no deductible under this section UNLESS you decide to accept one of \$300 (or larger) for a reduction in your premium.

(3) ALL PERILS COVERAGE

This coverage combines collision and comprehensive coverages plus coverage for damages resulting when a member of your household steals the automobile.

(4) COLLISION COVERAGE

This coverage pays for damage to your vehicle to the extent that you are at-fault or for damage caused by an unidentified vehicle or object.

The standard deductible for both All Perils and Collision is now \$300. If your deductible was higher, or if you wish a higher deductible, a premium reduction will be allowed for the portion over \$300. Many insurers will offer deductible amounts less than \$300 as an option, and there will be a corresponding increase in premium.

(5) COMPREHENSIVE COVERAGE

This coverage pays for all insured damage to your vehicle except for collision damage (e.g. fire, theft, malicious damage, broken windshields, etc.)

(6) SPECIFIED PERILS COVERAGE

This coverage pays only for losses caused by the perils specifically listed (primarily fire and theft).

The standard deductible for both Comprehensive and Specified Perils is now \$300. Most insurers offer optional higher or lower deductibles for corresponding premium reductions or increases.

EXAMPLE OF APPLICATION OF DEDUCTIBLES WHEN FAULT IS SPLIT BETWEEN DRIVERS

Driver A is deemed 75% at-fault and 25% not at-fault. Driver A's damages total \$2000.

DIRECT COMPENSATION - PROPERTY DAMAGE (not at-fault section)

Driver A had opted, at policy renewal, for \$300 deductible.

	\$500 (25% of \$2000)	Driver A collects 25% less the deductible
	\$75 less deductible (25% of \$300)	
TOTAL	\$425 Insurance pays	

COLLISION (AT-FAULT SECTION)

Driver A had a \$500 deductible.

	\$1500 (75% of \$2000)	Driver A collects 75% less the deductible
	\$375 less deductible (75% of \$500)	
TOTAL	\$1125 Insurance pays	

Driver A collects, in total, \$1550 (\$425 + \$1125) and his total deductibles are \$450 (\$75 + \$375)

Accident Benefits coverage effective November 1, 1996

Accident Benefits coverage is required by law. In a move to encourage fairness, consumer choice and affordability, the automobile policy offers basic coverage with options to purchase increased limits.

This change was made so that policyholders who required higher limits pay additional premiums. Other policyholders who do not require the higher limits are no longer paying for these higher benefits as part of the premium. In addition, under certain circumstances, the Act allows innocent victims of vehicle accidents to sue the "at-fault" driver for pain and suffering and loss of income and future earnings, when accident benefits coverage is insufficient.

Summary of the limits of coverage and optional benefits available:

Coverage	Policy Limit	Increase Optional Benefits Available
Income Replacement Benefit	\$400 per week (80% of net pay)	a) \$600 per week or b) \$800 per week or c) \$1,000 per week
Caregiver Benefit and Dependant Care	<u>Caregiver:</u> - \$250/week for 1st person in need of care, plus \$50/week each additional person in need of care for expenses incurred <u>Dependant Care:</u> - No Dependant Care	<u>Caregiver:</u> - \$325/week for 1st person in need of care, plus \$75/week each additional person in need of care for expenses incurred <u>Dependant Care:</u> - \$75/week for 1st child and \$25/week for each additional child - \$150/week maximum - Expenses Incurred
Medical and Rehabilitation	- \$100,000 non catastrophic - \$1,000,000 catastrophic	- \$1,100,000 non catastrophic - \$2,000,000 catastrophic
Attendant Care	- \$72,000 non catastrophic - \$1,000,000 catastrophic	- \$1,072,000 non catastrophic - \$2,000,000 catastrophic
Death Benefit Funeral Benefit	- \$25,000 spouse - \$10,000 dependant - \$6,000	- \$50,000 spouse - \$20,000 dependant - \$8,000

Note: The maximum combined amount available under Optional Benefits for Medical, Rehabilitation and Attendant Care is \$3,000,000.

You should know that you may purchase extra disability benefits if your net income exceeds \$26,000 per year and you have no employer group benefits or other sources of disability income. We encourage you to contact your agent/broker to discuss your options in this regard.

Accident Benefits information sheets are available from your agent or broker or from the Insurance Bureau of Canada, Consumer Information Centre. The titles include:

1. If You Are in a Car Accident
2. Medical, Rehabilitation and Attendant Care Benefits
3. Weekly Benefits
4. Death and Funeral Benefits
5. Other Benefits
6. The Right to Sue
7. Designated Assessment Centres

If you or a member of your household is injured in an automobile accident, advise your insurance company or agent/broker as soon as possible. Receiving prompt and appropriate treatment can help you on the road to recovery.

