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NEW BRUNSWICK
CERTIFICATE OF AUTOMOBILE INSURANCE

Definity Insurance Company
(Hereinafter called the Insurer)

HEAD OFFICE: WATERLOO, ONTARIO

Agent/Broker Aon Reed Stenhouse	**Code(s)** 8418	**Policy No.** 6962405

ITEMS

1. Insured's Full Name and Postal Address (including county or district)

Full name

NAMED INSUREDS AS PER E.P.E.F COVERAGE FOR ON-DEMAND SERVICES ENDORSEMENT

THIS CERTIFICATE IS EVIDENCE OF A CONTRACT OF INSURANCE BETWEEN THE INSURED AND THE INSURER SUBJECT IN ALL RESPECTS TO THE NEW BRUNSWICK.

☒ **STANDARD OWNER'S POLICY S.P.F. NO. 1 (SF)**

UPON REQUEST, THE INSURER WILL PROVIDE TO THE INSURED A COPY OF THE SAID POLICY FORM.

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM AND OF THE STATEMENTS CONTAINED IN THE APPLICATION FOR INSURANCE. THE CONTRACT PROVIDES INSURANCE AS MENTIONED IN ITEM 4 OF THIS CERTIFICATE FOR WHICH A PREMIUM IS SPECIFIED, AND NO OTHER.

2. Policy Period

From:	Date (Y/M/D)	To:	Date (Y/M/D)
☒ **A.M.** ☐ **P.M.** Time: 12:01	2026 09 01	**12:01 A.M.**	2027 09 01

All times are local times at the Insured's Postal Address stated herein.

3. Particulars of the Described Automobile

Veh. No.	**Model Year**	**Trade Name**	**V.I.N. (Serial Number)**	**Model or C.C**	**Body Type**
AS PER E.P.E.F BLANKET BASIS FLEET ENDORSEMENT FOR ON-DEMAND SERVICES					

Veh. No.	**No. of Cyls.**	**Truck Gross Vehicle Weight**	**Purchased by Insured**			**Purchase Price to Insured including equipment**	**List Price New**	Name and address of Lienholder
			Year	**Month**	**New or used**			
AS PER E.P.E.F BLANKET BASIS FLEET ENDORSEMENT FOR ON-DEMAND SERVICES								LIENHOLDERS SCHEDULE (FOR ON-DEMAND SERVICES-NOVA SCOTIA) ATTACHED

4.

Insuring Agreements	**Section A** Third party Liability	**Section A. 1** Direct Compensation – Property Damage	**Section B** Accident Benefits	**Section C** Loss of or Damage to Insured Automobile(s)	**Section D** Uninsured Automobile Coverage	**Endorsements**
Perils	Legal liability for bodily injury to or death of any person or damage to property (exclusive of costs and post judgement interest) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.	This policy contains a partial payment of recovery clause for property damage if a deductible is specified for Direct Compensation – Property Damages **Deductible**	Payments for death or bodily injury	**THIS POLICY CONTAINS A PARTIAL PAYMENT OR LOSS CLAUSE** All Perils Division 1 / Collision or Upset Division 2 / Comprehensive (excluding collision or upset) Division 3 / Specified Perils (excluding collision or upset Division 4 It is a condition precedent to coverage under this policy for collision and comprehensive coverages that the On-Demand Services Vehicle Owner, as defined in the E.P.E.F Coverage for On-Demand Services Endorsement has collision and comprehensive coverages on the underlying personal owner's policy for the Described Automobile as defined in the E.P.E.F Coverage for On- Demand Services Endorsement used by the On-Demand Services Driver Amount deductible on each separate claim except for loss or damage by fire or lightning or theft of the entire automobile.	**Uninsured and Unidentified Automobile Coverage**	Veh. No. / NBEF No. As per E.P.E.F. Monthly Reporting Basis Fleet Endorsement For On-Demand Services
Policy Limits	$1,000,000 Pre-Acceptance Period $2,000,000 Post-Acceptance Period		As stated in Section B of the policy	$2500 / $2500	As stated in Section D of the policy	
Premium in Dollars	AS PER E.P.E.F BLANKET BASIS FLEET ENDORSEMENT FOR ON-DEMAND SERVICES					

In Witness Whereof, the Insurer has executed and attested these presents but this certificate shall not be valid unless countersigned by a duly authorized representative of the Insurer.

Minimum Retained Premium	**Total Policy Premium**
$N/A	$N/A

President and Chief Executive Officer
Authorized Representative

PLEASE READ REVERSE SIDE

The following is a brief explanation of the insurance outlined in Item 4 – Insuring Agreements, of this certificate. The contract is contained only in the Policy.

POLICY SECTION A – THIRD PARTY LIABILITY

Provides coverage for legal responsibility to others, arising from an automobile accident causing death or injury to persons or damage to their property.

POLICY SECTION A.1 – DIRECT COMPENSATION – PROPERTY DAMAGE

This section provides coverage for damage to your own automobile and its contents and for loss of use arising from damage caused by another automobile. There may be a deductible.

