economical

QUEBEC AUTOMOBILE INSURANCE POLICY (OWNER'S FORM) Q.P.F. NO. 1

approved by the Autorité des marchés financiers

DEFINITY INSURANCE COMPANY
(HEREINAFTER CALLED THE INSURER)

HEAD OFFICE: WATERLOO, ON

DECLARATIONS

BROKER	Aon Reed Stenhouse 8418	REPLACING POLICY NUMBER	POLICY NUMBER 6962303
ITEM 1. NAME AND ADDRESS OF THE **NAMED INSURED**	Uber Canada Inc., Uber Holdings Canada Inc, Uber Raiser Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., Uber Technologies Inc., each registered driver and, if a registered -driver uses a vehicle which they do not own to provide remunerated passenger transportation services requested exclusively using the Uber Canada Inc. mobile application, the **owner** of that vehicle.	ITEM 2. POLICY PERIOD	

FROM*	EFFECTIVE DATE			TO	EXPIRY DATE		
	DAY	MONTH	YEAR		DAY	MONTH	YEAR
	1	09	2026		1	09	2027

EXCLUSIVELY *AT 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE **NAMED INSURED.**

THE **DESCRIBED VEHICLE** IS AND WILL BE MAINLY USED, STORED AND PARKED IN THE TOWN/CITY AND PROVINCE SHOWN IN ITEM 1, IF NOT, THE **CLIENT** OR THE **NAMED INSURED** MUST SO DECLARE.

ITEM 3 – PARTICULARS OF THE **DESCRIBED VEHICLES**

CAR CODE	YEAR	TRADE NAME	MODEL NAME, NUMBER, OR C.C.	SERIAL NUMBER	USE OF VEHICLE	DISTANCE TO WORK

Particulars of the **described vehicle**: Vehicles used by registered drivers to provide remunerated passenger transportation services requested exclusively using the Uber Canada Inc. mobile application.

Notwithstanding the foregoing, for any vehicles attached under a taxi owner's permit and/or a taxi driver's permit and used by registered drivers to provide remunerated passenger transportation services requested exclusively using the Uber Canada Inc. mobile application, the coverage provided by this policy is excess to any coverages available to the drivers or owners of the vehicles attached to a taxi owner's permit and/or a taxi driver's permit. The meaning of taxi owner's permit and taxi driver's permit shall have the same meaning as outlined in the Act Respecting Transportation Services by Taxi.

For Clarity, all references to remunerated passenger transportation services in this certificate, attached policy wordings and endorsements shall also include remunerated transportation services, inclusive of delivery, if the services are requested exclusively using the Uber Canada Inc. mobile application.

Creditor entitled to the indemnities under Section B, to the extent of the creditor's interest: The creditor that, on the date of **loss**, is entitled to the indemnities under Section B in accordance with the personal insurance policy insuring the vehicle used by the registered -driver.

ITEM 4 – THE PERILS COVERED BY THE INSURANCE CONTRACT ARE THOSE FOR WHICH AN **AMOUNT OF INSURANCE,** A **DEDUCTIBLE** OR AN **INSURANCE PREMIUM** IS SHOWN IN THE TABLE BELOW. COVERAGE IS SUBJECT TO THE CONDITIONS SET OUT IN THE INSURANCE CONTRACT.

COVERAGE AND PERILS	SECTION A CIVIL LIABILITY		Q.E.F.34 ACCIDENT BENEFITS INSURANCE			SECTION B DAMAGE TO INSURED VEHICLES			
			DIVISION 1		DIVISION 2	PROTECTION 1	PROTECTION 2	PROTECTION 3	PROTECTION 4
	PROPERTY DAMAGE OR INJURY TO ANOTHER PERSON		SUBDIVISION A & B	SUBDIVISION C	TOTAL DISABILITY BENEFITS	"ALL PERILS"	COLLISION AND UPSET	ALL PERILS OTHER THAN COLLISION OR UPSET	SPECIFIED PERILS
			DEATH AND DISMEMBERMENT BENEFITS	REINBURSEMENT OF MEDICAL EXPENSES		DEDUCTIBLE PER LOSS			
	VEH NO		PRINCIPAL SUM	MAXIMUM	MAXIMUM PER WEEK				
AMOUNT OF INSURANCE		$1,000,000 during the "coverage period" as defined in the Endorsement Form attached to the insurance contract					As per Endorsement Form attached to the insurance contract	As per Endorsement Form attached to the insurance contract	
INSURANCE PREMIUM									