Accident Benefits Coverage is available to anyone injured or killed in an automobile accident in Ontario regardless of who caused the accident and whether or not he/she is covered by an automobile policy. The individual can be the driver, passenger in a vehicle or pedestrian. All individuals are entitled to the same basic benefits. A person driving without a valid licence and/or insurance, while impaired, or driving a stolen vehicle, etc. is not eligible to receive income replacement benefits, non-earner benefits, lost education expenses, expenses of visitors and housekeeping and home maintenance benefits.

Pre-insurance vehicle inspections on private passenger vehicles

Effective January 1, 1997, Ontario law has required insurers to inspect certain vehicles before insuring them, notably vehicles *newer than ten years old*: On December 20, 2002, the mandatory insurance inspection provisions were eliminated. Inspection is now at the discretion of the insurance company.

Objectives of pre-insurance inspections are:

- to reduce fraudulent insurance claims that have been made for "phantom" vehicles (where a person insures a vehicle that does not exist and subsequently claims that it was stolen)
- non-existing equipment and accessories
- pre-existing damage often as a result of a previous accident when damage was not repaired

This will benefit all consumers. Reduction in the monies paid out for fraudulent claims will reduce the need for premium increases by the insurance company. Consumers will benefit in the cost of insurance.

Who pays for the inspection?

The insurance company.

What does the inspection usually include?

It usually includes photographs of the front, rear and sides of the vehicle and a record of the identification number (VIN) on the vehicle's compliance label.

The inspection is a visual and photographing inspection only. It does not deal with vehicle safety inspections required by the Ministry of Transportation. The inspectors normally would not have the qualifications to access the mechanical and safety features of the vehicle. Their purpose is to verify that the vehicle exists and to record its condition to prevent insurance fraud.

Inspecting vehicles will help ensure that the car described on paper really does exist so honest policyholders will not be paying for those who want to cheat the system.

Antique cars – classic cars – special interest cars Vehicles worth more than the average market value

Q. Is it possible to insure my vehicle for a specific amount?

Yes. A special endorsement "Agreed Value of Automobile (OPCF 19A) is available. The endorsement lists the automobile(s) and indicates the value which usually is supported by an appraisal.

Coverage

The standard policy pays up to the Actual Cash Value (current value of a vehicle). With this endorsement the company agrees to pay up to the value indicated under "Loss or Damage Coverages (optional)" when the loss occurs caused by a peril insured against.

If a damaged part is no longer available, the company will pay you the manufacturer's last listed price.

Q. Is it possible to insure for less than the appraised value of my vehicle?

Yes. A special endorsement "Limiting the Amount Paid for Loss or Damage Coverages" (OPCF 19) is available. This endorsement which applies to a specific automobile will pay the actual cash value of the damage but no more than the specified limit.

Loss or damage which is covered under "Direct Compensation - Property Damage" - will not be subject to the limit.

Graduated Licensing – private passenger vehicles

New drivers in Ontario must go through the Graduated Licensing system before they can get a full drivers licence.

The Graduated Licensing system is divided into two levels, Level 1 and 2. Each level requires a minimum of twelve months experience before an individual can take the road test for a full licence in Ontario. However, if the new driver completed a recognized driver education course at a driving school, the first road test can be taken after only eight months in Level 1.

LEVEL 1	
Who Qualifies?	
Any individual over age 16 who does not have a drivers licence	
Any person whose licence has expired for more than 3 years	
What's required to get a Level 1 licence	
* Provide personal identification	
* Pass a vision test outlined in the drivers' handbook	
* Pass a knowledge test on the law of Ontario's highways	
What Rules Apply to a <i>Level 1</i> licence	
*	You must drive with a fully licensed driver with at least four years driving experience. That person must sit in the front seat and have a blood alcohol level content of less than .05 per cent. No other passengers are allowed in the front seat. Backseat passengers are limited to the number of seat belts in the backseat of the vehicle. You blood alcohol content must be zero.
	NOTE: On the new Ontario driver licence, there are 4 white stars under the person's picture which indicated 4+ valid years of driving. If there is only 2 stars, that person is not qualified to be out with a G1 driver.
*	You cannot drive between midnight and 5:00 a.m. and must drive Class "G" vehicles only.
*	You must not drive on 400 series or high speed expressways. The Drivers' Handbook has a complete list of these highways.
*	You must stay in Level 1 for 12 months or if you have completed a recognized driver education course for 8 months.
*	At the end of Level 1, you must pass a road test to move to Level 2.
What Rules Apply to <i>Level 2</i> licence	
*	You must stay in Level 2 for at least 12 months.
*	You may drive on any road at any time of day or night without an accompanying driver.
*	Your blood alcohol level must be zero.
*	Every person in the vehicle must have a seatbelt so your vehicle is not overcrowded and every passenger is protected.

What Happens If I Break One of the Conditions of My Licence?

If you are charged with and convicted of breaking any of the licensing conditions, your licence will be suspended for 30 days.

