economical

CERTIFICATE OF AUTOMOBILE INSURANCE
NOVA SCOTIA, CANADA STANDARD AUTOMOBILE FORM – TRANSPORTATION NETWORK N.S.P.F. No. 9

AGENT/BROKER	NO.	POLICY NUMBER
Aon Reed Stenhouse	8418	6962404

1. INSURED'S FULL NAME AND POSTAL ADDRESS

Uber Holdings Canada Inc., Uber Rasier Canada Inc., Uber Portier Canada Inc.,

Uber Castor Canada Inc., Uber Canada Inc., Uber Technologies, Inc.

Meester Treublaan 7, 1097 DP Amsterdam, The Netherlands

2. POLICY PERIOD

FROM:	DATE (Y/M/D)	TO:	DATE (Y/M/D)	
12:01 A.M.	2026 09 01	12:01 A.M.	2027 09 01	ALL TIMES ARE LOCAL TIMES AT NOVA SCOTIA, CANADA

3. PARTICULARS OF THE DESCRIBED AUTOMOBILE(S)

VEH. NO.	
1	Transportation Network Automobiles operating through the Transportation Network of the named insured,
2	providing transportation services originating in the province of Nova Scotia
3	
4	

4. INSURING AGREEMENTS

Insuring Agreements	Section A Third Party Liability			Section A.1 Direct Compensation – Property Damage	Section B Mandatory Accident Benefits	Section C Loss of or Damage to Insured Automobile(s)				Section D Uninsured and Unidentified Automobile Coverage	Endorsements Veh. No.	Endorsements N.S.E.F. No.
Perils	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY (EXCLUSIVE OF COSTS AND POST JUDGMENT 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, REGARD- LESS 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 Damage.	Mandatory Medical and Rehabilitation Benefits, and Accident Benefits in Motor Vehicle Liability Policies	THIS POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE					1	44
				DEDUCTIBLE		1. All Perils	2. Collision or Upset	3. Comprehensive (excluding collision or upset)	4. Specified Perils (excluding collision or upset)			
						Amount deductible on each separate claim except for loss or damage by fire or lightning or theft of the entire automobile						
*Limits and Amounts in Dollars	1	$ $2,000,000		$	AS STATED IN SECTION B OF THE POLICY	$	$ 2500	$ 2500	$	AS STATED IN SECTION D OF THE POLICY		
	2	$		$		$	$	$	$			
	3	$		$		$	$	$	$		N.S.E.F. No. Premium $	Vehicle Premium $
	4	$		$		$	$	$	$			
Premium in Dollars		BI	PD									
	1	$ incl	$ incl	$ incl	incl	$	$ incl	$ incl	$		incl	incl
	2	$	$	$		$	$	$	$			
	3	$	$	$		$	$	$	$			
	4	$	$	$		$	$	$	$			
	O.D.											

MINIMUM RETAINED PREMIUM	TOTAL POLICY PREMIUM
$	$ INCL

Remarks:

This is your Certificate of Automobile Insurance. Contact your Broker/Agent with any questions or if you require clarification regarding your coverage choices.

***"Insurer is not permitted to issue the policy unless limits applied for are for a minimum of $1,000,000, while automobile is logged onto a transportation network for the purposes of accepting requests for transportation services, and $2,000,000, while automobile is otherwise used or operated as a transportation network automobile."**

APPROVED FORM – NOVA SCOTIA SUPERINTENDENT OF INSURANCE

FOR PURPOSES OF THE INSURANCE COMPANIES ACT (CANADA), THIS DOCUMENT WAS ISSUED IN THE COURSE OF THE INSURER'S INSURANCE BUSINESS IN CANADA.

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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 – MANDATORY ACCIDENT BENEFITS

PAYMENTS FOR MANDATORY MEDICAL AND REHABILITATION BENEFITS, AND ACCIDENT BENEFITS IN MOTOR VEHICLE LIABILITY POLICIES: Provides coverage to the person insured, his or her 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 AND UNIDENTIFIED AUTOMOBILE COVERAGE

Enables the policyholder to obtain benefits from his or her own insurer for bodily injuries or death caused by an uninsured or unidentified automobile. Benefits are also available for damage to the insured automobile and its contents caused by an identified owner or driver of an uninsured automobile, subject to a deductible amount. The coverage applies when a Canadian policyholder is travelling in Canadian jurisdictions and States of the U.S.A. where no fund 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 nder the contract, a claim by the insured is invalid and the right of the insured to recover indemnity is forfeited.

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 policy is hereby cancelled and surrendered, and the interim and renewal certificates, if any, for same, acknowledged to be of no effect.

☐ a.m.

Time ..... ☐ p.m. ..... Y | Y | Y | Y ....

Effective Date of Cancellation Signature of Insured

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NSPF No. 9

STANDARD AUTOMOBILE POLICY

TRANSPORTATION NETWORK

for

NOVA SCOTIA

Effective on and after
November 01, 2020

PLEASE READ THIS CAREFULLY

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PLEASE READ YOUR POLICY

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INSURING AGREEMENTS

Now therefore, in consideration of the payment of the premium specified and of the statements contained in the application **and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated and** subject always to the condition that the Insurer shall be liable only under the section(s) or subsection(s) of the following Insuring Agreements, A, B, C and D for which a premium is specified in Item 4 of the application and no other,

The coverages provided by this policy are limited and they only apply to accidents that arise from the use or operation of the automobile as a transportation network automobile. Damages caused in any accident where the automobile is being used other than as a transportation network automobile are not recoverable under this insurance policy.

SECTION A – THIRD PARTY LIABILITY

1. The Insurer agrees to indemnify the insured against the liability imposed by law upon the insured for loss or damage arising from use or operation of the automobile as a transportation network automobile and resulting from bodily injury to or the death of any person or damage to property.

For the purposes of this section, use or operation of the automobile as a transportation network automobile means:

(1) anytime a transportation network driver operating a transportation network automobile is logged onto a transportation network for the purposes of accepting requests for transportation services for compensation from prospective passenger(s); or

(2) anytime from the moment a transportation network driver operating a transportation network automobile has accepted a ride request through a transportation network, continuing while such transportation network driver is enroute to pick up prospective passenger(s) to provide transportation services for compensation, and ending when the first passenger enters the transportation network automobile or a trip is cancelled, whichever is later; or

(3) anytime from the moment a transportation network driver operating a transportation network automobile has passenger(s) in a transportation network automobile, continuing while such passenger(s) are being transported for compensation, and ending when the last passenger departs from the transportation network automobile.

2. The Insurer shall not be liable under this section,

(1) for any liability imposed by any workers' compensation law upon any person insured by this section; or

(2) for loss or damage resulting from bodily injury to or the death of any employee of any person insured by this section while engaged in the operation or repair of the automobile; or

(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 any person insured by this section; or

(4) for any amount in excess of the limit(s) stated, in Section A of Item 4 of the application and expenditures provided for in subsection 3 of this section subject always to the provisions of Section 130 of the ***Insurance Act*** (Automobile Insurance Part) relating to the nuclear energy hazard; or

(5) for any liability arising from contamination of property carried in the automobile.