ITEM 5 – THE **NAMED INSURED** IS BOTH THE ACTUAL OWNER AND THE REGISTERED OWNER OF THE **DESCRIBED VEHICLE.** IF NOT, THE NAMES OF THE ACTUAL OWNER AND THE REGISTERED OWNER MUST BE DECLARED TO THE **INSURER.**

TERR	CLASS SEC A	CLASS SEC C	GROUP A	GROUP B

VEH NO	ENDORSEMENTS (No. and Name, Including Limit If Applicable)	ENDORSEMENT PREMIUM	TOTAL INSURANCE PREMIUM
	Q.E.F. No 25 – Changes to the Declarations Clarification concerning the "Declarations" 1. Item 1 from the abovementioned form modifying the "Declarations", is amended to clarify that only the registered drivers, if they are the owners, or the owners of the vehicles used by the registered drivers, to provide remunerated passenger transportation services requested exclusively using the Uber Canada Inc. mobile application, must be considered as the actual owners of said vehicles. 2. Item 7 from Section B : Coverage for damage to insured vehicles (optional insurance) and the definition of deductible contained in the Quebec Automobile Insurance Policy Form (Q.P.F. No. 1) are modified ensuring that the registered -drivers are the only named insureds responsible to assume the deductible for the application protection in case of damage. 3. Item 9 contained under the General Conditions of the Quebec Automobile Insurance Policy Form (Q.P.F. No. 1) is modified to ensure that the notices intended for the named insureds, shall be directly sent to Uber Canada Inc. which mandated the registered -drivers and the owners of the vehicles used to provide remunerated passenger transportation services requested exclusively using the Uber Canada Inc. mobile application, to receive said notices on behalf of all named insureds. 4. Items 2 and 3 contained in the "Effective date, Renewal and Expiry of Insurance Contract: of the Quebec Automobile Policy Form (Q.P.F. No. 1) are modified to ensure that Uber Canada Inc. is the sole named insured authorized to renew, cancel or to do a modification request concerning the automobile insurance policy, and to receive a refund of insurance premium from the Insurer, whenever necessary, in compliance with the mandate given by all other named insureds, to Uber Canada Inc. The validity of the present contract is subject to Uber Canada Inc.'s right to operate its remunerated passenger transportation services in Quebec being maintained at all times. All other conditions of the insurance contract remain the same.		OBJECT OF PRESENT DOCUMENT

IN WITNESS WHEREOF THE INSURER HAS EXECUTED THIS POLICY AS EVIDENCED BY THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF THE INSURER

President and Chief Executive Officer

As required under Article 177 of the **Automobile Insurance Act**, information in relation with losses you, and drivers of your automobile, may incur will be transmitted by us and third party insurers to the Autorité des marchés financiers, and possibly to other insurers. You and those drivers have the rights of access and correction provided for by the **Act respecting Access to documents held by public bodies and the Protection of personal information.**

As required under section 179.2 of the **Automobile Insurance Act**, you are hereby advised that information obtained from the Fichier central des sinistres automobile (claims master file) of the Autorité des marchés financiers was taken into consideration in determining the rates at issuance or renewal of this policy.

CANCELLATION OF POLICY

We hereby agree that this policy issued by the Insurer as stated in the declarations in the name of the Insured together with renewal certificates relating thereto, be declared null and void as from

Day _____ Month _____ Year _____

And that the Insurer be relieved from all liability thereunder as from said date.