POLICY SECTION B – ACCIDENT BENEFITS

PAYMENTS FOR DEATH OR BODILY INJURY: Provides coverage to the person insured, his immediate family and certain other persons injured or killed in an automobile accident. Payments are made regardless of who is to blame for the accident.

POLICY SECTION C – LOSS OF OR DAMAGE TO INSURED AUTOMOBILE

This section of the policy provides a selection of coverages for the policyholder's own automobile. There is usually a deductible amount indicated for each coverage and this amount is either paid by the policyholder toward the cost of repairs or is deducted from the loss settlement.

ALL PERILS Subsection 1: Combines the Collision and Comprehensive coverages.

COLLISION OR UPSET Subsection 2: Covers damage caused by Collision with another car, another object or by upset.

COMPREHENSIVE: Subsection 3: Covers the automobile against loss or damage caused other than by Collision or Upset. The coverage is not confined to specific hazards and is therefore broader in scope than the alternative coverage – Specified Perils (Subsection 4).

SPECIFIED PERILS Subsection 4: Covers the automobile against loss or damage caused by certain specific perils. They are fire, theft, lightning, windstorm, hail, earthquake, explosion, riot, falling aircraft, rising water, or an accident to a vehicle or boat on which the automobile is being transported.

POLICY SECTION D – UNINSURED AUTOMOBILE

Enables the policyholder to obtain benefits from his own Insurer for injuries caused by an uninsured or unidentified motorist. The coverage applies when a Canadian policyholder is travelling in Canadian jurisdictions and States of the U.S.A. where no funds exists.

WARNING: THE INSURANCE ACT PROVIDES THAT –

Where, (a) an applicant 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 Insured wilfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.

N.B.E.F. No. 23A – MORTGAGE ENDORSEMENT

It is understood and agreed that loss, if any, under Section A. 1 or C of the Insuring Agreements of the policy to which this endorsement is attached shall in the event that the automobile is not repaired or the lost or damaged parts thereof are not replaced, be payable, jointly as their interests may appear, to the Insured and to the Lienholder or Mortgagee or Assignee (herein referred to as "Lienholder") stated on the reverse side hereof.

If the insurance provided by Section A. 1 or by any sub-section of C of the Insuring Agreements of the policy is cancelled, the Insurer hereby agrees to give fifteen days written notice of such cancellation to the Lienholder. Notwithstanding anything contained in any renewal certificate issued subsequent to the date hereof, the obligation to notify the Lienholder shall not be effective after the expiry date specified in item 2 of the policy.

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

CANCELLATION REQUEST

(To be filled out and signed by the Insured in the event of cancellation)

In consideration of the return of unearned premium, to follow if any, the within policy is hereby cancelled and surrendered and the interim and renewal certificates, if any, for same acknowledged to be of no effect.

Time	☐ am ☐ pm	Effective Date of Cancellation	Signature of Insured:	Signature of Lienholder or Mortgagee:

If payable to other than Insured, Lienholder or Mortgagee must waive claim.

E.P.E.F - COVERAGE FOR ON-DEMAND SERVICES ENDORSEMENT

Issued to	Effective Date of Change			Policy Number
Named Insureds as defined below	Year 2026	Month 09	Day 01	6962405

See your Certificate of Automobile Insurance for which automobiles this change applies to:

COVERAGES LIMITS FOR LOSSES ARISING WHILE IN THE PRE-ACCEPTANCE PERIOD	COVERAGE LIMITS FOR LOSSES ARISING WHILE IN THE POST-ACCEPTANCE PERIOD
Liability (Coverage Limits $1,000,000).	Liability (Coverage Limits $2,000,000).
Collision and Comprehensive Coverage (Subject to section 3 of this endorsement and the deductible as per the E.P.E.F. Monthly Reporting Basis Fleet Endorsement for On-Demand Services.) Family Protection Coverage (S.E.F. 44) with Coverage Limits of $1,000,000.	Collision and Comprehensive Coverage (Subject to section 3 of this endorsement and the deductible as per the E.P.E.F. Monthly Reporting Basis Fleet Endorsement for On-Demand Services.) Family Protection Coverage (S.E.F. 44) with Coverage Limits of $2,000,000.

It is hereby declared and agreed that:

(i) The Name of the Insured appearing in the Certificate of Automobile Insurance shall read Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Technologies, Inc., Uber Rasier Canada Inc., any On-Demand Services Driver, and any On-Demand Vehicle Owner.

1. **Purpose of This Change-**this change is part of your policy. Permission is hereby given for the Described Automobile to be used to provide Transportation Services only in relation to the Pre-Acceptance Period and the Post-Acceptance Period.

2. **What We Will Cover-**we will provide primary coverage for the Described Automobile as outlined in the Certificate of Automobile Insurance, only while the Described Automobile is used in the Pre-Acceptance Period and the Post-Acceptance Period, subject to section 3 Limitation On Coverage and section 4 What We Will Not Cover.

   For greater clarity, for the purpose of determining the order in which to pay Accident Benefits as set out under s. 260 of the *Insurance Act* in respect of claims made for Accident Benefits by an On-Demand Services Driver, this policy shall respond prior to any other policy of which the On-Demand Services Driver is an insured or named insured, subject to section 4 What We Will Not Cover.