(6) for any liability resulting from the use or operation of the automobile for any purpose other than as a transportation network automobile; or

(7) for any loss or damage resulting from bodily injury to or death of any person or loss or damage to property sustained

while a transportation network driver operating a transportation network automobile is logged onto a transportation network for the purposes of accepting requests for transportation services for compensation from prospective passenger(s) but has not accepted a request to transport passenger(s) unless the insurer of an owner's policy issued to a transportation network driver or transportation network automobile owner has denied liability for the loss or damage. Where the insurer of an owner's policy issued to a transportation network driver or transportation network automobile owner has denied liability for the loss or damage, the insurer's liability is limited to the amount stated in the application as the liability limited during such time period and the expenditures provided for in the Additional Agreements of this section.

See also the General Provisions, Definitions, Exclusions and Mandatory Conditions of this Policy

3. Additional Agreements of Insurer

Where indemnity is provided by this section, the Insurer shall,

(1) upon receipt of notice of loss or damage caused to persons or property, serve any person insured by this policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer;

(2) defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property;

(3) pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limit(s) of the Insurer's liability;

(4) in case the injury be to a person, reimburse any person insured by this policy for outlay for such medical aid as may be immediately necessary at the time of such injury;

(5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit(s) stated in Section A of Item 4 of the application; and

(6) not set up any defence to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

4. Agreements of Insured

Where indemnity is provided by this section, every person insured by this policy

(1) by the acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the insured arising out of the ownership, use or operation of the automobile;

(2) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this policy.

SECTION A.1 – DIRECT COMPENSATION – PROPERTY DAMAGE

Where section 138A of the **Insurance Act** applies, the insurer agrees to indemnify the insured under this section as though the insured were a third party for damage caused to the automobile owned by the insured, its equipment, and its contents if not carried for reward, and for loss of use of the automobile, equipment, and contents, in accordance with the **Insurance Act** and the Fault Determination Regulations made under the

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Act, but only if the automobile is being used or operated as a transportation network automobile at the time of the damage.

Definitions and Interpretation

For the purpose of this section, with respect to a claim for damage to the automobile and its equipment, the insured is the owner of the automobile, and with respect to a claim for damage to contents of the automobile, the insured is the owner of the contents.

For the purposes of this section, use or operation of the automobile as a transportation network automobile means:

(1) anytime a transportation network driver operating a transportation network automobile is logged onto a transportation network for the purposes of accepting requests for transportation services for compensation from prospective passenger(s); or

(2) anytime from the moment a transportation network driver operating a transportation network automobile has accepted a ride request through a transportation network, continuing while such transportation network driver is enroute to pick up prospective passenger(s) to provide transportation services for compensation, and ending when the first passenger enters the transportation network automobile or a trip is cancelled, whichever is later; or

(3) anytime from the moment a transportation network driver operating a transportation network automobile has passenger(s) in a transportation network automobile, continuing while such passenger(s) are being transported for compensation, and ending when the last passenger departs from the transportation network automobile.

Deductible

Each occurrence causing loss or damage covered under this section shall give rise to a separate claim in respect of which the insurer's liability shall be limited to the amount of loss in excess of the Direct Compensation Property Damage deductible, if any, stated in Section A.1 of Item 4 of the application multiplied by the percentage to which the driver of the automobile was determined to not be at fault under the Direct Compensation – Property Damage Fault Determination Regulations.

If there is damage to both the automobile and its contents, the deductible will frst be applied to the automobile loss. If there is any remaining deductible, the remainder will be applied to the contents loss.

The insurer will pay that portion of the total damage that is equal to the percentage to which the insured or driver was not at fault for the accident, less the applicable Direct Compensation-Property Damage deductible.

Exclusions

The insurer shall not be liable under this section:

(a) for any amount in excess of the limit(s) stated in Section A of Item 4 of the application; subject always to the provisions of the section of the **Insurance Act** (Automobile Insurance Part) relating to the nuclear energy hazard; or

(b) for any claims arising from contamination of property carried in the automobile.

See also General Provisions, Defnitions, Exclusions and Mandatory Conditions of this Policy.

SECTION B – MANDATORY ACCIDENT BENEFITS

MANDATORY MEDICAL AND REHABILITATION BENEFITS, AND ACCIDENT BENEFITS IN MOTOR VEHICLE LIABILITY POLICIES

Accident Benefits Section

The Insurer agrees to pay the benefits outlined in this Section B to or with respect to each insured person as defined in this section who sustains bodily injury or death independently of all other causes by an accident arising out of the use or operation of an automobile as a transportation network automobile.

The coverage for benefits under this Section B is primary until such time as the insurer of an owner's policy issued to a transportation network driver or transportation network owner accepts liability for the benefits.

For the purposes of this section, use or operation of the automobile as a transportation network automobile means:

(1) anytime a transportation network driver operating a transportation network automobile is logged onto a transportation network for the purpose of accepting requests for transportation services for compensation from prospective passenger(s); or

(2) anytime from the moment a transportation network driver operating a transportation network automobile has accepted a ride request through a transportation network, continuing while such transportation network driver is enroute to pick up prospective passenger(s) to provide transportation services for compensation, and ending when the f rst passenger enters the transportation network automobile or a trip is cancelled, whichever is later; or

(3) anytime from the moment a transportation network driver operating a transportation network automobile has passenger(s) in a transportation network automobile, continuing while such passenger(s) are being transported for compensation, and ending when the last passenger departs from the transportation network automobile.

Subsection 1 – Medical, Rehabilitation and Funeral Expenses

1 (1) In this subsection, "the Protocols Regulations" means the *Automobile Accident Diagnostic and Treatment Protocols Regulations* made under the *Insurance Act*.

(2) To the limit of $50,000 per person, all reasonable expenses incurred within four years from the date of the accident as a result of the injury for necessary medical, surgical, dental, chiropractic, hospital, professional nursing and ambulance service and for any other service within the meaning of insured services under the *Health Services and Insurance Act* and for such other services and supplies which are, in the opinion of the physician of the insured person's choice and that of the Insurer's medical advisor, essential for the treatment, occupational retraining or rehabilitation of the person, in respect of

(a) an injury to which the Protocols Regulations apply that is diagnosed and treated in accordance with the Regulations, the expenses payable for any treatment, supply or service, diagnostic imaging, laboratory testing, specialized testing, visit, therapy, assessment or making a report, or any other activity or function authorized under the Protocols Regulations, and for which payment is made in the manner required by and subject to the provisions of the Protocols Regulations, notwithstanding anything to the contrary in this section; and

(b) an injury

(i) to which the Protocols Regulations apply but that is not diagnosed and treated in accordance with the Protocols Regulations,

(ii) to which the Protocols Regulations cease to apply but for which the insured person wishes to make a claim under provision (4) (notice and proof of claim) of Subsection 3 – Special Provisions, Definitions, and Exclusions of this section, or

(iii) to which this section applies, other than an injury referred to in (i) and (ii).

2. Subject to provision 3, the Insurer is not liable under this Subsection for those portions of expenses payable or recoverable under any medical, surgical, dental or hospitalization plan or law or, except for similar insurance provided under another automobile insurance contract, under any other insurance contract or certificate issued to or for the benefit of any insured person.