Insurance Impact - Premium

Level 1 Driver

The insured should advise the insurance company that there is a Level 1 driver on the policy. There is no premium charge for a Level 1 driver.

Completing a course from an approved driving school will reduce future premium provided the driver has no at-fault accidents or chargeable convictions.

Level 2 Driver

A premium charge will apply. Credit will be given for one year's driving experience for Level 1 and receive a rate reduction of 10% for all coverages where the driver's experience is used as a rating factor for a period of one year. Driving training discounts and credits also apply, where applicable.

Insurance Impact - If Level 1 and Level 2 conditions are not adhered to:

This is an offence and considered the same as driving without a valid licence.

In the Event of an Accident:

Damage to the vehicle is not covered to the degree the driver is at-fault.

Under accident benefits, the driver is not eligible to receive income replacement benefits, non-earners' benefits, lost education expenses, expenses of visitors and housekeeping and home maintenance benefits.

The Benefits of Graduated Licensing

It helps provide new drivers with a safe learning environment to gradually develop practical knowledge, skills and experience. By offering new drivers the opportunity to reduce their Level 1 period by 4 months if they successfully complete an approved driver education course, graduated licensing provides an incentive to learn and practice safe driving techniques.

Automobile insurance coverages in the USA

Your Ontario automobile insurance policy provides coverage not only in Ontario but elsewhere in Canada and in the USA as well.

In order to understand how your policy provides coverage in the USA, let us examine how the coverage applies in Ontario.

Ontario accidents – injuries

If you are injured in a car accident, compensation for those injuries may be claimed from your own insurance company, regardless of fault from a schedule of *No-Fault* accident benefits.

In addition, should the injuries be severe enough to have met or exceeded the *threshold*, then it may be possible to seek further compensation by suing for pain and suffering from the *at-fault* driver or owner. In most cases, such claims would involve two different insurance companies _ one for the Accident Benefits claim and another for the lawsuit. In some cases, however, both the Accident Benefits claim and the lawsuit could be payable by the same insurance company.

Ontario accidents - vehicle damage

To the extent, you are *at-fault* in an accident, your claim for vehicle damage would be claimed under your own optional Collision or All Perils coverage.

To the extent you are *not at-fault*, your vehicle damage would be claimed under :

- a) Your Direct Compensation Property Damage (provided the *at-fault* driver is insured by an insurance company "licensed to transact business in Ontario"). (Direct Compensation claims are paid on the basis of no increase in premiums (provided you are *not at-fault* at all) and this coverage automatically provides a rental vehicle and also protection for damage to non-vehicle equipment.)
- b) Your Uninsured Automobile coverage, if the driver and owner of the "*at-fault*" vehicle are identified, but uninsured.
- c) Your own optional Collision or All Perils coverage if the "*at-fault*" vehicle cannot be identified.

USA accidents – injuries

Your Accident Benefits coverages are portable throughout Canada and also the USA. The restriction of being able to launch a lawsuit only if the injuries exceed the threshold, does not apply to accidents taking place outside Ontario. The law that applies is the law where the accident occurred. In this sense, you have the best of both worlds _ generous Accident Benefits but also the opportunity to commence a lawsuit even for less serious injuries.

USA accidents - vehicle damage

Vehicle damage claims in the USA are handled the same way as they are in Ontario, except that the Direct Compensation system described in (a) above does not apply outside Ontario.

Vehicle damage caused by an insured *at-fault* driver is paid by the insurance company insuring the "*at-fault*" vehicle, not by your own insurance company.

Allocation of fault

For accidents taking place in Ontario, fault is determined by a set of rules called the *Fault Determination Rules*. These rules are generally not affected by traffic charges nor by subsequent convictions nor dismissal of the charges.

For accidents that take place outside Ontario, the rules of law in the jurisdiction in which the accident took place, would apply.

Where to resolve disagreements

In Ontario, the Ontario Insurance Commission deals with disagreements on all aspects of Accident Benefit claims.

In Ontario, if you disagree with the allocation of fault under the Fault Determination Rules, the only recourse is to take legal action against your insurance company.

Outside Ontario, the law of the particular jurisdiction would apply.

What should I do if I am in an automobile accident

At the scene

- Try to keep calm.
- Offer assistance to anyone injured.
- If the accident is an emergency, call 911 and follow instructions given to you.

USE 911 FOR EMERGENCIES ONLY!