   For greater clarity, for the purpose of determining the order in which third party liability provisions of any policies respond under s. 233 of the *Insurance Act* in respect of a claim made for loss or damage for bodily injury or death arising directly or indirectly from the use or operation of the Described Automobile that is leased while in the Pre-Acceptance Period or the Post-Acceptance Period, this policy shall respond prior to any other policy under which the Lessor is entitled to indemnity as an insured named in a contract subject to section 4 What We Will Not Cover.

3. **Limitation on Coverage-**it is a condition precedent to coverage under this endorsement for collision and comprehensive that the On-Demand Services Vehicle Owner has collision and comprehensive coverages on the underlying personal owner's policy for the Described Automobile used by the On-Demand Services Driver.

4. **What We Will Not Cover-**we will not cover the Described Automobile while used for any other purpose other than in the Transportation Services in the Pre-Acceptance Period or in the Post-Acceptance Period

Definitions.

The Pre-Acceptance Period:

(i) from the moment the **On-Demand Services Driver** has both logged onto the **Digital Network** licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies Inc. and is available to receive requests for Transportation Services for compensation from prospective **Transportation Services Requestor(s)**; and before

(ii) the **On-Demand Services Driver** has accepted a request through such **Digital Network** to provide Transportation Services or has logged out of the **Digital Network.**

The Post-Acceptance Period:

(i) from the moment the **On-Demand Services Driver** has accepted a **Transportation Services** request through the **Digital Network** licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies, Inc., and while the **Described Automobile** is en route to pick up the goods, returning the goods to a location designated by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Rasier Canada Inc., Uber Canada Inc., and/or Uber Technologies Inc., or while the **Described Automobile** is carrying the goods to the final requested destination; and

(ii) ending when the last goods are delivered, the **Transportation Services** are completed, or a **Transportation Services** request is cancelled, whichever is later.

"**Described Automobile(s**)" means the automobile(s) operated by On-Demand Services Drivers subject to Section (a) of the E.P.E.F Monthly Reporting Basis Fleet Endorsement for On-Demand Services.

"Digital Network" is defined as any online-enabled application, software, website or system offered or utilized by the Transportation Network Company that enables On-Demand Services with drivers.

"**Lessor**" means in respect of a Described Automobile, a person who is leasing or renting the Described Automobile to another person for any period of time and "leased" has a corresponding meaning.

"On-Demand Services" are defined as services through which Transportation Services Requestors obtain and pay for on-demand Transportation Services provided by an On-Demand Services Driver through a Digital Network controlled by a Transportation Network Company. This definition does not include any usage of the Described Automobile when the application is turned off, or for taxicab services or commercially licensed limousine or livery services.

"**On-Demand Services Driver**" shall only mean an individual that is operating Described Automobile in connection with the use of the Digital Network licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies Inc., (i) while the driver has logged into such Digital Network and is available to receive requests for Transportation Services; or (ii) while the Described Automobile is en route to pick up goods following the acceptance through the Digital Network licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies, Inc. of such a request; or (iii) while the Described Automobile is carrying goods including the dropping off of goods.

"**On-Demand Services Vehicle Owner**" means the owner of a Described Automobile operated by an On-Demand Services Driver or, if the Described Automobile is leased, the lessee of the automobile operated by the On-Demand Services Driver.

"Transportation Network Company" is defined as a business entity that uses a Digital Network to connect Transportation Services Requestors to On-Demand Services provided by On-Demand Services Driver(s).

"Transportation Services" means the transportation of goods for compensation by an On-Demand Services Driver that has been pre-arranged through the Digital Network licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies, Inc. The types of goods being transported must be listed on the E.P.E.F Monthly Reporting Basis Fleet Endorsement for On-Demand Services

“Transportation Services Requestor” is defined as an individual who requests Transportation Services through the Digital Network licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies, Inc. from an On-Demand Services Driver.

E.P.E.F Monthly Reporting Basis Fleet Endorsement for On-Demand Services

INSURER:	DEFINITY INSURANCE COMPANY	Attached to and forming part of Policy No.: 6962405	
INSURED:	Named Insureds as per E.P.E.F Coverage for On-Demand Services Endorsement	This endorsement shall be effective from: 2026 0 9 01 YYYY MM DD	12:01 AM PM Local Time

It is agreed that:

(a) The Policy shall provide insurance with respect to all Described Automobiles (as defined in the E.P.E.F Coverage for On-Demand Services Endorsement), licensed or required to be licensed in the Province of New Brunswick, which are:

(i) owned by and licensed in the name of the Insured,

(ii) leased from the following lessor(s) for a period in excess of 30 days on which the Insured as lessee is required to provide insurance under a written lease agreement.

Lessors' Name and Address
As per Lessors' Schedule (On-Demand Services-New Brunswick) attached.

(iii) leased for a period in excess of 30 days under a written lease agreement from a lessor other than those listed above provided the name and address of such lessor is reported to the Insurer within 14 days following the date of delivery of the first such leased automobile to the Insured.

(iv) Rented for a period of not more than 30 days.