3. Except for those portions of expenses payable or recoverable under any law, provision 2 does not apply to the expenses payable or recoverable for an injury to which the Protocols Regulations apply.

4. Funeral expenses incurred up to the amount of $2,500 in respect of the death of any one person.

Subsection 2 – Death Benefits and Loss of Income Payments

Part I – Death Benefits

A. Subject to the provisions of this Part, for death that ensues within 180 days of the accident or within 104 weeks of the accident if there has been continuous disability during that period, a payment – based on the status at the date of the accident of the deceased in a household where a head of the household, spouse or common-law partner or dependents survive – of the following amounts:

(a) head of the household $25,000;

(b) spouse of the head of the household..... $25,000; and

(c) dependent within the meaning of clauses (b) and (c) of provision (2) of paragraph B $5,000

In addition, with respect to death of the head of the household, where there are two or more survivors, spouse or common-law partner or dependents the principal sum payable is increased $1,000 for each survivor other than the first.

B. For the purposes of this Part,

(1) **"Spouse or common-law partner of the head of the household"** means the spouse or common-law partner with the lesser income from employment in the twelve months preceding the date of the accident.

(2) **"Dependent"** means

(a) the spouse or common-law partner of the head of the household who resides with the head of the household;

(b) a person,

(i) under the age of 18 years who resides with and is principally dependent upon the head of the household or the spouse or common-law partner of the head of the household for financial support,

(ii) 18 years of age or over who, because of mental or physical infirmity, is principally dependent upon the head of the household or the spouse or common-law partner of the head of the household for financial support, or

(iii) 18 years of age or over who, because of full-time attendance at a school, college or university, is principally dependent upon the head of the household or the spouse or common-law partner of the head of the household for financial support, or

(c) a parent or relative,

(i) of the head of the household, or

(ii) of the spouse or common-law partner of the head of the household,

residing in the same dwelling premises and principally dependent upon the head of the household or the spouse or common-law partner of the head of the household for financial support.

(3) The total amount payable shall be paid to a person who is the head of the household or the spouse or common-law partner of the head of the household, as the case may be, if that person survives the deceased by at least 30 days.

(4) The total amount payable with respect to death where no head of the household or spouse or common-law partner survives the deceased by at least 30 days shall be divided equally among the surviving dependents.

(5) No amount is payable on death, other than incurred funeral expenses, if no head of the household or dependent survives the deceased by at least 30 days.

Part II – Loss of Income

Subject to the provisions of this Part, a weekly payment for the loss of income from employment for the period during which the insured person suffers substantial inability to perform the essential duties of his occupation or employment, provided,

(a) such person was employed at the date of the accident;

(b) within 30 days from the date of the accident, and as a result of the accident, the insured person suffers substantial inability to perform the essential duties of his occupation or employment for a period of not less then seven days;

(c) no payments shall be made for any period in excess of 104 weeks except that if, at the end of the 104 week period, it has been established that such injury continuously prevents such person from engaging in any occupation or employment for which he is reasonably suited by education, training or experience, the Insurer agrees to make such weekly payments for the duration of such inability to perform the essential duties.

Amount of Weekly Payment –

The amount of a weekly payment shall be the lesser of,

(a) $250 per week; or

(b) 80 percent of the insured person's gross weekly income from employment, less any payments for loss of income from employment received by or available to such person under,

(i) the laws of any jurisdiction,

(ii) wage or salary continuation plans available to the person by reason of his employment, and

(iii) subsection 2A,

but no deduction shall be made for any increase in such payment due to a cost of living adjustment subsequent to the insured person's substantial inability to perform the essential duties of his occupation or employment.

For the purposes of this Part,

(1) there shall be deducted from an insured person's gross weekly income any payments received by or available to him from part-time or other employment or occupation subsequent to the date of the accident;

(2) a principal unpaid housekeeper residing in the household, not otherwise engaged in occupation or employment for wages or profit, if injured, shall be deemed disabled only if completely incapacitated and unable to perform any of his or her household duties and, while so incapacitated, shall receive a benefit at the rate of $100 per week for not more than 52 weeks;

(3) a person shall be deemed to be employed,

(a) if actively engaged in an occupation or employment for wages or prof t at the date of the accident; or

(b) if 18 years of age or over and under the age of 65 years, so engaged for any six months out of the preceding 12 months and in these circumstances shall be deemed to have suffered loss of income at a rate equal to that of his most recent employment earnings;

(4) a person receiving a weekly payment who, within 30 days of resuming his occupation or employment is unable to continue such occupation or employment as a result of such injury, is not precluded from receiving further weekly payments;

(5) where the payments for loss of income payable hereunder, together with payments for loss of income under another contract of insurance other than a contract of insurance relating to any wage or salary continuation plan available to an insured person by reason of his employment, exceed the actual loss of income of the insured person, the Insurer is liable only for that proportion of the payments for loss of income stated in this policy that the actual loss of income of the person insured bears to the aggregate of the payments for loss of income payable under all such contracts.

Subsection 2A – Supplemental Benefits Respecting Accidents Occurring in Quebec

This subsection comes into force and is effective only in accordance with a written agreement between the Government of Nova Scotia and the Government of Quebec or an agency thereof.

A. For the purposes of this Part,

(a) **"accident"** means an event occurring in Quebec resulting in damage caused by an automobile, or by the use of an automobile, or by the load of an automobile, including damage caused by a trailer;

(b) **"bodily injury"** means physical, psychological or mental injury including death as well as damage to the clothing worn by the victim at the time of the accident;

(c) **"resident of Nova Scotia"** means any person,

(i) who is authorized by law to be or to remain in Canada and is living and ordinarily present in Nova Scotia, and

(ii) who meets the criteria prescribed in Division II of O.C. 374-78 made under the ***Automobile Insurance Act*** **(Quebec)**, which apply with necessary modifications,

but does not include a person,

(iii) who is merely touring, passing through or visiting Nova Scotia, or

(iv) who is, at the time of an accident in Quebec, the owner or driver of, or a passenger in, an automobile registered in Quebec;

(d) **"person insured in Quebec"** means a resident of Nova Scotia who is

(i) any person while an occupant of the described automobile or of a newly acquired or temporary substitute automobile as defined in this policy,

(ii) the insured and, if residing in the same dwelling premises as the insured, his or her spouse or common-law partner and any dependent relative of either while an occupant of any other automobile,

(iii) any person, not the occupant of an automobile, who is struck by the described automobile or a newly acquired or temporary substitute automobile as defined in this policy,

(iv) the named insured, if an individual, and his or her spouse or common-law partner and any dependent relative residing in the same dwelling premises as the named insured, not the occupant of an automobile who is struck by any other automobile,

(v) if the insured is a corporation, unincorporated association, or partnership, any employee or partner of the insured for whose regular use the described automobile is furnished and his or her spouse or common-law partner and any dependent relative of either, residing in the same dwelling premises as such employee or partner, while an occupant of any other automobile,

(vi) any employee or partner of the insured for whose regular use the described automobile is furnished and his or her spouse or common-law partner and any dependent relative of either, residing in the same dwelling premises as such employee or partner, while not the occupant of an automobile who is struck by any other automobile, and

(vii) any other person who,

(a) is the occupant of an automobile, or

(b) not being the occupant of an automobile, is struck by an automobile, driven by a person insured in Quebec as defined in sub-subparagraphs (i) to (vi) of this subparagraph (d).