- If the accident is not an emergency, call local police for instructions. In Ontario, all personal injury accidents and all accidents resulting in property damage of \$1000 or higher must be reported to the police. A number of locations have special programs in place. Toronto, for example, has Collision Reporting Centres and accidents must be reported in person to these Centres within 24 hours, if police did not attend the accident scene. Find out what is required where you live, and keep this information in your glove box.
- Remove vehicles out of traffic, if possible. Do not drive the vehicle unless it is safe to do so.
- Record details of the accident - how, when, where it happened, time, date, location, speed, weather and road conditions.
- Draw sketch of the accident scene noting the position and direction of the vehicles and cross streets.
- Keep a camera in your vehicle and take photos of your damage and the damage to the other vehicle(s). This can be helpful if someone is trying to claim other damage or there is a dispute as to what happened.
- Answer police questions honestly but make no comments or admit any blame for the accident to the other driver(s). Your insurance company will determine fault based on the "Fault Determination Rules" regulated by the Ontario Government.
- Get names, addresses, telephone, licence and plate numbers and insurance details from any parties involved.
- Note the badge numbers of the investigating police officers, if police attended the scene.
- Get the names, addresses and telephone numbers from witnesses, when possible. It is also helpful to jot down licence plate numbers of other vehicles if you think someone in them might have seen the accident, however with moving traffic this is not often possible.
- Be careful of tow truck operators pressuring you to authorize repairs at the scene. You have the right to request fees in advance. If you feel you are being pressured, ask police for the name of an authorized tow truck and have your vehicle towed to the police compound or your driveway until you talk to your insurance company.

Later

- If police were not at the scene, all accidents resulting in property damage of \$1,000 or more must be reported to them. If there isn't a Collision Reporting Centre in the area of the accident, call the local police station for guidance. Often they will ask you to go to the nearest police station to report.
- Even though you attended a Collision Reporting Centre, report the accident to your insurance company or broker as soon as possible. They will explain the coverage provided by your automobile policy and start handling your claim.
- If you are injured in the accident, your company will provide you with a package of accident benefits claims forms which must be completed to start your benefits.
- Many insurance companies have a list of preferred body shops that will complete proper repairs to your vehicle. Your insurance adjuster or broker/agent can assist you with finding a good one in your area.
- Your Ontario automobile policy entitles you to have repairs done with parts of similar kind and quality. In other words, your car should be repaired to a similar condition that it was in prior to the accident. If you do not feel that your vehicle was repaired properly, report your concerns to your insurance adjuster immediately.

Reporting a Collision to the Police

The Highway Traffic Act requires any person involved in a motor vehicle collision to:

- report the collision to the nearest police officer,
- remain at the collision scene for the purposes of offering assistance when needed; and
- provide insurance information, driver's licence number, name, address, the plate number and the name and address of the registered owner of the vehicle to a police officer and to any person involved in the collision.

By law, all collisions must be reported to the police if there are any personal injuries or fatalities, and where the damage to all vehicles is more than \$1,000.

The penalty for failing to report a collision and/or failing to provide the necessary information is a fine of \$200 to \$1,000, three demerit points, a possible jail term and driver's licence suspension. The penalty for leaving the scene of a collision includes seven demerit points.

The police are required by law to investigate all reportable motor vehicle collisions and to provide a report to the Registrar of Motor Vehicles (MTO).

Things you should know about filing an insurance claim in Ontario

AUTOMOBILE: REPORTING AN ACCIDENT

The law requires that you report to the police any accident that involves injury or property damage in excess of \$1000. Your automobile policy requires that such accidents should be reported to the insurance company within 7 days, or if you are incapacitated by the accident and are unable to report within the 7 days, then it must be reported as soon as possible.

ACCIDENT BENEFITS

If you're injured in an automobile accident, you may be entitled to a variety of benefits. A full description of the coverage provided is contained in the "Statutory Accident Benefits Schedule". A copy of this document is available on request from your insurer. Your insurer will provide you with the necessary claim forms, and will help you to complete them.

VEHICLE DAMAGE

If your vehicle is damaged but repairable (and if you have the necessary coverage in your policy) your insurer may suggest that the repairs be carried out by one of their "preferred shops". If this is done it will be the responsibility of the insurer to make sure that the work is done satisfactorily. You may, if you wish, have the work done by a repair shop of your choice. However, you should be aware that the insurer will not pay any higher cost than the price quoted by their repairer. Also, if the work is unsatisfactory, it will be your responsibility to deal with the repair shop.

If the damage is major and can not be repaired safely, or the cost of repairs is more than the value of the vehicle, the insurer may decide to "write off" the vehicle. A settlement will be negotiated based on the actual cash value of the vehicle at the time of the accident.

BETTERMENT

It is normal practice when an insurer is paying for a vehicle to be repaired, to replace damaged parts with parts of the same vintage as the car. For example, the damaged bumper of a 1994 car would be replaced with a 1994 bumper. If new parts are used, even though used parts are available, the value of the car may be increased. In such a case an amount will be calculated, known as "betterment", representing the increase in value, and you may be asked to contribute to the cost of repairs.

PERSONAL PROPERTY: REPORTING AN ACCIDENT

Before you are put in the position of having to make a claim under your home insurance, it is advisable to have an up-to-date inventory of your possessions. This could be done by a written listing, by photographs or perhaps by video cassette. Your inventory should be stored **AWAY FROM YOUR HOME**. Should you suffer a loss by burglary or theft, the loss must be reported to the police.