(b) (i) The Policy shall provide insurance for Third Party Liability, Direct Compensation-Property Damage, Mandatory Accident Benefits, Uninsured and Unidentified Automobile Coverage, and for Loss of or Damage to Insured Automobile but only when a deductible is specified opposite the type or description of automobiles listed on this endorsement.

Scope of Insurance Coverage

Section A **Third Party Liability**	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY (EXCLUSIVE OF COSTS AND POST JUDGEMENT INTEREST) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT.	Limits as shown on the Certificate of Insurance
Section B **Mandatory Accident Benefits**	Mandatory Medical and Rehabilitation Benefits, and Accident Benefits in Motor Vehicle Liability Policies	As stated in Section B of the Policy
Section D Uninsured and Unidentified Automobile Coverage		As stated in Section D of the Policy

Scope of Insurance Coverage (continued)

Type of Use or Description of Automobiles	Section A.1 Direct Compensation - Property Damage	Section C Loss of or Damage to Insured Automobile			
	This Policy contains a partial payment of recovery clause for property damage if a deductible is specified for Direct Compensation - Property Damage	THIS POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE			
		1. All Perils	2. Collision or Upset	3. Comprehensive (excluding Collision or upset)	4. Specified Perils (excluding collision or upset)
	DEDUCTIBLE	Amount deductible on each separate claim except for loss or damage by fire or lightning or theft of the entire automobile			
	$	$	$	$	$
Transportation of delivery orders – Described Automobiles as defined in the E.P.E.F On-Demand Services Endorsement			**$2500** This is subject to the condition in section (h)	**$2500** This is subject to the condition in section (h)	
ANY TYPE OF USE OR DESCRIPTION OF AUTOMOBILE NOT LISTED	NOT COVERED				
ENDORSEMENTS AS ATTACHED TO THE POLICY: N.S.E.F 44 - $2,000,000 limit Post-Acceptance Period, $1,000,000 limit Pre-Acceptance Period, E.P.E.F-Coverage for On-Demand Services Endorsement					

(c) The Schedule of automobiles filed with the Insurer includes all automobiles, as set out in (a) above, at the effective date of the Policy.
NO COVERAGE IS PROVIDED BY THIS ENDORSEMENT ON ANY AUTOMOBILE OWNED OR LEASED BY THE INSURED PRIOR TO THE EFFECTIVE DATE OF THE POLICY WHICH IS NOT INCLUDED ON THE SCHEDULE OF AUTOMOBILES FILED WITH THE INSURER UNITL A REQUEST FOR COVERAGE HAS BEEN FILED WITH THE INSURER.

(d) The total premium stated in Item 4 of the Policy is an advance premium only and is due and payable at the effective date of the Policy.

(e) The premium for this policy is based on the following rates per_____and the estimated total of
☐ Receipts ☒ Mileage ☐ Other for the policy period is _____.
(State Applicable Basis of Rating)

INSURING AGREEMENTS		PERILS	RATE
SECTION A THIRD PARTY LIABILITY		LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY	$ inc
SECTION A.1 DIRECT COMPENSATION – PROPERTY DAMAGE			$ inc
SECTION B MANDATORY ACCIDENT BENEFITS	SUB. SEC. 1.	MEDICAL, REHABILITATION AND FUNERAL EXPENSES	$ inc
	2.	DEATH BENEFITS AND LOSS OF INCOME PAYMENT	$ inc
SECTION C LOSS OF OR DAMAGE TO INSURED AUTOMOBILE	SUB. SEC. 1.	ALL PERILS	$
	2.	COLLISION OR UPSET	$ inc
	3.	COMPREHENSIVE (EXCLUDING COLLISION OR UPSET)	$ inc
	4.	SPECIFIED PERILS (EXCLUDING COLLISION OR UPSET)	$
SECTION D UNINSURED AND UNIDENTIFIED AUTOMOBILE COVERAGE			
		TOTAL RATE	$ inc

(f) On or before the fifteenth day of each month during the policy period the Insured shall deliver to the Insurer a statement of the actual amount of ☐ Receipts ☒ Mileage ☐ Other for the preceding month. Upon receipt of this statement (from the Insured) the earned
(State Applicable Basis of Rating)

premium shall be computed monthly by applying the rates specified in paragraph (e) and is due and payable as agreed between the Insurer and Insured.

(g) The Insurer shall have the right and opportunity whenever the Insurer so chooses, to examine the books and records of the Insured as they relate to the premium basis or subject matter of the Policy.

(h) It is a condition precedent to coverage under this policy for collision and comprehensive coverages that the On-Demand Service Vehicle Owner, as defined in the E.P.E.F Coverage for On-Demand Services Endorsement has collision and comprehensive coverages on the underlying personal owner's policy for the Described Automobile as defined in the E.P.E.F Coverage for On-Demand Services Endorsement used by the On-Demand Services Driver.

This endorsement is attached to and forms part of the Policy and shall be effective from the local time and date of the Policy or renewal, or if added to the Policy during the Policy period, from the local time and effective date of the endorsement specifying the addition of this coverage.