Signature of Insured _____ Signature of Witness _____ Signature of Mortgagee _____

SHORT RATE CANCELLATION TABLE (Except Motorcycles and Snowmobiles)

Days in Force		% retained	Days in Force		% retained	Days in Force		% retained	Days in Force		% retained	Days in Force		% retained	Days in Force		% retained
6 Mths	1 Year		6 Mths	1 Year		6 Mths	1 Year		6 Mths	1 Year		6 Mths	1 Year		6 Mths	1 Year	
	1-4 5-8	12 13	18-19 20-21	65-66 69-72	28 29	52-53 54-55	129-132 133-136	44 45	86-88 89-90	193-196 197-200	60 61	121-122 123-124	257-260 261-264	76 77	155-156 157-158	321-324 325-328	92 93
	9-12 13-16	14 15	22-23 24-25	73-76 77-80	30 31	56-58 59-60	137-140 141-144	46 47	91-92 93-94	201-204 205-208	62 63	125-126 127-128	265-268 269-272	78 79	159-161 162-163	329-332 333-336	94 95
	17-20 21-24	16 17	26-27 28-30	81-84 85-88	32 33	61-62 63-64	145-148 149-152	48 49	95-96 97-98	209-212 213-216	64 65	129-131 132-133	273-276 277-280	80 81	164-165 166-167	337-340 341-344	96 97
	25-28 29-32	18 19	31-32 33-34	89-92 93-96	34 35	65-66 67-68	153-156 157-160	50 51	99-100 101-103	217-220 221-224	66 67	134-135 136-137	271-284 285-288	82 83	168-169 170-171	345-348 349-352	98 99
1-2 3-4	33-36 37-40	20 21	35-36 37-38	97-100 101-104	36 37	69-70 71-73	161-164 165-168	52 53	104-105 106-107	225-228 229-232	68 69	138-139 140-141	289-292 293-296	84 85	172-183	353-365	100
5-6 7-8	41-44 45-48	22 23	39-40 41-42	105-108 109-112	38 39	74-75 76-77	169-172 173-176	54 55	108-109 110-111	233-236 237-240	70 71	142-143 144-146	297-300 301-304	86 87			
9-10 11-12	49-52 53-56	24 25	43-45 46-47	113-116 117-120	40 41	78-79 80-81	177-180 181-184	56 57	112-113 114-116	241-244 245-248	72 73	147-148 149-150	305-308 309-312	88 89			
13-15 16-17	57-60 61-64	26 27	48-49 50-51	121-124 125-128	42 43	82-83 84-85	185-188 189-192	58 59	117-118 119-120	249-252 253-256	74 75	151-152 153-154	313-316 317-320	90 91			

SHORT RATE CANCELLATION TABLE - (% OF ANNUAL PREMIUM TO BE RETAINED)

Month	January	February	March	April	May	June	July	August	September	October	November	December
Motorcycles	0	0	5%	10%	10%	20%	20%	20%	10%	5%	0	0
Snowmobiles	25%	25%	15%	0	0	0	0	0	0	0	10%	25%

QUEBEC AUTOMOBILE INSURANCE POLICY FORM

(Q.P.F.)

No. 1
Owners' Form

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INTRODUCTION

The following is to provide general explanations concerning the insurance contract to make it easier to understand. These explanations must not be used to create any right or coverage.

In case of any ambiguity or discrepancy between the introduction and the laws applicable to the insurance contract, the terms of the laws will prevail.

1. DOCUMENTS INCLUDED IN INSURANCE CONTRACT

The following documents form part of the insurance contract:

- This document, i.e., the "Quebec Automobile Insurance Policy Form (Q.P.F.) No. 1 – *Owners' Form,"* a standard document approved by the Autorité des marchés financiers.

