

# Ontario Automobile Policy

(OAP 1)

**Owner's Policy**

*Approved by the  
Superintendent of Financial Services  
for use as the standard Owner's Policy  
on or after June 01, 2016.*

**This Booklet includes  
several approved  
Ontario Policy  
Change Forms**

### 1.7.3 How We Can Cancel for Non-payment of Premium

In case of non-payment of premium, we may give you a notice in writing. We must give you ten days notice if we deliver the notice in person, or 30 days notice by sending the notice by registered mail to your last known address. The 30-day period starts on the second day after we mail the registered letter. The notice will inform you that you have until noon of the business day before the last day of the notice period to pay the arrears, plus an administration fee, failing which the policy will automatically be cancelled effective at 12:01 a.m. on the last day of the notice period. If you pay the arrears and the administration fee in time, then your policy will not be cancelled.

But if we have already given you two notices of non-payment of premium during the term of your policy and a non-payment occurs again, we don't have to give you another notice under this section; instead we may cancel your policy as described in section 1.7.4.

### 1.7.4 How We Can Cancel for Repeated Non-payment or Other Reasons

If we cancel your insurance for non-payment of premium because we have already given you two notices during the term of your policy as described in section 1.7.3, or if we cancel for any other reason, we will notify you in writing. We must give you five days notice if we deliver the notice of cancellation in person, or 15 days notice by sending the notice of cancellation by registered mail to your last known address. The 15-day period starts on the second day after we mail the registered letter. If the notice was given because we have already given you two notices of non-payment during the term of your policy as described in section 1.7.3, we are under no obligation to accept a late payment or to keep the policy in force after the effective date of cancellation.

## 1.8 Who and What We Won't Cover

### 1.8.1 General Exclusion

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

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

### 1.8.2 Excluded Drivers and Driving Without Permission

Except for certain **Accident Benefits** coverage, there is no coverage (including coverage for occupants) under this policy if the automobile is used or operated by a person in possession of the automobile without the owner's consent or is driven by a person named as an excluded driver of the automobile policy or a person who, at the time he or she willingly becomes an occupant of an automobile, knows or ought reasonably to know that the automobile is being used or operated by a person in possession of the automobile without the owner's consent.

Except for certain **Accident Benefits** coverage, there is no coverage under this policy for a person who, at the time he or she willingly becomes an occupant of an automobile, knows or ought reasonably to know that the automobile is being used or operated by a person in possession of the automobile without the owner's consent.