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

Lessors Schedule (For On-Demand Services-New Brunswick)

Attached to the Certificate of Automobile

Insurance (New Brunswick) and forming part of Policy No.: 6962405

Named Insured: Named Insureds as per E.P.E.F Coverage for On-Demand Services Endorsement

Effective Date: September 01, 2026

Broker Name: Aon Reed Stenhouse

No.: 8418

It is hereby declared and agreed that the name of the Lessor in the Certificate of Automobile Insurance shall include all Lessors leasing a Described Automobile to an On-Demand Services Vehicle Owner that are named on the underlying personal owner's policy for the Described Automobile used by the On-Demand Services Driver.

"Lessor" means in respect of a Described Automobile, a person who is leasing or renting a Described Automobile to another person for any period of time and "leased" has the corresponding meaning.

"On-Demand Services Driver" shall only mean an individual that is operating a Described Automobile in connection with the use of the Digital Network licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies, Inc., or one of its affiliates (i) while the driver has logged into such Digital Network and is available to receive requests for Transportation Services; or (ii) while the Described Automobile is en route to pick up goods following the acceptance through the Digital Network licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies, Inc., or one of its affiliates of such a request; or (iii) while the Described Automobile is carrying goods including the dropping off of goods.

"On-Demand Services Vehicle Owner" means the owner of a Described Automobile operated by an On-Demand Services Driver or, if the Described Automobile is leased, the lessee of the Described Automobile operated by the On-Demand Services Driver.

"Described Automobile(s)" means the automobile(s) operated by On-Demand Services Drivers subject to Section (a) of the E.P.E.F Monthly Reporting Basis Fleet Endorsement for On-Demand Services

"Digital Network" is defined as any online-enabled application, software, website or system offered or utilized by the Transportation Network Company that enables On-Demand Services with drivers.

"On-Demand Services" are defined as services through which Transportation Services Requestors obtain and pay for on-demand Transportation Services provided by an On-Demand Services Driver through a Digital Network controlled by a Transportation Network Company. This definition does not include any usage of the Described Automobile when the application is turned off, or for taxicab services or commercially licensed limousine or livery services.

"Transportation Network Company" is defined as a business entity that uses a Digital Network to connect Transportation Services Requestors to On-Demand Services provided by On-Demand Services Driver(s).

"Transportation Services" means the transportation of goods for compensation by an On-Demand Services Driver that has been pre-arranged through the Digital Network licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies Inc., or one of its affiliates. The types of goods being transported must be listed on the E.P.E.F Monthly Reporting Basis Fleet Endorsement for On-Demand Services

"Transportation Services Requestor" is defined as an individual who requests Transportation Services through the Digital Network licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies, Inc., or one of its affiliates from an On-Demand Services Driver.

Lienholders (to whom loss may be jointly payable) **Schedule (For On-Demand Services-New Brunswick)**

Attached to the Certificate of Automobile
Insurance (New Brunswick) and forming part of Policy No.: 6962405

Named Insured: Named Insureds as per E.P.E.F Coverage for On-Demand Services Endorsement Effective Date: September 01, 2026

Broker Name: Aon Reed Stenhouse No.: 8418

It is hereby declared and agreed that the name of the Lienholder in the Certificate of Automobile Insurance shall include all Lienholders who have a registered lien on the Described Automobile owned or leased by an On-Demand Services Vehicle Owner.

"Lienholders" mean in respect of a Described Automobile, any persons who have a registered lien on a Described Automobile owned or leased by an On-Demand Services Driver or On-Demand Services Vehicle Owner.

"On-Demand Services Driver" shall only mean an individual that is operating a Described Automobile in connection with the use of the Digital Network licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies, Inc., or one of its affiliates (i) while the driver has logged into such Digital Network and is available to receive requests for Transportation Services ; or (ii) while the Described Automobile is en route to pick up goods following the acceptance through the Digital Network licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies, Inc., or one of its affiliates of such a request; or (iii) while the Described Automobile is carrying goods including the dropping off of goods.

"On-Demand Services Vehicle Owner" means the owner of a Described Automobile operated by an On-Demand Services Driver or, if the Described Automobile is leased, the lessee of the Described Automobile operated by the On-Demand Services Driver.

"Described Automobile(s)" means the automobile(s) operated by On-Demand Services Drivers subject to Section (a) of the E.P.E.F Monthly Reporting Basis Fleet Endorsement for On-Demand Services

"Digital Network" is defined as any online-enabled application, software, website or system offered or utilized by the Transportation Network Company that enables On-Demand Services with drivers.

"On-Demand Services" are defined as services through which Transportation Services Requestors obtain and pay for on-demand Transportation Services provided by an On-Demand Services Driver through a Digital Network controlled by a Transportation Network Company. This definition does not include any usage of the Described Automobile for personal use when the application is turned off, or for taxicab services or commercially licensed limousine or livery services.

"Transportation Network Company" is defined as a business entity that uses a Digital Network to connect Transportation Services Requestors to On-Demand Services provided by On-Demand Services Driver(s).