B. With respect to bodily injury, as a result of an accident, to a person insured in Quebec the Insurer agrees to make payments under this Part in the same amount and form and subject to the same conditions as if such person were a resident of Quebec as defined in the **Automobile Insurance Act (Quebec)** and the regulations made under that Act and entitled to payments under that Act and those regulations except that any reference in the **Automobile Insurance Act (Quebec)** to a Quebec enactment or a pension plan shall be replaced by a reference to the Nova Scotia enactment or pension plan which the Lieutenant Governor in Council of Nova Scotia declares to be an equivalent enactment or pension plan.

Notwithstanding anything to the contrary, an exclusion or limitation existing in this Schedule B or in the general provisions, definitions and mandatory conditions of a contract of automobile insurance shall not apply to a person insured in Quebec as defined in this subsection 2A.

Subsection 3 – Special Provisions, Definitions and Exclusions of this Section

(1) "insured person" defined

In this section, the words "insured person" mean

(a) any person while an occupant of the described automobile or of a newly acquired or temporary substitute automobile as defined in this policy and which is being used or operated as a transportation network automobile at the time of the accident;

(b) in subsections 1, 2 and 2A of this section only, any person, not the occupant of an automobile or of railway rolling-stock that runs on rails, who is struck, in Canada, by the described automobile or a newly acquired or temporary substitute automobile as defined in the policy and which is being used or operated as a transportation network automobile at the time of the accident;

(2) "Physician" defined

"Physician" means a legally qualified medical practitioner.

(3) Exclusions

(a) Except as provided in subsection 2A, the Insurer shall not be liable under this section for bodily injury to or death of any person,

(i) resulting from the suicide of such person or attempt thereat, whether sane or insane,

(ii) who is entitled to receive the benefits of any workers' compensation law or plan,

(iii) caused directly or indirectly by radioactive material;

(b) The Insurer shall not be liable under subsection 1 or Part II of subsection 2 of this section for bodily injury or death,

(i) sustained by any person who, at the time of the accident, was driving or operating the automobile while in a condition for which they are convicted of an offence under section 320.14 or under or in connection with circumstances for which they are convicted of an offence under section 320.15 of the **Criminal Code (Canada)** unless they establish that their

impairment by alcohol or drug were not the proximate cause of the accident; or

(ii) sustained by any person driving the automobile who is not for the time being either authorized by law or qualified to drive the automobile,

(iii) sustained by the insured during or in connection with circumstances for which the insured is convicted of an offence under section 320.13 or 320.17 of the **Criminal Code (Canada)** unless the insured establishes that such circumstances were not the proximate cause of the accident.

(4) Notice and proof of claim

Subject to the *Automobile Accident Diagnostic and Treatment Protocols Regulation*, the insured person or the insured person's agent, or the person otherwise entitled to make a claim or that person's agent, shall

(a) give written notice of claim to the Insurer by delivery thereof or by sending it by registered mail to the chief agency or head offce of the Insurer in the Province, within 30 days from the date of the accident or as soon as practicable thereafter;

(b) within 90 days from the date of the accident for which the claim is made, or as soon as practicable thereafter, furnish to the Insurer such proof of claim as is reasonably possible in the circumstances of the happening of the accident and the loss occasioned thereby;

(c) if so required by the Insurer, furnish a certifcate as to the cause and nature of the accident for which the claim is made and as to the duration of the disability caused thereby from a physician.

(5) Medical reports

(a) Except as provided in clause (b), the Insurer has the right, and the claimant must afford the Insurer with an opportunity, to examine the person of the insured person when and as often as it reasonably requires while the claim is pending and, in the case of the death of the insured person, to make an autopsy subject to the law relating to autopsies.

(b) Clause (a) does not apply with respect to an injury while it is treated under the *Automobile Accident Diagnostic and Treatment Protocols Regulations*, and the insurer has no right to independent review of any treatment, supply or service, diagnostic imaging, laboratory testing, specialized testing, visit, therapy, assessment, making of a report or other activity or function authorized under the *Automobile Accident Diagnostic and Treatment Protocols Regulations*.

(6) Release

Notwithstanding any release provided for under the relevant sections of the ***Insurance Act,*** the Insurer may demand, as a condition precedent to payment of any amount under this section of the policy, a release in favour of the insured and the Insurer from liability to the extent of such payment from the insured person or his personal representative of any other person.

(7) When moneys payable

(a) Subject to the *Automobile Accident Diagnostic and Treatment Protocols Regulations*, all amounts payable under this section, other than benefits under Part II of subsection 2, shall be paid by the Insurer within 30 days after it has received proof of claim. The initial benefits for loss of time under Part II of subsection 2 shall be paid within 30 days after it has received proof of claim, and payments shall be made thereafter within each 30-day period while the Insurer remains liable for payments if the insured person, whenever required to do so, furnishes prior to payment proof of continuing disability.

(b) No person shall bring an action to recover the amount of a claim under this section unless the requirements of provisions [4 and 5] of this subsection are complied with, nor until the amount of the loss has been ascertained as provided in this section.

(c) Every action or proceeding against the Insurer for the recovery of a claim under this section shall be commenced within one year from the date on which the cause of action arose and not afterwards.

(8) Limitation on benefit payable

Where a person is entitled to benefits under more than one contract providing insurance of the type set forth in subsections 1, 2 and 2A, he or his personal representative or any person claiming through or under him or by virtue of the ***Fatal Injuries Act*** **or the** ***Survivorship Act*** may recover only an amount equal to one benefit.

In so far as applicable for general provisions, definitions, exclusions and mandatory conditions of the policy also apply.

SECTION C – LOSS OF OR DAMAGE TO INSURED AUTOMOBILE

The Insurer agrees to indemnify the insured against direct and accidental loss of or damage to the automobile, including its equipment while the automobile is being used or operated as a transportation network automobile, but only if the automobile is also insured for loss or damage of that type under an Owner's Policy Form, N.S.P.F. No.1.

For the purposes of this section, use or operation of the automobile as a transportation network automobile means:

(1) anytime from the moment a transportation network driver operating a transportation network automobile has accepted a ride request through a transportation network, continuing while such transportation network driver is enroute to pick up prospective passenger(s) to provide transportation services for compensation, and ending when the first passenger enters the transportation network automobile or a trip is cancelled, whichever is later; or

(2) anytime from the moment a transportation network driver operating a transportation network automobile has passenger(s) in a transportation network automobile, continuing while such passenger(s) are being transported for compensation, and ending when the last passenger departs from the transportation network automobile.

1. Subsection 1 – All Perils

The Insurer agrees to indemnify the insured against direct and accidental loss of or damage to the automobile, including its equipment from all perils.

2. Subsection 2 – Collision or Upset

The Insurer agrees to indemnify the insured against direct and accidental loss of or damage to the automobile, including its equipment caused by collision with another object or by upset.

3. Subsection 3 – Comprehensive

(1) The Insurer agrees to indemnify the insured against direct and accidental loss of or damage to the automobile, including its equipment from any peril other than by collision with another object or by upset.