In the event of a loss caused by an insured peril, you should advise your insurer right away. You should ask the insurer for a "proof of loss form" and complete and return it as soon as possible. The law provides that the loss is payable within 60 days of the insurer receiving the proof.

The insurer has the option of repairing or replacing the damaged or lost property rather than making a cash settlement. If this is to be done, the insurer must give written notice of its intention within 30 days of receiving the proof of loss, and must commence the repairs within 45 days of receiving the proof.

Your policy may provide for settlement on the basis of the replacement cost of lost or damaged articles. This means that the claim will be settled by repairing damaged property or the replacement of articles with new articles of similar kind or quality without any deduction for depreciation. Usually, the insurer will make an initial payment based on the depreciated value of the item, and if the article is replaced within a specific time period (usually 180 days), the insurer will then pay the difference between the initial payment and the actual replacement cost.

Total loss of vehicle

A vehicle is a total loss when repairs cannot be economically or safely carried out, for example, when repairs would cost more than the market value of the car.

Market Value or **Actual Cash Value** (referred to in your automobile policy) is what your vehicle could have reasonably sold for the day before the claim. Mileage, condition of the vehicle, equipment and retail selling price are all considered in determining the amount to be paid on the claim.

Your insurance company calculates the vehicle's actual cash value including retail sales tax and GST, where applicable, and offers a cash settlement. It is your responsibility to purchase a replacement vehicle.

From time to time, some people believe that they have not been offered a fair settlement.

An individual can be more informed of what is a fair settlement by doing a bit of research. Check with your local newspapers to see what similar vehicles are selling for. Car dealers and automobile trade magazines are also excellent sources for comparable pricing. Select 5 prices of cars similar to yours then take the average. You should now have a reasonable ballpark figure.

Also, if you have completed work on your vehicle that would increase the selling price, advise your insurance company and provide receipts to help them in determining your cash settlement. Repairs needed to maintain your car in good running order may not increase the selling price of your vehicle. For example, if you needed new brakes to operate your vehicle, it would not increase the selling price because the purchaser would expect the brakes to be working properly. However, an opinion from the person who regularly services your car on the condition and retail value is helpful. It is preferable to get this opinion in writing.

If after you have done your homework you still disagree with the cash offer, go back to your claims representative and discuss the matter. Advise him or her of the information you have gathered and ask how the amount was determined by the company. If there is still disagreement, discuss the matter with your insurance broker/agent.

If you are unable to come to an agreement and the amount is \$10,000 or lower, you can take the matter to small claims court. Otherwise, if the amount is over \$10,000, seek legal advice. Please call our Consumer Information Centre at the telephone numbers listed below. We would be glad to make an inquiry on your behalf.

Why isn't my car always repaired with new parts?

Sometimes your car is repaired with new parts, but not always.

The policy or contract that you signed with your insurance company in Ontario calls for repairs with parts of "similar kind and quality" (SKQ).

If your vehicle is in its first production year, there will likely be only OEM (Original Equipment Manufacturer) parts available to complete repair, which are new, of course.

New parts may also include "aftermarket" replacement parts. After market parts can be an over-run from makers of original parts, or from manufacturers who specialize in replacement automobile parts. Aftermarket parts approved by Certified Automobile Parts Association meet *or exceed* Original Equipment Manufactured specifications and are suitable replacement parts.

Safety-related parts are usually always new. Regardless of the age of your vehicle, most insurance companies will insist that safety-related parts required for repairs be new. For example, a 50% worn tire would be replaced with a new tire and you, as policyholder, are expected to pay for the extra tire life added to that wheel. This is called "betterment".

As any vehicle ages, it loses some of its value. Then the insurance company is justified in replacing damaged parts with recycled parts which are undamaged. This complies with the agreement in the policy to repair with SKQ material.

Mandatory Vehicle Branding Program – Ontario **When your vehicle is severely damaged**

BACKGROUND On July 27, 1998 the Ontario Ministry of Transportation (MTO) implemented the voluntary Stolen and Salvage Vehicle Program.

Many insurance companies were branding vehicles that had suffered serious structural damage and were considered a total loss.

Effective March 31, 2003, the Ontario government regulated the vehicle branding program and it is mandatory to brand all severely structurally damaged vehicles in Ontario.

WHY Ontario’s Vehicle Branding program is aimed at making roads safer and to counter motor vehicle fraud and theft. The major objectives of Ontario Stolen and Salvage Vehicle Program are to:

- enhance road safety by ensuring proper repair of “salvage” vehicles
- protect consumers in the vehicle marketplace
- make use of stolen vehicles more difficult to be re-licensed
- make stolen parts more difficult to be re-used
- minimize fraudulent use of VIN’s from wrecked vehicles
- promote insurance rate stability

WHAT ARE THE DIFFERENT TYPES OF VEHICLE BRANDS? There are four different types of vehicle brands that fall under the mandatory vehicle branding program. They are:

“**Irreparable**” – a vehicle that can be used for parts or scrap only. This vehicle can never be driven in Ontario.