"Transportation Services" means the transportation of goods for compensation by an On-Demand Services Driver that has been pre-arranged through the Digital Network licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies Inc., or one of its affiliates. The types of goods being transported must be listed on the E.P.E.F Monthly Reporting Basis Fleet Endorsement for On-Demand Services

"Transportation Services Requestor" is defined as an individual who requests Transportation Services through the Digital Network licensed by Uber Holdings Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Canada Inc., Uber Rasier Canada Inc., and/or Uber Technologies, Inc., or one of its affiliates from an On-Demand Services Driver

N.B.E.F 44
FAMILY PROTECTION ENDORSEMENT

Insurer: Definity Insurance Company	Policy No.: 6962405
Issued to: Named Insureds as per E.P.E.F Coverage for On-Demand Services Endorsement	Effective Date: 2026-09-01 12:01 a.m. standard time
Broker: Aon Reed Stenhouse	Broker No.: 8418

1. DEFINITIONS: where used in this endorsement

(a) The term "automobile" shall mean a vehicle with respect to which motor vehicle liability insurance would be required if it were subject to the law of the province governing the policy

(b) The term "dependent relative" means

(i) a person,

(1) under the age of 18 years who resides with the named insured and is principally dependent upon the named insured or the spouse of the named insured for financial support.

(2) 18 years of age or over who, because of mental or physical infirmity, is principally dependent upon the named insured or the spouse of the named insured for financial support, or

(3) 18 years of age or over who, because of full-time attendance at a school, college or university, is principally dependent upon the named insured or the spouse of the named insured for financial support; or

(ii) a parent or relative,

(1) of the named insured, or

(2) of the spouse of the named insured,

residing in the same dwelling premises and principally dependent upon the named insured or the spouse of the named insured for financial support.

(c) The term "eligible claimant" means:

(i) the insured person sustaining bodily injury;

(ii) any other person who, in the jurisdiction in which the accident occurred, is entitled to maintain an action against the inadequately insured motorist for damages because of the death of an insured person or because of bodily injury to an insured person.

(d) The words "Family Protection Coverage" means the insurance as provided by this form of endorsement and any other coverage provided by virtue of a contract of insurance providing indemnity similar in nature to the indemnity provided by this endorsement, whether described as underinsured motorist coverage or not.

(e) The term "inadequately insured motorist" means:

(i) the identified owner or identified driver of an automobile with respect to which the total motor vehicle liability insurance or provided bonds, cash deposits or other financial guarantees as required by law in lieu of insurance, of the owner and driver is less than the Limit of Family Protection Coverage.

(ii) the identified owner or identified driver of an uninsured automobile as defined in the policy.

provided always that

where an eligible claimant is entitled to recover damages from an inadequately insured motorist and the owner or operator of any other automobile, then for the purpose of 1(e)(i) above and for the purpose of determining the Insurer's limit of liability under paragraph 3 of this endorsement, the limits of motor vehicle liability insurance shall be deemed to be the aggregate of all limits of motor vehicle liability insurance and all bonds, cash deposits or other financial guarantees as required by law in lieu of such insurance, with respect to all of the said automobiles, and

where an eligible claimant is entitled to recover damages from the identified owner or identified driver of an uninsured automobile as defined in this policy, then for the purpose of 1(e)(i) and 1(e)(ii), and for the purpose of determining the limit of coverage under paragraph 3 of this endorsement, uninsured motorist coverage available to the eligible claimant shall be taken into account as if it were motor vehicle liability insurance with the limits stated to be those of the uninsured motorist coverage.

(f) The words "Insured person" mean:

(i) the named insured and his or her spouse if residing in the same dwelling premises and any dependent relative of either, while

(1) an occupant of the described automobile, a new acquired automobile or a temporary substitute automobile as defined in the general provisions, definitions and exclusions of the policy,

(2) an occupant of any other automobile but excluding the person who leases such other automobile for a period in excess of 30 days or who owns such other automobile unless underinsured motorist insurance is in force in respect of such other automobile, or

(3) not an occupant of an automobile who is struck by an automobile ;

(ii) if the named insured is a corporation, an unincorporated association or partnership, any officer, employee or partner of the named insured for whose regular use the described automobile is provided (which individual shall be considered the "named insured" for the purpose of Definition 1(b)), and his or her spouse if residing in the same dwelling premises, and any dependent relative of either, while

(1) an occupant of the described automobile, a new acquired automobile or a temporary substitute automobile as defined in the general provisions, definitions and exclusions of the policy.

(2) an occupant of an automobile other than the automobile referred to in (ii) (1) above leased by the named insured for a period in excess of 30 days or owned by the named insured provided underinsured motorist insurance is in force in respect of such other automobile, or

(3) not an occupant of an automobile who is struck by an automobile;

provided that where the policy has been endorsed to grant permission to rent or lease the described automobile for a period in excess of 30 days, any reference to the named insured shall be construed as a reference to the lessee specified in that endorsement.

(g) The term “Limit of Family Protection Coverage” means the amount set out in the policy documents, with respect to this endorsement. If no amount is set out in the policy documents, then the Section A limit with respect to the automobile to which this endorsement applies is the Limit of Family Protection Coverage.