  Note that the "*Declarations*" section of this insurance policy contains information specific to the **named insured**.
- The **endorsements** listed in Item 4, "*Declarations.*"

Below is useful information to help understand the insurance contract:

- Refer to the "*Table of Contents*" to see how the insurance contract is structured and to locate specific information.
- Words and expressions in bold throughout this document and in the **endorsements** are explained in the "*Definitions*" section. Note that the **endorsements** may include their own definitions.
- The insurance contract should be read as a whole. Consequently, clauses should be interpreted as they relate to each other and considering the entire insurance contract.
- Coverages described in Section A and Section B are different and apply separately.
- Words in the singular include the plural.

2. OBLIGATION TO INFORM INSURER

Both before the contract is made and after, any and all information that may influence the risk must be reported to the **insurer**. Such information must also be reported upon renewal of the insurance contract.

In case of doubt over the obligation to report specific information, it is advisable to contact the **insurer**.

Among other information, the following must be reported:

- Any change in the use of the **described vehicle**.
- If any persons other than the **named insured** drive the **described vehicle**.
- Any automobile accident or any **loss** that occurred in the past.
- Any conviction for an offence under the *Highway Safety Code*.
- Any criminal conviction.
- Any change or addition to the **described vehicle**.
- Any change to the personal circumstances of the **named insured** or drivers.

The obligation to inform the **insurer** is detailed in Article 5, "*General conditions.*"

DECLARATIONS

ITEM 1

Name and address of the **named insured**:

The **described vehicle** is and will be mainly used, stored and parked in the town/city and province shown in Item 1. If not, the **client** or the **named insured** must so declare.

ITEM 2

Contract period:
From _____* to _____* exclusively.

*at 12:01 A.M. standard time at the address of the **named insured**.

ITEM 3

Particulars of the **described vehicle**:

Creditor entitled to the indemnities under Section B, to the extent of the creditor's interest:

ITEM 4

The perils covered by the insurance contract are those for which an **amount of insurance**, a **deductible** or an **insurance premium** is shown in the table below. Coverage is subject to the conditions set out in the insurance contract.

COVERAGE	PERILS	AMOUNT OF INSURANCE AND DEDUCTIBLE	INSURANCE PREMIUM
Section A: Civil liability	**Property damage** or **bodily injury** to **another person**	**Amount of insurance**: $	$
Section B: Damage to insured vehicles	Protection 1: "All perils"	**Deductible** per **loss**: $	$
	Protection 2: Collision and upset	$	$
	Protection 3: All perils other than collision or upset	$	$
	Protection 4: Specific perils	$	$
Endorsements:			$
Due date for payment of **insurance premiums**:		Total:	$

ITEM 5

The **named insured** is both the actual owner and the registered owner of the **described vehicle**. If not, the following information must be provided:

Actual owner:

Registered owner:

ITEM 6

Important statements for analyzing the risk:

ITEM 7

Information for the **named insured**:

Name of insurance broker or agent:

Address of insurance broker or agent:

SECTION A:
COVERAGE FOR CIVIL LIABILITY ARISING FROM PROPERTY DAMAGE AND BODILY INJURY CAUSED TO ANOTHER PERSON
(MANDATORY INSURANCE)

1. INSURED PERSONS

The persons insured under Section A are as follows:

- the **named insured**;
- any person who drives an insured vehicle; and
- any person who uses an insured vehicle. Any person who operates a part of an insured vehicle is deemed to be using that vehicle.

The legal representatives and succession of such persons are also insured.

A person who steals or assists in stealing an insured vehicle is not insured.

2. INSURED VEHICLES

Unless the context indicates otherwise, the expression "insured vehicle" under Section A refers to the following:

A. **Described vehicle**.

B. **Vehicle of which the named insured has recently become the owner**, subject to the conditions set out in that definition.

C. **Temporary replacement vehicle**, subject to the conditions set out in that definition.

D. **Vehicle of which the named insured is not the owner**, subject to the conditions set out in that definition.

E. **Trailer or semi-trailer of which the named insured is the owner**, subject to the conditions set out in that definition.

