

**N.S.E.F. No. 5  
 PERMISSION TO RENT OR LEASE ENDORSEMENT  
 (SPECIFIED LESSEE)**

INSURER:	Attached to and forming part of Policy No.:
INSURED:	This endorsement shall be effective from: <div style="float: right; margin-top: 5px;"> <input type="checkbox"/> AM _____  <input type="checkbox"/> PM _____            Local Time         </div> <div style="text-align: center; margin-top: 5px;">           _____  <span style="display: inline-block; width: 100px; text-align: center; font-size: small;">YYYY</span> <span style="display: inline-block; width: 100px; text-align: center; font-size: small;">MM</span> <span style="display: inline-block; width: 100px; text-align: center; font-size: small;">DD</span> </div>

This endorsement shall be effective only with respect to an automobile leased to the Specified Lessee by the Lessor.

When an Application for Automobile Insurance (Owner's Form) has been completed by the Lessee as applicant, permission is given to the Lessor for the automobile to be rented or leased to the Lessee. For the purpose of Section 148A of the *Insurance Act* (Nova Scotia), the Policy shall be deemed to have been issued only to the Lessee of the automobile, and not the Lessor.

The Insurer agrees to indemnify, in the same manner and to the same extent as if named as the Insured, the Lessee and every other person who with the Lessee's consent personally drives the automobile. The amount of insurance provided by the Policy including this endorsement shall not exceed the limit and amounts specified in Item 4 of the Certificate of Automobile Insurance.

It is agreed that:

- (1) exclusion 2.(3) of Section A of the Policy to which this endorsement is attached is amended to read as follows:
  - 2.(3) for loss of or damage to property carried in or upon the automobile or to any property owned or rented by, or in the care, custody or control of the Lessee or any other person who personally drives the automobile; or
- (2) with respect to Section E – GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS Item subsection 5.1(b) "Automobile Defined" of this Policy, the words "ownership of which is acquired by the Insured" shall mean leased by the Lessee from the Lessor;
- (3) with respect to Section E – GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS subsection 5. "Automobile Defined" of this Policy, the word "Insured" shall mean the Lessee as specified;
- (4) with respect to Section A.1 – Direct Compensation – Property Damage, the word "Insured" shall mean the Lessee specified herein;
- (5) with respect to Section B – Mandatory Accident Benefits of (3) Subsection 3 – Special Provisions, Definitions and Exclusions item 1. (b), "Insured Persons" defined in this Policy, the words "Insured Person" shall mean the Lessee as specified; and
- (6) Item 13 of the Application for Automobile Insurance (Owner's Form) is varied to provide that:
  - where (a) a Lessee for a contract, (i) gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or (ii) knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Lessee willfully makes a false statement in respect of a claim under the contract, a claim by the Lessee is invalid and the right of the Lessee to recover indemnity is forfeited.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the Policy shall have full force and effect.