(h) The words “limits of motor vehicle liability insurance” mean the amount stated in the said policy of insurance referred to as the limit of liability of the Insurer with respect to liability claims, regardless of whether the stated limits are reduced by the payment of claims or otherwise, provided however, in the event that an Insurer’s liability under a policy of insurance is reduced by operation of law to the statutory minimum limits in a jurisdiction because of a breach of the said policy of insurance, then the statutory minimum limits are the “limits of motor vehicle liability insurance” in the said policy.

(i) The term “spouse” means either of a man or woman who

(i) are married to each other;

(ii) are married to each other by a marriage that is voidable and has not been voided by a judgment of nullity; or

iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year, and includes,

(iv) either of a man and women, not being married to each other who have cohabited

(1) continuously for a period of not less than five years, or

(2) in a relationship of some permanence where there is a child born of whom they are the natural parents. and have so cohabited within the preceding year.

(j) The term “the policy” means the policy to which this endorsement is attached.

2. INSURING AGREEMENT

In consideration of the premium charged and subject to the provisions hereof, it is understood and agreed that the Insurer shall indemnify each eligible claimant for the amount that such eligible claimant is legally entitled to recover from an inadequately insured motorist as compensatory damages in respect of bodily injury or death sustained by an insured person by accident arising out of the use or operation of an automobile.

3. LIMIT OF COVERAGE UNDER THIS ENDORSEMENT

(a) The Insurer’s maximum liability under this endorsement, regardless of the number of eligible claimants, or number of insured persons injured or killed or number of automobiles insured under the policy shall be the amount by which the Limit of Family Protection Coverage exceeds the total of all limits of motor vehicle liability insurance, or bonds, or cash deposits, or other financial guarantees as required by law in lieu of such insurance, of the inadequately insured motorist and of any person jointly liable therewith.

(b) Where this endorsement applies as excess, the Insurer’s maximum liability under this endorsement is the amount determined in accordance with paragraph 3(a) less the amounts available to eligible claimants under any first loss insurance as referred to in paragraph 7 of this endorsement.

4. AMOUNT PAYABLE PER ELIGIBLE CLAIMANT

(a) The amount payable under this endorsement to any eligible claimant shall be ascertained by determining the amount of damages the eligible claimant is legally entitled to recover from the inadequately insured motorist and deducting from that amount the aggregate of the amounts referred to in paragraph 4(b) but in no event shall the Insurer be obliged to pay any amount in excess of the limit of coverage as determined under paragraph 3 of this endorsement.

(b) The amount payable under this endorsement to any eligible claimant is excess to any amount actually recovered by the eligible claimant from any source (other than money payable on death under a policy of insurance) and is excess to any amounts the eligible claimant is entitled to recover (whether such entitlement is pursued or not) from:

(i) the insurers of the inadequately insured motorist, and from bonds, cash deposits or other financial guarantees given on behalf of the inadequately insured motorist;

(ii) the insurers of any person jointly liable with the inadequately insured motorist for the damages sustained by an insured person;

(iii) the Société de l’assurance automobile du Québec;

(iv) any unsatisfied judgment fund or similar plan or which would have been payable by such fund or plan had this endorsement not been in effect;

(v) the uninsured automobile coverage of a motor vehicle liability policy;

(vi) an automobile accident benefits plan applicable in the jurisdiction in which the accident occurred;

(vii) any policy of insurance providing disability benefits or loss of income benefits or medical expense or rehabilitation benefits;

(viii) any Workers’ Compensation Act or similar law of the jurisdiction applicable to the injury or death sustained;

(ix) any Family Protection Coverage or a motor vehicle liability policy.

(c) In the event that the insurer is presented with claims by more than one eligible claimant and the total of the amounts payable to the eligible claimants exceeds the limit of the Insurer’s liability under the endorsement as set out in paragraph 3, the Insurer may pay to each eligible claimant a pro rata portion of the amount otherwise payable to each eligible claimant. In the event that payments are made to eligible claimants under this endorsement prior to the receipt of actual notice of any additional claim, then the limits of this endorsement as referred to in paragraph 3 of this endorsement shall be the amount determined in paragraph 3 less the amounts paid to the prior eligible claimants.

5. DETERMINATION OF THE AMOUNT AN ELIGIBLE CLAIMANT IS LEGALLY ENTITLED TO RECOVER

(a) The amount that an eligible claimant is legally entitled to recover shall be determined in accordance with the procedures set forth for determination of the issues of quantum and liability by the uninsured motorist coverage provisions of the policy.

(b) In determining the amount an eligible claimant is legally entitled to recover from the inadequately insured motorist, issues of quantum shall be decided in accordance with the law of the province governing the policy and issues of liability shall be decided in accordance with the law of the place where the accident occurred.

(c) In determining any amounts an eligible claimant is legally entitled to recover, no amount shall be included with respect to pre-judgment interest accumulating prior to notice as required by this endorsement.

(d) In determining any amounts an eligible claimant is legally entitled to recover, no amount shall be included with respect to punitive, exemplary, aggravated or other damages the award of which is based in whole or in part on the conduct of the inadequately insured motorist or person jointly liable therewith, to the extent that the said damages are not for the purpose of compensating the eligible claimant for actually incurred losses.