F. Trailer or semi-trailer of which the **named insured** is not the **owner** and that is used with a **vehicle** insured under the insurance contract.

3. PRINCIPAL COVERAGE

3.1 Description of principal coverage

Section A covers the following risk: the financial consequences that an insured person may incur if held civilly liable for **damage** caused to **another person** by an insured vehicle.

The insured person's civil liability must arise from the fact that he or she is the **owner** of the vehicle or was driving or using it.

3.2 Clarification concerning damage

3.2.1 Damage caused to trailers or semi-trailers of which insured persons are not the owners

When **damage** is caused to a trailer or semi-trailer of which an insured person is not the **owner** and:

- the trailer or semi-trailer is attached to a **motor vehicle used for personal purposes** and insured under this Section A; or
- it is not attached to a **motor vehicle used for personal purposes**, provided that it is usually attached to such a vehicle;

the financial consequences suffered by the insured person will be covered if the trailer or semi-trailer is not designed or used either to carry passengers or for demonstration, sales, office or dwelling purposes.

3.2.2 Damage under the Direct Compensation Agreement

When **property damage** is caused to an insured person and if the *Direct Compensation Agreement* made in accordance with the *Automobile Insurance Act* applies, this damage will be covered under Section A.

3.2.3 Damage caused to another named insured

When a **named insured** suffers **damage** caused by another **named insured**, the person who suffers the **damage** will be deemed to be **another person** and may therefore be indemnified by the **insurer** under Section A.

4. ADDITIONAL COVERAGES

When the principal coverage applies, Section A will include the following additional coverages:

4.1 Protection and defence of insured persons' interests

When a **loss** is reported, the **insurer** will protect the interests and assume the defence of the insured persons.

The **insurer** is free to act as it wishes with regard to investigation, transaction or settlement.

However, the **insurer** may not raise any legal defence prohibited to insurers where the **loss** occurred.

4.2 Bearing certain costs related to legal action

When an insured person is sued, the **insurer** will bear

- the costs and expenses arising from the lawsuit; and
- any interest on the **amount of insurance**.

4.3 Reimbursement of medical treatment

When **another person** suffers **bodily injury**, the **insurer** will reimburse expenses incurred by an insured person for immediately necessary medical treatment.

4.4 Bearing costs claimed by municipality

The **insurer** bears the costs claimed from the **named insured** by a municipality under the *Act respecting municipal taxation* and its regulations, if its fire protection service was called to prevent or fight any fire in an insured vehicle.

5. EXCLUSIONS

The following are excluded from coverage under Section A:

A. Any **bodily injury** when compensation is provided under:

- the *Automobile Insurance Act,*
- *An Act respecting industrial accidents and occupational diseases*, or
- the *Crime Victims Compensation Act*.

However, if the *Automobile Insurance Act* does not apply, coverage will be provided.

B. Any liability imposed under a worker's compensation act.

C. Any **bodily injury** caused to a person who is employed by an insured person and who is engaged in the operation or repair of an insured vehicle.

D. Any **damage** caused to a person who is engaged in a **garage business** while the insured vehicle is in the person's custody.

E. Any **loss** that occurs while the insured vehicle is:

- leased to **another person**;
- used as a taxicab, sightseeing vehicle, bus, coach or other chauffeur-driven vehicle;
- used to carry explosives;
- used to carry radioactive material for research, education, development, industrial or other related purposes.

The **insurer** may accept to insure the above situations by specifying them in "*Declarations*" or by way of an **endorsement**.

6. INDEMNITY PAYABLE BY INSURER

6.1 General rule

The indemnity payable by the **insurer** may not be greater than the **amount of insurance**, plus any expenses described under the additional coverages. This rule applies even if:

- there are more than one insured person or multiple interests;
- more than one person suffers **damage**;
- more than one insured person is civilly liable for **damage** arising from one and the same **loss**; and
- if damage differs in nature.