(2) The words "another object" as used in this subsection 3 shall be deemed to include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon.

(3) Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage caused by perils for which insurance is provided under this subsection 3.

4. Subsection 4 – Specified Perils

The Insurer agrees to indemnify the insured against direct and accidental loss of or damage to the automobile, including its equipment caused by fire, lightning, theft or attempt thereat, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.

5. Deductible Clause

Each occurrence causing loss or damage covered under any subsection of Section C, except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection, shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated in the applicable subsection of Section C of Item 4 of the application.

6. Exclusions

The Insurer shall not be liable,

(1) under any subsection of Section C for loss or damage

(a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of the automobile or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection;

(b) caused by the conversion, embezzlement, theft or secretion by any person in lawful possession of the automobile under a mortgage, conditional sale, lease or other similar written agreement;

(c) caused by the voluntary parting with title or ownership, whether or not included to do so by any fraudulent scheme, trick, device or false pretense;

(d) caused directly or indirectly by contamination by radioactive material;

(e) to contents of trailers or to rugs or robes;

(f) to tapes or other audio or video equipment for use with a tape player, recorder or other audio or video device when such tapes or other audio or video equipment is detached therefrom;

(g) where the insured drives or operates the automobile

(i) while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile;

(ii) an insured may not recover from the insured's insurer any amount with respect to damage to the insured's own automobile or injuries sustained by the insured while in a condition for which the insured is convicted of an offence under section 320.14 or under or in connection with circumstances for which the insured is convicted of an offence under section 320.15 of the **Criminal Code (Canada)** unless the insured establishes that the insured's impairment by alcohol or drug was not the proximate cause of the accident; or

(iii) an insured may not recover from the insured's insurer any amount with respect to damage to the insured's own automobile or injuries sustained by the insured during or in connection with circumstances for which the insured is convicted of an offence under section 320.13 or 320.17 of the **Criminal Code (Canada)** unless the insured establishes that such circumstances were not the proximate cause of the accident; or

(h) where the insured permits, suffers, allows or connives at the use of the automobile by any person contrary to the provisions of paragraph (g).

(2) under subsections 3 (Comprehensive) and 4 (Specif ed Perils) only, for loss or damage caused by theft by any person or persons residing in the same dwelling premises as the insured, or by any employee of the insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not.

See also General Provisions, Definitions, Exclusions and Mandatory Conditions of this Policy

7. Additional Agreements of Insurer

Where loss or damage arises from a peril for which a premium is specified under a subsection of this section, the Insurer further agrees:

(1) to pay general average, salvage and f re department charges and customs duties of Canada or of the United States of America for which the insured is legally liable;

(2) to waive subrogation against every person who, with the insured's consent, has care, custody or control of the automobile provided always that this waiver shall not apply to any person (a) having such care, custody or control in the course of the business of selling, repairing, maintaining, servicing, storing or parking automobiles, or (b) who has (i) committed a breach of any condition of this policy or (ii) driven or operated the automobile in the circumstances referred to in paragraph 6(1)(g)(i) or (ii);

(3) to indemnify the insured and any other person who personally drives a temporary substitute automobile as defined in **Section E – General Provisions, Definitions and Exclusions** of this policy against the liability imposed by law or assumed by the insured or such other person under any contract or agreement for direct and accidental physical loss or damage to such automobile and arising from the care, custody and control thereof; provided always that:

(a) such indemnity is subject to the deductible clause and exclusions of each such subsection;

(b) if the owner of such automobile has or places insurance against any peril insured by this section, the indemnity provided herein shall be limited to the sum by which the deductible amount, if any, of such other insurance exceeds the deductible amount stated in the applicable subsection of this policy;

(c) the Additional Agreements in subsection 3 of Section A of this policy shall, insofar as they are applicable, extend to the indemnity provided herein.

(4) Where indemnity is provided under subsections 1, 3 or 4 of this section,

(a) the Insurer further agrees, following a theft of the entire automobile covered thereby, to reimburse the insured for expense not exceeding $25.00 for any one day nor totaling more than $750.00 incurred for the rental of a substitute automobile, including taxicabs and public means of transportation.

(b) reimbursement is limited to such expense incurred during the period commencing seventy-two hours after such theft has been reported to the Insurer or the police and terminating, regardless of the expiration of the policy period, (i) upon the date of the completion of repairs to or the replacement of the property lost or damaged, or (ii) upon such earlier date as the Insurer makes or tenders settlement for the loss or damage caused by such theft.

SECTION D – UNINSURED AND UNIDENTIFIED AUTOMOBILE COVERAGE

1. Definitions

For the purposes of this section,

(1) "insured automobile" means the automobile as defined or described under this policy;

(2) "person insured under this policy" means,

(a) in respect of a claim for damage to the insured automobile the owner of the automobile,

(b) in respect of a claim for damage to the contents of the insured automobile, the owner of the contents, and

(c) in respect of a claim for bodily injuries or death,

(i) any person while driving, being carried in or upon or entering or getting on to or alighting from the insured automobile,

(ii) the insured named in this policy and, if residing in the same dwelling premises as the insured named in this policy, his or her spouse or common-law partner and any dependent relative,

(A) while driving, being carried in or upon or entering or getting on to or alighting from an uninsured automobile, or

(B) who is struck by an uninsured or unidentified automobile, but does not include a person struck while driving, being carried in or upon or entering or getting on to or alighting from railway rolling stock that runs on rails,

(iii) if the insured named in this policy is a corporation, unincorporated association or partnership, any director, officer, employee or partner of the insured named in this policy, for whose regular use the insured automobile is furnished and, if residing in the same dwelling place, the spouse or common law partner of such director, officer, employee or partner and any dependent relative,

(A) while driving, being carried in or upon or entering or getting on to or alighting from an uninsured automobile, or

(B) who is struck by an uninsured or unidentified automobile, but does not include a person struck while driving, being carried in or upon or entering or getting on to or alighting from railway rolling stock that runs on rails,

if such director, officer, employee or partner or the spouse or common-law partner of such director, officer, employee or partner and any dependent relative is not the owner of an automobile insured under a contract;

(3) "unidentif ed automobile" means an automobile with respect to which the identity of either the owner or driver cannot be ascertained;

(4) "uninsured automobile" means an automobile with respect to which neither the owner nor driver of it has applicable and collectible bodily injury liability and property damage liability insurance for its ownership, use or operation, but does not include an automobile owned by or registered in the name of the insured or the insured's spouse or common-law partner.

2. Uninsured Automobile and Unidentified Automobile Coverage

(1) The Insurer agrees to pay all sums that

(a) a person insured under this policy is legally entitled to recover from the owner or driver of an uninsured automobile or unidentified automobile as damages for bodily injuries

resulting from an accident involving an automobile, while the automobile is being used or operated as a transportation network automobile;

(b) a person is legally entitled to recover from the owner or driver of an uninsured automobile or unidentified automobile as damages for bodily injury to or the death of a person insured under this policy resulting from an accident involving an automobile, while the automobile is being used or operated as a transportation network automobile; and

(c) a person insured under this policy is legally entitled to recover from the identified owner or driver of an uninsured automobile as damages for accidental damage to the insured automobile or its contents or to both the insured automobile and its contents, resulting from an accident involving an automobile, while the automobile is being used or operated as a transportation network automobile.