(e) In determining any amounts an eligible claimant is legally entitled to recover from an inadequately insured motorist as defined in paragraph 1(e)(i), no amount shall be included with respect to costs.

(f) No findings of a Court with respect to issues of quantum or liability are binding on the Insurer unless the Insurer was provided with a reasonable opportunity to participate in those proceedings as a party.

6. PROCEDURES

(a) The following requirements are conditions precedent to the liability of the Insurer to the eligible claimant under this endorsement:

(i) the eligible claimant shall promptly give written notice, with all available particulars, of any accident involving injury or death to an insured person and of any claim made on account of the accident;

(ii) the eligible claimant shall, if so required, provide details of any policies of insurance, other than life insurance, to which the eligible claimant may have recourse;

(iii) the eligible claimant and the insured person shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the Insurer or its representative, all documents in their possession or control that relate to the matters in question, and they shall permit extracts and copies thereof to be made.

(b) Where an eligible claimant commences a legal action for damages for bodily injury or death against any other person owning or operating an automobile involved in the accident, a copy of the Writ of Summons or other initiating process shall be delivered or sent by registered mail immediately to the chief agency or head office of the Insurer in the province together with particulars of the insurance and loss.

(c) Every action or proceeding against the Insurer for recovery under this endorsement shall be commenced within 12 months from the date upon which the eligible claimant or his legal representatives knew or ought to have known that the quantum of the claims with respect to an insured person exceeded the minimum limits for motor vehicle liability insurance in the jurisdiction in which the accident occurred. No action which is commenced within 2 years of the date of the accident shall be barred by this provision.

7. MULTIPLE COVERAGES

Subject to the provisions hereof, where an eligible claimant is entitled to payment under Family Protection Coverage under more than one policy and the insured person

(a) is an occupant of an automobile, such insurance on the automobile in which the insured person is an occupant is first loss insurance and any other such insurance is excess;

(b) is not an occupant of an automobile, such insurance in any policy in the name of the insured person is first loss insurance and any other such insurance is excess

All applicable first loss Family Protection Coverage shall be apportioned on a pro rata basis but in no event shall the aggregate payment under all such insurances exceed the highest limit of coverage provided by any one of such first loss insurances. The applicable first loss insurance shall be exhausted before recourse is made to excess insurances. All applicable excess Family Protection Coverage shall be similarly apportioned on a pro rata basis but in no event shall the aggregate payment under all such insurances exceed the highest limit of coverage as defined in paragraph 3(b) thereof, provided by any one of such excess insurances.

8. ACCIDENTS IN THE PROVINCE OF QUEBEC

This endorsement does not apply to an accident occurring in the Province of Quebec for which compensation is payable under the Automobile Insurance Act of Quebec or by virtue of an agreement referred to in that Act.

9. SUBROGATION

Where a claim is made under this endorsement, the Insurer is subrogated to the rights of the eligible claimant by whom a claim is made, and may maintain an action in the name of that person against the inadequately insured motorist and the persons referred to in paragraph 4(b)

10. ASSIGNMENT OF RIGHTS OF ACTION

Where a payment is made under this endorsement, the Insurer is entitled to receive from the eligible claimant, in consideration thereof, an assignment of all rights of action whether judgement is obtained or not, and the eligible claimant undertakes to cooperate with the Insurer, except in a pecuniary way, in the pursuit of any subrogated action or any right of action so assigned.

11. MISCELLANEOUS

If more than one automobile is insured under the policy, this endorsement shall apply only to the automobile(s) against which N.B.E.F. No. 44 is designated in the schedule of automobiles forming part of the policy. If N.B.E.F. No. 44 is designated with respect to more than one automobile in the schedule of automobiles forming part of this policy, then the coverages provided shall be construed as if provided by separate policies of insurance with respect to each automobile to which endorsement N.B.E.F. No. 44 is applicable, subject always to the provisions of paragraph 7 hereof.

This endorsement is attached to and forms part of the policy and shall be effective from the local time and effective date of the policy or renewal thereof, or if added to the policy during the policy period, from the local time and effective date of the endorsement specifying the addition of this coverage.

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

N.B.E.F. NO. 44 SUPPLEMENT

AGREEMENTS

1.(a) Supplementary Agreement 1(b) below applies only where the person injured or killed is not an insured person as defined in the Family Protection Coverage of any policy of insurance or does not own an automobile which is licensed in any jurisdiction of Canada where Family Protection Coverage is available.

(b) Subject to 1(a) above, the Insurer undertakes to include in the definition of ‘dependent relative’ the following:

(i) any relative of the named insured, or of the spouse of the named insured, who resides in the same premises as the named insured; and

(ii) any other relative of the named insured, or of the spouse of the named insured, but only while an occupant of the described automobile, a newly acquired automobile, or a temporary substitute automobile, as defined in the policy.

2. The amount determined under paragraph 3 of the Family Protection Endorsement is the Insurer’s limit of liability for the aggregate of all claims arising out of any one occurrence. Nothing in this Supplement is to be construed so as to increase the Insurer’s limit of liability under the Family Protection Coverage which these agreements supplement.

3. These supplementary agreements modify only the Family Protection Coverage of the policy. Except as provided herein, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.