If more than one insured person are civilly liable for **damage** arising from one and the same **loss** and the **amount of insurance** is insufficient, the **named insured** will be given priority for coverage.

6.2 Adjustment of amount of insurance by law

If the **amount of insurance** is less than the minimum amount prescribed by the applicable laws regarding motor vehicle insurance which are in force where the **loss** occurred, the **amount of insurance** will be adjusted to comply with this minimum requirement.

6.3 Cases where insured persons must refund indemnity

If the **insurer** is required to indemnify **another person** under a legal provision regarding motor vehicle insurance and the **insurer** was not otherwise required to do so under the insurance contract, the insured persons agree to refund such indemnity to the **insurer**, upon request.

6.4 Limitation of amount of insurance for nuclear hazard

If **damage** arose out of the occurrence of a **nuclear hazard**, the applicable **amount of insurance** will be limited to the minimum amount prescribed by either of the following laws, depending on the type of **motor vehicle** involved in the **loss**:

- *Automobile Insurance Act*; or
- *An Act Respecting Off-highway Vehicles*.

6.5 Specific rules for vehicle of which the named insured has recently become the owner

A. The **vehicle of which the named insured has recently become the owner** will benefit from the same coverage as the **described vehicle**.

B. If the **named insured** has more than one **described vehicle** insured with the **insurer**, under one or more insurance contracts, the vehicle of which he or she has recently become the owner will be insured to the extent of the least of existing coverages on all such other vehicles.

6.6 Specific rules for temporary replacement vehicle

A. Any civil liability insurance contract issued to the **owner** of a **temporary replacement vehicle** applies first.

B. This Section A will apply only if the insurance of that **owner** is insufficient,
   - up to the **amount of insurance** on the **described vehicle**, and
   - only for the amount exceeding the obligation of the **owner**'s insurer.

   If the **named insured** has more than one **described vehicle** insured with the **insurer**, under one or more insurance contracts, the highest **amount of insurance** on those vehicles will apply.

6.7 Specific rules for vehicle of which named insured is not the owner

A. Any civil liability insurance contract issued to the **owner** of a **vehicle of which the named insured is not the owner** applies first.

B. This Section A will apply only if the insurance of that **owner** is insufficient,

- up to the **amount of insurance** on the **described vehicle**, and
- only for the amount exceeding the obligation of the **owner**'s insurer.

If the **named insured** has more than one **described vehicle** insured with the **insurer**, under one or more insurance contracts, the highest **amount of insurance** on those vehicles will apply.

C. For the four exceptions described in the definition of **vehicle of which the named insured is not the owner** and subject to the conditions set out therein, the **amount of insurance** is limited to the minimum amount prescribed by either of the following laws , depending on the type of **motor vehicle** involved in the **loss**:

- *Automobile Insurance Act*; or
- *An Act Respecting Off-highway Vehicles*.

6.8 Specific rules for trailers or semi-trailers attached to a motor vehicle

A. When one or more trailers or semi-trailers are attached to a **motor vehicle**, they will be held to be one and the same vehicle.

This rule means that, if **damage** is caused by the **motor vehicle**, trailer or semi-trailer, a single **amount of insurance** will apply, namely, the highest amount.

B. The same rule will apply if the vehicles are insured under different insurance contracts with the **insurer**.

C. For the four exceptions described in the definition of **vehicle of which the named insured is not the owner** and subject to the conditions set out therein, the **amount of insurance** is limited to the minimum amount prescribed by either of the following laws , depending on the type of **motor vehicle** involved in the **loss**:

- *Automobile Insurance Act*; or
- *An Act Respecting Off-highway Vehicles*.