“**Salvage**” – a vehicle that can be repaired and is subject to inspection criteria approval.

“**Rebuilt**” – a vehicle that has been previously branded as “salvage” but has been rebuilt and inspected in accordance with regulatory criteria.

“**None**” – is applied to all vehicles in Ontario in Ontario that have not been assigned a brand. This does not mean the vehicle was never given a brand in another jurisdiction, or that it was not rebuilt in Ontario prior to the mandatory vehicle branding program.

ARE ANY VEHICLES EXEMPT FROM THE MANDATORY VEHICLE BRANDING PROGRAM? The following vehicles are exempt from the mandatory vehicle branding program:

Trailers, traction engines, farm tractors, road-building machines, bicycles, motor assisted bicycles, motorized snow vehicles, street cars and motorcycles (other than motorcycles** that are irreparable) or motor vehicles with a model year of 1980 or earlier.

WHAT IF I WANT TO KEEP MY DAMAGED VEHICLE AFTER A CLAIM?

When your vehicle is a total loss the insurance company will offer you a cash settlement, brand and take ownership of your vehicle. If you want to keep your vehicle, your settlement will be reduced by the amount they could get from a salver for the damaged vehicle.

Before you decide to keep your vehicle, consider the following

- If the vehicle is branded "IRREPARABLE" it can only be used for parts. It can never be repaired and put back on the road.
- If the vehicle is branded "SALVAGE" it can be fixed but must be go to a Type 6 inspection station and pass rigid safety standards to be reclassified "REBUILT" before it can be used on the roadways. The cost of the inspection is usually over \$250. And the vehicle must be towed to the inspection station and towed again if the vehicle does not pass inspection. The quality of any repairs must meet the standards of the "REBUILT" classification. Also, fees for the Safety Standards and Drive Clean Emission Certificates apply.
- Considering all the costs involved, it is not recommended that the owner keep a "SALVAGE" branded vehicle. There have been situations where the owner has spent many dollars having the vehicle repaired and later finding out it does not meet the "REBUILT" standards and can not go back on the road

WHAT ARE THE BENEFITS FOR THE CONSUMER

When you purchase a used vehicle there will be a paper trail on the "used car package" available from MTO. If the ownership was ever in the name of an insurance company it is usually because the vehicle was branded at one time.

If a vehicle was branded "SALVAGE" and reclassified "REBUILT" you will know that the vehicle has passed a rigid inspection after being repaired and is safe to be operated on the roads.

This program will greatly reduce fraud. Many unsuspecting consumers have purchased stolen vehicles and later have them seized by the police with little hope of recovering the money paid out for the vehicle.

It will take time for the program to be fully effective, but it offers greater consumer protection as vehicles are entered into the system...

HOW CAN I TELL IF A VEHICLE IS BRANDED?

Registration of brands are by VIN number of the vehicle. The Brand will be displayed on the vehicle permit issued by MTO in Ontario or the licensing authorities in other provinces.

What is covered when my vehicle is broken into?

Criminals find it profitable to steal and sell automobile equipment and accessories. This type of loss would be covered under your automobile policy if you have bought All Perils, Comprehensive or Specified Perils coverage.

However, your personal property in the vehicle, such as audio-tapes (except for one in the machine), brief cases, suitcases, golf clubs, skis, bikes, fishing equipment and so on, is not covered under the automobile policy. For these things you need Homeowners, Tenants or Condominium insurance. Personal property is usually insured for up to 10% of the amount of personal property insurance or \$1,500, whichever is greater, while this property is *temporarily away from your premises*, anywhere in the world.

Q. Would I have to pay two deductibles since there would be two policies involved?

A. Yes. There is a deductible for the automobile policy (except in the case of fire, lightning or theft of the entire vehicle). The Homeowners/Tenants/Condominium policy would have a separate deductible.

Q. If I leave the keys in my car or leave my car unlocked, will I still be covered?

A. This is never a good idea, but yes, the vehicle itself (and its accessories) will be covered under your automobile policy if you have purchased coverage. As for contents, however, some Homeowners, Tenants and Condominium policies require visible signs of forcible entry into a locked vehicle as a policy condition. Claims from an unlocked vehicle would not be covered by these policies.

Q. How can I lock some items such as bikes or skis in my vehicle?

A. The trunk of a full size car can accommodate a bicycle if you take the front wheel off. Some cars have a special hatch or sleeve to accommodate skis and poles so they extend from the trunk into the rear seat area. Ask your insurance broker/agent about "scheduling" your sports equipment, cameras and other vulnerable items with additional coverage, especially if your policy has the forcible entry policy condition explained earlier.