For the purposes of this section, use or operation of the automobile as a transportation network automobile means:

(1) anytime a transportation network driver operating a transportation network automobile is logged onto a transportation network for the purposes of accepting requests for transportation services for compensation from prospective passenger(s); or

(2) anytime from the moment a transportation network driver operating a transportation network automobile has accepted a ride request through a transportation network, continuing while transportation network driver is enroute to pick up prospective passenger(s) to provide transportation services for compensation, and ending when the first passenger enters the transportation network automobile or a trip is cancelled, whichever is later; or

(3) anytime from the moment a transportation network driver operating a transportation network automobile has passenger(s) in a transportation network automobile, continuing while such passenger(s) are being transported for compensation, and ending when the last passenger departs from the transportation network automobile.

(2) A dependent relative referred to in paragraph 1(2)(c)(ii) of this Section D

(a) who is the owner of an automobile insured under a contract, or

(b) who sustains bodily injuries or dies as the result of an accident while driving, being carried in or upon or entering or getting on to or alighting from the dependent relative's uninsured automobile,

shall be deemed not to be a dependent relative for the purposes of this section.

3. Limits and Exclusions

(1) The Insurer is not liable under subsection 2(1) of this Section D

(a) in any event to pay in respect of any one accident a total amount in excess of the minimum limit for a contract evidenced by a motor vehicle liability policy established under subsection 125(1) of the ***Insurance Act***

(b) where an accident occurs in a jurisdiction other than Nova Scotia, to pay in respect of the accident a total amount in excess of

(i) the minimum limit for motor vehicle liability insurance coverage in the other jurisdiction, or

(ii) the minimum limit referred to in paragraph (a),

whichever is less, regardless of the number of persons sustaining bodily injury or death or the amount of damages

for accidental damage to the insured automobile or its contents or both the insured automobile and its contents,

(c) to make any payment to a claimant who claims damages resulting from an accident that occurred in a jurisdiction in which the claimant may make a valid claim for payment of such damages from an unsatisfied judgment fund or similar fund,

(d) to make any payment to a claimant who is legally entitled to recover a sum of money under the third party liability section of any motor vehicle liability policy,

(e) to make any payment to a claimant who would otherwise be legally entitled to recover a sum of money under any contract of insurance as a result of the accident, other than money payable on death, that exceeds the sum that the person is legally entitled to recover under subsection 2(1) of this section,

(f) subject to paragraphs (a), (b) and (e) of this subsection, to pay a claimant with respect to any one accident a sum in excess of the difference between the sum that the claimant is legally entitled to recover as damages from the owner or driver of the automobile and the sum that the claimant is otherwise legally entitled to recover under any valid contract of insurance, other than money payable on death, as a result of the accident,

(g) to pay a claimant the first two hundred and fifty dollars in respect of any damages for accidental damage to the insured automobile or its contents or to both the insured automobile and its contents, resulting from any one accident, and

(h) to make any payment respecting bodily injury, death or damage caused directly or indirectly by radioactive material.

(2) Where, by reason of any one accident, liability results from bodily injury or death and from damage to the insured automobile or its contents or to both the insured automobile and its contents

(a) claims arising out of bodily injury or death have priority to the extent of ninety-five per cent of the total amount legally payable under this policy over claims arising out of damage to the insured automobile or its contents or to both the insured automobile and its contents, and

(b) claims arising out of damage to the insured automobile or its contents or to both the insured automobile and its contents have priority to the extent of five per cent of the total amount legally payable under this policy over claims arising out of bodily injury or death.

4. Accidents Involving Unidentified Automobiles

Where bodily injuries to or the death of a person insured under this policy results from an accident involving an unidentified automobile, the claimant or a person acting on behalf of the claimant shall

(1) report the accident within twenty-four hours after the accident or as soon after that period as practicable to a peace officer, a judicial officer or an administrator of motor vehicle laws,

(2) deliver to the Insurer within thirty days after the accident or as soon after that period as practicable a written notice, stating that the claimant has a cause of action arising out of the accident for damages against a person whose identity cannot be ascertained and setting out the facts in support of the cause of action, and

(3) at the request of the Insurer, make available for inspection by the Insurer, where practicable, any automobile involved in the accident in which the person insured under this policy was an occupant at the time of the accident.

5. Determination of Legal Liability and Amount of Damages

(1) Issues as to whether or not a claimant is legally entitled to recover damages and as to the amount of such damages shall be determined

(a) by written agreement between the claimant and the Insurer,

(b) at the request of the claimant and with the consent of the Insurer, by arbitration by

(i) one person, if the parties are able to agree on such person, or

(ii) where the parties are unable to agree on one person, three persons, one of whom is chosen by the claimant, one of whom is chosen by the Insurer and one of whom is selected by the two persons so chosen, or

(c) subject to subsection (3), by the Supreme Court of Nova Scotia in an action brought against the Insurer by the claimant.

(2) The ***Arbitration Act*** applies to an arbitration under paragraph (1)(b).

(3) An Insurer may, in its defense of an action referred to in paragraph (1)(c), contest the issue of

(a) the legal entitlement of the claimant to recover damages, or

(b) the amount of damages payable,

only if such issue has not already been determined in a contested action in the Supreme Court of Nova Scotia.

6. Notice and Proof of Claim

(1) A person claiming damages for bodily injury to or the death of a person resulting from an accident involving an uninsured automobile or unidentified automobile or a person acting on behalf of the claimant shall

(a) within thirty days after the date of the accident or as soon after that period as practicable, give written notice of the claim to the Insurer by delivering it personally or by sending it by registered mail to the chief agent or head office of the Insurer in Nova Scotia,

(b) within ninety days after the date of the accident or as soon after that period as practicable, deliver to the Insurer as fully detailed a proof of claim as is reasonably possible in the circumstances respecting the events surrounding the accident and the damages resulting from it,

(c) provide the Insurer, at the Insurer's request, with the certificate of a medical practitioner legally qualified to practice medicine, describing the cause and nature of the bodily injury or death to which the claim relates and the duration of any disability resulting from the accident, and

(d) provide the Insurer with details of any policies of insurance, other than life insurance, to which the claimant may have recourse.

(2) Subsection 4 of Section F – Mandatory Conditions applies with the necessary modifications where a claimant claims damages for accidental damage to an insured automobile or its contents or to both an insured automobile and its contents.

7. Notice of Legal Proceeding

(1) A claimant who is a person insured under this policy or is a person claiming damages for bodily injury to or the death of a person insured under this policy and who commences an action or other legal proceeding seeking damages against another person owning or operating an automobile involved in the accident shall immediately deliver a copy of the notice of action or other originating process to the chief agent or head office of the insurer in Nova Scotia by delivering it personally or by sending it by registered mail.

(2) Subject to subsection (3), if a claimant referred to in subsection (1) obtains a judgment against the other person referred to in subsection (1) and is unable to recover all or a portion of the sum awarded to the claimant in the judgment, the Insurer shall, at the claimant's request, pay to the claimant the sum or portion of the sum remaining due.

