

Court File No.: CV-10-413421-00B1

Oct 1, 2013

5

April 4, 2014

V. Stefanos - Brokerage, 11<sup>th</sup> Floor, 100  
S. Bloor St. W. - Brokerage, R.P.  
V. V. Thoreau - Wawanesa, Third Party

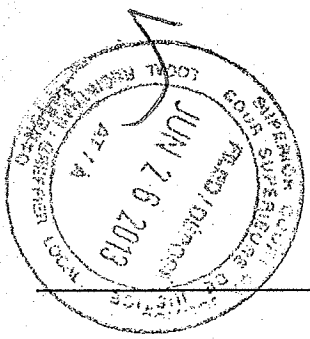
The memo attached summarizes the  
events. There is no response to the  
letter. It is noted that the W.P. on the  
basis of 7714. CC in the action  
is payable with 15 days.

*[Handwritten Signature]*

ONTARIO  
Superior Court of Justice  
Proceeding Commenced at  
TORONTO

MOTION RECORD

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Leville / Breyer et al v. Alawasea v. Breyer  
Court file No. CV-10-41341-0031 1)

The art, Breyer Insurance Inc  
was added by the defendants, Partha +  
Patty Breyer as a fourth party  
in the above captioned action October 26,  
2012.

Patty Breyer was involved in a MSA  
of 1/1/03, 2003. Breyer was the  
Baker for the Breyers in obtaining  
insurance coverage for their MSA through  
Alawasea, the third party in the  
action.

Breyer moves under R. 20.04(2)  
claiming that there is no common cause for  
trial as against it, and the fourth party  
claim against should be dismissed.

On Sept 13, 2005 the Breyers signed  
Excluded from DCF O&A form that  
excluded Patty Breyer as a driver from  
driving their insured MSA, a Honda +  
Mercedes. The insurance was Alawasea  
under policy # 7657684. Subsequently,  
the Breyers both signed a  
replacement DCF O&A Excluded from  
form provided by Alawasea, under  
policy 7657684 that referred to  
"all vehicles insured under this  
Alawasea Certificate." September 30, 2005  
Some time between September 2005  
and October 2008 the Chevrolet MSA

was "surrendered" by Patricia Bungee  
during a 1995 hexes, and  
had it reversed in 2008.

By excluding both Bungee as a  
owner, the Bungees enjoyed  
reduced premium rates.

In addition to joining the Excluded  
Owner form 5 0205 08 the Bungees  
received 8 term policy underwritten in  
3 years that listed both Bungee as an  
Excluded Owner and set the  
terms of the 0205 08 form.

The Bungees claim that they did not  
understand that by April 22/05 from FDE  
that referred to "All vehicles insured  
and then narrow sea and finite  
are included the hexes. Because  
April 22/05 explained the long term  
effect of the reference to "All" vehicles.

No mention of "all vehicles",  
by way of a print of John Logg's.  
The Berkeley Office also dealt with  
the Bungees in 2005 and later in  
2008, where the Bungees included the  
hexes under policy #7657034, and  
the MIA reference 9, 2008 was that  
the Bungees from the FDE applied.

In 2005 Patricia Bungee wanted  
he also excluded in order to obtain a

reduced premium rate. Finally, in her  
affidavit of June 26, 2013, she states in  
para 6, in reference to Jot 2005  
discussions with the Brokeress:

"I personally explain the terms of +  
contents of the Excluded Driver  
endorsement to the Brokeress dependent.  
I also specifically advised that if  
they executed said endorsement,  
Lily Bomegee could not operate  
any vehicle, normal under the policy  
at any time."

In October 2009, when the hexos were  
added, Latha Bomegee, with her  
principal driver and the EDE to  
remain in place.

In my view the decision of Blackman, V. <sup>12</sup>  
Hunter Economic Insurance Group,  
(2009) 75 O.L. (30) 24 is applicable in  
this instance. There the plaintiffs  
and both agreed to a DCF as EDE that  
precluded the son from operating all cars  
on the policy. The Statute prohibited  
from under the insurance Act includes  
the words in bold letters, as here:

"Latha Bomegee By signing this form  
you will not have indemnity for  
some occasions." The form contains acknowledgments for  
there were three other policy owners  
and subsequently. Are All Terrain Vehicle (ATV)

w. added. The son, the excluded driver  
of the 4th and was involved in our  
of road accident.

The position of the Plaintiff taken in that  
case, writes same as in this case:

He knew his son was an excluded  
driver when the policy was obtained  
Three years later but did not  
understand that following the three  
policy renewals the exclusion was still  
in effect. He argued that the insurer  
had an obligation to remind him of the  
continuing driver exclusion.

Blackburn J held that due to  
genuine ignorance of fact. There is  
no obligation on an insurer to remind  
an insured to execute a new Form 28A  
on each renewal. The form is written  
in plain language & contains an  
acknowledgment of the insurer that there is  
a full understanding of the impact of the  
exclusion. The insurer intended to  
exclude the son & enjoy reduced  
premiums.

The same circumstances apply in this  
case. The forms were executed by  
help of Centre Insurance, each renewal  
under policy #7657634 identified  
help Insurance as an excluded driver.  
Each form contained reference to the

terms and acknowledgments of the  
 excluded time and amount insured  
 there is no evidence the Business  
 did not understand any of the FDE terms  
 There is no genuine issue of fact  
 The Summary Judgment motion is  
 granted.