Repayment of money to an insurance company

The terms of an automobile policy allow an insurance company to recover payments to the insured or others in certain situations.

Liability Coverage

The company may, on occasion, be required by law to make payments, even though not otherwise liable under the policy. If so, these payments will have to be reimbursed to the company upon demand.

Accident Benefits

The insurance company is entitled to recover any overpayments which occur as a result of error, misrepresentation or fraud.

Collision

The insurance company has a right to recover payments made if:

- the insured is convicted of a Criminal Code of Canada offence, for example, impaired driving/dangerous driving;
- the automobile is used in a race, speed test or illegal activity;
- you drive the automobile while not authorized by law;
- you are unable to maintain proper control of the automobile because you are driving under the influence of intoxicating substances;
- another person, with your permission, drives the automobile under the above conditions.

The company has the right to recover payment for damages from:

- a person who violates any condition of the policy while using the automobile;
- a person who has the automobile in connection with the selling, repairing, maintaining, storing, servicing or parking automobiles.

Driving tips

Winter driving requires considerably more care by drivers when temperatures can drop below freezing.

Always be sure you have clear visibility in any direction you intend to move the vehicle. Frost and snow should be cleaned from windows and side mirrors before starting off.

Be sure the windshield washer bottle is full of winter-grade washer fluid and you have a refill in the trunk. Consider rubber-sheathed wiper blades that won't clog up and freeze, losing contact with the windshield.

Carry a plastic bottle of cat litter or sand in the trunk for traction when caught in ice cuts at the curb.

Once under way, be sure other drivers can see you by using your lights when visibility is reduced.

Light snowfalls can be as hazardous as freezing rain. Intersections can be polished and icy from previous traffic. A good practice is to stop a full car length behind the car in front and then creep up to close the gap.

One of the keys to safe winter driving is - don't lose traction. This means gentle turns, gentle accelerations and gentle braking to avoid loss of traction with the road.

In winter or summer, drive defensively by keeping an adequate distance between your car and the one in front. A two to three second interval from the time the car in front passes a fixed object until you reach the same object will give you a safe distance.

In the event of a vehicle breakdown, not only good Samaritans may be attracted to your plight. If unsure of the visitor, keep all doors locked and through a partially open window, ask the person to call the police for you. A portable telephone is a valuable aid in emergencies.

Know and use your safety equipment as it was intended. Cars with air bags should have children, 12 and under, in the rear seat. Be sure there is a seat belt for each occupant and it is in use. Adjustable head rests should be set at the correct height to protect the head against "whiplash".

In any long trip, have the vehicle serviced before you start out. If not, at least check tire pressures and all fluid levels.

Safe driving is an attitude reflecting your care for your equipment, for those driving with you and is reflected in your courtesy to other drivers on the road.

The use of anti-lock braking systems (ABS) requires a different technique. Pumping brakes on slippery surfaces can nullify the braking technology built into ABS systems. ABS requires hard braking to permit the system to do the intermittent brake release which prevents wheel lock-up and permits steering control to be maintained. Remember, drive normally but use continuous hard

braking in emergency situations. Never lend your vehicle to another driver without instructing him or her on the use of ABS brakes.

The Ministry of Transportation (MTO) publish "The Official Driver's Handbook" which contains a section on "Safe and Responsible Driving". It is an excellent reference manual for all Ontario drivers. It can be purchased for a nominal charge from a Drivers Examination Office or a vehicle licence issuing office.

MOST COLLISIONS (AROUND 85%) ARE CAUSED BY DRIVER ERROR!

How to complain effectively

As a consumer you have the right and the obligation to complain when the service you receive fails to meet your expectations. Since insurance is subject to both contract law and to governmental regulation, misunderstandings do occur. The fact that you have taken the time to read this sheet makes it less likely that you will have cause for complaint.

If despite your best efforts to avoid problems, a misunderstanding or other problem should arise, you have several ways open to you to see that the situation is corrected.

Your first step is to ask your broker/agent, company representative or claims adjuster for an explanation. Make it clear what your concern is and state clearly and simply what you expect. Have all the pertinent information and documentation available. Allow time for your insurer to investigate and to answer your complaint. Make sure that you keep a record of who you talked to and what was said.

If your contact seems uninterested or unable to help, call that person's supervisor and again outline the problem. In the event that this second approach does not solve the problem, you could call our Information Centre for assistance. Our information officers would outline the options that might be open to you. These may include a submission to the insurer's complaint handling protocol, court action, or alternative dispute resolution.

In Ontario, the Office of the Insurance Ombudsman provides a final resort for the resolution of complaints about the business practices of insurance companies.

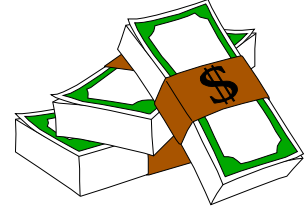
Most complaints are the result of misunderstandings and can be settled at an early stage. Where the problem is a result of improper handling or interpretation, we can assist you by suggesting how to deal with that problem.