(3) Before making payment under subsection (2), the Insurer may require the claimant to assign the claimant's judgment to the Insurer and the Insurer shall account to the claimant for any recovery it makes under the judgment of a sum in excess of the total of the sum paid to the claimant, after deducting the Insurer's costs.

8. Physical or Mental Examinations and Autopsies

(1) The Insurer has the right and the claimant shall afford the Insurer an opportunity

(a) to conduct a physical or mental examination of any person insured under this policy to whom the claimant's claim relates at the time and as often as the Insurer reasonably requires and while the claim is pending, and

(b) where a claim relates to the death of a person insured under this policy, to initiate an autopsy at the Insurer's expense subject to the law relating to autopsies.

(2) The Insurer shall provide the claimant, at the claimant's request, with a copy of any medical, psychological or autopsy report relating to an examination or autopsy under subsection (1).

9. Limitations

(1) No person shall commence an action to recover the amount of a claim provided for under this policy and under subsection 139(2) of the ***Insurance Act*** unless the requirements of this section have been complied with.

(2) Every action or other legal proceeding against an insurer for the recovery of an amount of damages shall be commenced within two years after the date on which the cause of action against the Insurer arose and not afterward.

10. Limitation of Benefit Payable

A claimant who is entitled to claim under more than one policy providing insurance of the type provided for under subsection 139(2) of the ***Insurance Act*** may not recover an amount exceeding the amount which the claimant would be entitled to receive if the claimant were entitled to recover under only one of the policies.

SECTION E – GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

1. Territory

This policy applies only while the automobile is being operated, used, stored or parked within Canada, the United States of America or upon a vessel plying between ports of those countries.

2. Occupant Defined

In this policy the word "occupant" means a person driving, being carried in or upon or entering or getting on to or alighting from an automobile.

3. Consent of Insured

No person shall be entitled to indemnity or payment under this policy who is an occupant of any automobile at the time of the accident and who knew or ought reasonably to have known that the operator was operating the automobile without the owner's consent.

4. Garage Personnel Excluded

No person who is engaged in the business of selling, repairing, maintaining, storing, servicing or parking automobiles shall be entitled to indemnity or payment under this policy for any loss, damage, injury or death sustained while engaged in the use or operation of or while

working upon the automobile in the course of that business or while so engaged is an occupant of the described automobile or a newly acquired automobile as defined in this policy, unless the person is the owner of such automobile or his employee or partner.

5. Automobile Defined

In this policy except where stated to the contrary the words "the automobile" mean:

(1) Under Sections A (Third Party Liability), A.1 (Direct Compensation – Property Damage), B (Mandatory Accident Benefits), C (Loss of or Damage to Insured Automobile), D (Uninsured and Unidentified Automobile Coverage)

(a) the "described automobile" which is an automobile, and trailer or semitrailer specifically described in this policy or within the description of insured automobiles set forth therein;

(b) a "newly acquired automobile" which is an automobile, ownership of which is acquired by the insured and, within fourteen days following the date of its delivery to him, notified to the Insurer in respect of which the insured has no other valid insurance, if either it replaces an automobile described in the application or the Insurer insures (in respect of the section or subsection of the Insuring Agreements under which claim is made) all automobiles owned by the insured at such delivery date and in respect of which the insured pays any additional premium required; provided however, that insurance hereunder shall not apply if the insured is engaged in the business of selling automobiles;

(2) **and under Sections A (Third Party Liability), A.1 (Direct Compensation – Property Damage), B (Mandatory Accident Benefits), D (Uninsured and Unidentified Automobile Coverage) only**

(a) a "temporary substitute automobile" which is an automobile not owned by the insured, nor by any person or persons residing in the same dwelling premises as the insured, while temporarily used as the substitute for the described automobile which is not in use by any person insured by this policy, because of its breakdown, repair, servicing, loss, destruction or sale;

6. Two or More Automobiles

(1) When two or more automobiles are described hereunder, (a) with respect to the use or operation of such described automobiles, each automobile shall be deemed to be insured under a separate policy; (b) with respect to the use or operation of an automobile not owned by the insured, the limit of the Insurer's liability shall not exceed the highest limit applicable to any one described automobile.

(2) A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be one automobile with respect to the limit(s) of liability under Sections A (Third Party Liability), B (Mandatory Accident Benefits) and D (Uninsured and Unidentified Automobile Coverage) and separate automobiles with respect to the limit(s) of liability, including any deductible provisions, under Section A.1 (Direct Compensation – Property Damage) and C (Loss of or Damage to Insured Automobile).

7. War Risks Excluded

The Insurer shall not be liable under Section A.1 (Direct Compensation – Property Damage), B (Mandatory Accident Benefits), C (Loss of or Damage to Insured Automobile) or D (Uninsured and Unidentified Automobile Coverage) of this policy for any loss, damage, injury or death caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by operation of armed forces while engaged in hostilities, whether war be declared or not.

8. Excluded Uses

Unless coverage is expressly given by an endorsement of this policy, the Insurer shall not be liable under this policy while,

(1) the automobile is rented or leased to another person;

(2) the automobile is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto.

(3) the automobile is used as a taxicab, public omnibus, livery, jitney or sightseeing conveyance.

9. DEFINITIONS

In this Policy:

(1) "transportation network" means any online enabled application, digital platform, software, website, or any other system offered, used or operated by a transportation network company and that is used by persons to prearrange the transportation of passenger(s) for compensation in a transportation network automobile.

(2) "transportation network automobile" means an automobile used to provide prearranged transportation of passenger(s) for compensation through the use of a transportation network.

(3) "transportation network company" means a company, partnership, sole proprietorship, association or other entity or individual that connects passenger(s) with transportation network drivers for prearranged transportation exclusively through the offering, use or operation of a transportation network.

(4) "transportation network driver" means a person authorized by a transportation network company to use a transportation network automobile to provide prearranged transportation of passenger(s) for compensation through the use of a transportation network.

(5) "transportation network automobile owner" means the owner of a transportation network automobile, or if the transportation automobile is leased, the lessee and lessor of the transportation network automobile.

10. ADDITIONAL INSUREDS

The insurer agrees to indemnify as an insured person every transportation network driver and every transportation network automobile owner; however, transportation network drivers and transportation network automobile owners shall not have the right to cancel, renew, or otherwise amend this contract.

SECTION F – MANDATORY CONDITIONS

In these Mandatory Conditions, unless the context otherwise requires, the word "insured" means a person insured by this contract whether named or not.

1(1) Material change in risk

The insured named in this contract shall promptly notify the insurer, or its local agent, in writing, of any change in the risk material to the contract and within his knowledge.

(2) Without restricting the generality of the foregoing, the words "change in the risk material to the contract" include

(a) any change in the insurable interest of the insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the ***Bankruptcy Act*** **(Canada)**;

and, with respect to insurance against loss of or damage to the automobile,

(b) any mortgage, lien or encumbrance affecting the automobile after the application for this contract;

(c) any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

2(1) Prohibited use by insured

The insured shall not drive or operate the automobile

(a) unless he is for the time being either authorized by law or qualified to drive or operate the automobile;

(b) while his license to drive or operate an automobile is suspended or while his right to obtain a license is suspended or while he is prohibited under order of any court from driving or operating an automobile;

(c) while he is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him;

(d) for any illicit or prohibited trade or transportation; or

(e) in any race or speed test.