When they cheat, you pay!

Call Crime Stoppers and Stop Insurance Fraud.

If someone you know is committing insurance fraud on a home, car or business policy, you can report it to Crime Stoppers. If your tip helps the police or your insurance company catch an insurance fraud, you may be eligible for a cash reward. And your call will remain completely anonymous.



What is Crime Stoppers?

Crime Stoppers is an international non-profit civilian program that assists police in solving crimes through tips reported by ordinary citizens who have knowledge or a suspicion that a crime has taken place.

All calls are anonymous

Every call which is made to a Crime Stoppers tip line is kept completely anonymous. Crime Stoppers has a system which has been successfully working for several years to allow tipsters to collect rewards without revealing their identity at any point. If the tip leads to a successful resolution to the crime, the person who reported the information is usually eligible for a cash reward.

Why Crime Stoppers works

Crime Stoppers has an impressive track record in helping solve all types of crimes because it allows ordinary citizens to help investigators while protecting their anonymity. Now, you can use the Crime Stoppers program to help stop insurance fraud and keep insurance costs under control.

What is insurance fraud?

Any time anyone makes an insurance claim that is completely false, that's fraud. It is also fraud any time anyone makes an insurance claim for more than the value of the goods actually lost, stolen or destroyed. And it's insurance fraud if you lie or falsify information on an application for an insurance policy in the first place.

The Cost of Insurance Fraud

When insurance companies have to pay claims that are fraudulent, that affects the costs of everyone's insurance. The Canadian Coalition Against Insurance Fraud estimates that \$1.3 billion worth of insurance claims that are paid in Canada every year are

fraudulent - which means that 10 to 15 percent of every dollar you pay for insurance goes to pay false claims.

Stop paying for a crime you didn't commit!

CALL CRIME STOPPERS AND HELP STOP INSURANCE FRAUD

For more information about insurance fraud, call the Canadian Coalition Against Insurance Fraud: (416) 362-2031

The following list will help you find your local Ontario Crime Stoppers number. If your community is not on the list, call directory assistance and ask for the local Crime Stoppers number.

Ontario Crime Stoppers Numbers (800 #'s only work in own area code)

Brantford/Brant.....	(519) 752-7867	Pembroke	1-800-267-8477
Chatham/Kent	(519) 351-8477	Parry Sound/Nippissing.....	1-800-461-7373.....(705) 476-8477
Cochrane	1-800-461-7867.....(705) 268-8477	Perth County	1-800-265-8585.....(519) 393-5160
Dufferin	1-800-461-8477.....(705) 726-2245	Peterborough & District	1-800-461-6555.....(705) 745-9000
Durham Region	(905) 436-8477	Port Hope	(905) 885-6126
Elliot Lake.....	(705) 848-8477	Quinte/Belleville	1-800-267-4357.....(613) 969-8477
Grey Bruce/Owen Sound	1-800-265-3787	St. Thomas.....	(519) 631-8477Cell (519) 641-9245
Haldiman-Norfolk.....	1-800-263-6966,Cell (519) 428-8600	Sarnia	1-800-265-7500.....(519) 332-8477
Halton.....	1-800-668-5151.....(905) 825-8477	Sault Ste. Marie/Algoma	1-800-461-8326.....(705) 942-7867
Hamilton-Wentworth.....	(905) 522-8477	Seaway Valley	1-800-265-8477
Huron County	1-800-265-1777	Simcoe.....	1-800-461-8477.....(705) 726-2245
Ingersoll	(519) 425-8477	Smiths Falls	(613) 284-2274
Kingston & District	1-800-267-7878.....(613) 634-8477	Sudbury/Rainbow Country ..	1-800-461-4899.....(705) 675-8477
Kirkland Lake & District	1-800-461-7373.....(705) 567-5400	Thunder Bay.....	1-800-465-6844.....(807) 623-8477
Lindsay & Area	1-800-563-8477	Tillsonburg	1-800-263-6966
London.....	1-800-265-4444.....(519) 661-8477	Toronto & Region	1-800-387-8477.....(416) 222-8477
Muskoka.....	1-800-461-8477.....(705) 726-2245	Tri-Town Regional	1-800-461-7373
Niagara.....	1-800-263-8477 (905) 688-4111 x 4351	Wallaceburg & Area	(519) 627-8477
North Bay.....	1-800-461-7373.....(705) 476-8477	Waterloo Regional.....	1-800-265-2222
Northumberland.....	(905) 885-6126	Wellington County.....	1-800-265-1622
Northwest Ontario	1-800-465-8477	Windsor & Essex.....	(519) 258-8477
Ottawa	1-800-267-8477	Woodstock	(519) 421-8477

or call for all Ontario areas:
1-800-222-TIPS or 1-800-222-8477