(2) Prohibited use by others

The insured shall not permit, suffer, allow or connive at the use of the automobile

(a) by any person

(i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile;

(ii) while that person is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a license or permit to drive an automobile may be issued to him;

(b) by any person who is a member of the household of the insured while his license to drive or operate an automobile is suspended or while his right to obtain a license is suspended or while he is prohibited under order of any court from driving or operating an automobile;

(c) for any illicit or prohibited trade or transportation; or

(d) in any race or speed test.

3(1) Requirements where loss or damage to persons or property

The insured shall

(a) promptly give to the insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property, and of any claim made on account of the accident;

(b) verify by statutory declaration, if required by the insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and

(c) forward immediately to the insurer every letter, document, advice or legal process received by him from or on behalf of the claimant.

(2) The insured shall not

(a) voluntarily assume any liability or settle any claim except at his own cost; nor

(b) interfere in any negotiations for settlement or in any legal proceeding.

(3) The insured shall, whenever requested by the insurer, aid in securing information and evidence and the attendance of any witness, and shall co-operate with the insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

4(1) Requirements where loss or damage to the automobile –

Where loss of or damage to the automobile occurs, the insured shall, if the loss or damage is covered by this contract,

(a) promptly give notice thereof, in writing to the insurer, with fullest information obtainable at the time;

(b) at the expense of the insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and

(c) deliver to the insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge or belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile, and that the loss or damage did not occur through any willful act or neglect, procurement, means or connivance of the insured.

(2) Any further loss or damage accruing to the automobile, directly or indirectly from a failure to protect it as required under subcondition (1) of this condition, is not recoverable under this contract.

(3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed.

(a) without the written consent of the insurer; or

(b) until the insurer has had a reasonable time to make the examination for which provision is made in Mandatory Condition 5.

(4) Examination of insured

The insured 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 his possession or control that relate to the matters in question; and he shall permit extracts and copies thereof to be made.

(5) Insurer liable for cash value of automobile

The insurer shall not be liable for more than the actual cash value of the automobile at any time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that actual cash value with proper deduction for depreciation, however caused, and shall not exceed the amount that it would cost to repair or replace the automobile, or any part thereof, with material of like kind and quality; but if any part of the automobile is obsolete and out of stock, the liability of the insurer in respect thereof shall be limited to the value of that part at the time of loss or damage not exceeding the maker's latest list price.

(6) Repair or replacement –

Except where an appraisal has been made, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality, if, within seven days after the receipt of the proof of loss, it give written notice of its intention to do so.

(7) No Abandonment; salvage –

There can be no abandonment of the automobile to the insurer without its consent. If the insurer exercises the option to replace the automobile, or pays the actual cash value of the automobile, the salvage, if any, shall vest in the insurer.

(8) In case of disagreement –

In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by appraisal as provided under the ***Insurance Act*** before there can be recovery under this contract, whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until after proof of loss has been delivered and until a specific demand therefor is made in writing.

5. Inspection of automobile –

The insured shall permit the insurer at all reasonable times to inspect the automobile and its equipment.

6(1) Time and manner of payment of insurance money

The insurer shall pay the insurance money for which it is liable under this contract within sixty days after the proof of loss has been received by it or, where an appraisal is made under, subcondition (8) of Mandatory Condition 4, within fifteen days after the award is rendered by the appraisers.

(2) When action may be brought –

The insured shall not bring an action to recover the amount of a claim under this contract unless the requirements of Mandatory Conditions 3 and 4 are complied with nor until the amount of the loss has been ascertained as therein provided, or by a judgment against the insured after trial of the issue, or by agreement between the parties with the written consent of the insurer.

(3) Limitation of actions –

Every action or proceeding under the contract against the insurer in respect of a claim for indemnif cation for liability of the insured for loss or damage to property of another person or for personal injury to or death of another person shall be commenced within two years after the liability of the insured is established by a court of competent jurisdiction and not afterwards. Every other action or proceeding against the insurer under the contract in respect of loss or damage to the automobile shall be commenced within two years from the time the loss or damage was sustained and not afterwards.

7. Who may give notice and proofs of claim –

Notice of claim may be given and proofs of claim may be made by the agent of the insured named in this contract in case of absence or inability of the insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

8(1) Termination –

This contract may be terminated,

(a) by the insurer giving to the insured fifteen days' notice of termination by registered mail, or five days' written notice of termination personally delivered;

(b) by the insured at any time on request.

(2) Where this contract is terminated by the insurer,

(a) the insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund shall be made as soon as practicable.

(3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but, in no event shall the short rate premium for the time expired be deemed to be less than any minimum retained premium specified.

(4) The refund may be made by money, postal or express company money order, or by cheque payable at par.

(5) The fifteen days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

9. Notice

Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in this Province. Written notice may be given to the insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address notified to the insurer. In this condition the expression "registered" means registered in or outside Canada.

10(1) Limitation where seat belt not worn –

Unless exempt by law from the requirement in the ***Motor Vehicle Act*** to wear a seat belt, where an injured person was not wearing a seat belt at the time of an incident, there shall be a reduction of at least twenty-five per cent in damages for bodily injury or death arising directly or indirectly from the use or operation of an automobile in respect of the incident.

(2) In this condition "seat belt" has the same meaning as defined in the ***Motor Vehicle Act***.

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RAINFOREST ALLIANCE CERTIFIED

N.S.E.F. No. 44
FAMILY PROTECTION ENDORSEMENT

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 or common law partner 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 or common law partner of the named insured for financial support, or

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

(ii) A parent or relative,

(1) of the named insured, or

(2) of the spouse or common law partner of the named insured,

residing in the same dwelling premises and principally dependent upon the named insured or the spouse or common law partner 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" mean 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 or common law partner if residing in the same dwelling premises and any dependent relative of either, while

(1) an occupant of the described automobile, a newly 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 or common law partner if residing in the same dwelling premises, and any dependent relative of either, while

(1) an occupant of the described automobile, a newly 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 the 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 or common law partner" 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 cohabitating or have cohabitated within the preceding year, and includes,
  (iv) either of a man and woman 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 amount 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) an 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 motorist coverage of a motor vehicle liability policy ;
  (vi) any 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 of 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 limits 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 ELGIBILE 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 the 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 entirely 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 include 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 examinations 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 any 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 rate 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 by in no event shall the aggregate payment under all such insurances excess 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. ASSIGNEMENT 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 judgment 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 PROVISIONS

If more than one automobile is insured under the policy, this endorsement shall apply only to the automobile(s) against which N.S.E.F. No. 44 is designated in the schedule of automobiles forming part of this policy. If N.S.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.S.E.F. No. 44 is applicable, subject always to the provisions of paragraph 7 hereof.

This endorsement is attached to an 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.S.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 definitions of ‘dependent relative’ the following:

   (i) any relative of the named insured, or of the spouse or common law partner 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 or common law partner 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.