6.9 Specific rules for insured vehicle in custody of a person engaged in a garage business

When **damage** is caused by an insured vehicle in the custody of a **garage business** at the time of **loss:**

A. The insurance contract of the person who engages in a **garage business** and in whose custody the vehicle has been placed applies first, provided such contract covers the person's civil liability without expressly designating the vehicles that are insured.

B. This Section A only applies if such person's insurance is insufficient,

- up to the applicable **amount of insurance**, and
- only for the amount exceeding the obligation of that person's insurer.

7. REPRESENTATION MANDATE

The insured persons authorize the **insurer** to represent them in any lawsuit brought against them in Canada or the United States.

The lawsuit must arise from the fact that the insured person is the **owner** of the insured vehicle or from the insured person having been driving or using it.

This representation mandate includes the right for the **insurer** to appear on behalf of the insured persons and to assume their defence.

The insured persons renounce their right to withdraw this mandate from the **insurer** without the **insurer**'s consent.

SECTION B:
COVERAGE FOR DAMAGE TO INSURED VEHICLES
(OPTIONAL INSURANCE)

1. INSURED PERSON

The insured person under Section B is the **named insured**.

*To determine which persons are insured when a **temporary replacement vehicle** is involved in a **loss**, refer to Article 5, Section B.*

2. INSURED VEHICLES

Unless the context indicates otherwise, the expression "insured vehicle" under Section B refers to the following vehicles:

A. **Described vehicle**.

B. **Vehicle of which the named insured has recently become the owner**, subject to the conditions set out in that definition.

3. PRINCIPAL COVERAGE

3.1 Description of principal coverage

Section B covers:

- any direct and accidental **damage** to an insured vehicle or its equipment and accessories; and
- the disappearance of an insured vehicle or its equipment and accessories.

The **damage** or disappearance must result from the occurrence of a peril covered by the applicable protection.

3.2 Description of protections

To determine which protection applies, refer to Item 4, "Declarations."

3.2.1 Protection 1 – "All perils" coverage

This protection covers **damage** caused by any type of peril. However, perils and **damage** as listed in Article 6, Section B are excluded.

3.2.2 Protection 2 – Coverage against perils of collision and upset

This protection covers **damage** caused by the perils of collision and upset.

"Collision" includes:

- any collision between an insured vehicle and the ground;
- any collision between two vehicles attached to each other; and
- any collision between an insured vehicle and a person or an animal.

"Upset" of an insured vehicle may be partial or total.

However, perils and **damage** as listed in Article 6, Section B are excluded.

3.2.3 Protection 3 - Coverage against perils other than collision or upset

This protection covers **damage** caused by perils other than collision or upset.

Coverage includes **damage** caused by the following perils:

- the perils listed in Protection 4;
- falling or flying objects;
- malicious mischief; and
- projectiles.

Like Protection 2, this protection also covers **damage** caused by a collision between an insured vehicle and a person or an animal.

However, perils and **damage** as listed in Article 6, Section B are excluded.

3.2.4 Protection 4 - Coverage against specific perils

This protection only covers **damage** caused by the following perils:

- attempted theft;
- civil commotion;
- earthquakes;
- explosions;
- falling or forced landing of aircraft or parts of aircraft;
- fire; hail;
- lightning;
- riots;
-

- rising water;
- stranding, sinking, burning, derailment or collision of any vehicle or vessel in or upon which an insured vehicle is being transported;
- theft; and
- windstorms.

However, perils and **damage** as listed in Article 6, Section B are excluded.

4. ADDITIONAL COVERAGES

When the principal coverage applies, Section B will include the following additional coverages:

4.1 Travel expenses due to theft of insured vehicle

If an insured vehicle is covered by Protection 1, Protection 3 or Protection 4 and can no longer be used by the **named insured** due to theft of the entire vehicle, the **insurer** will reimburse any expenses incurred for:

- leasing of **temporary replacement vehicle**;
- public transportation; and
- use of taxicab.

Upon submission of receipts, the above expenses will be reimbursed up to a maximum of $40 a day and $1,200 per **loss**.

This coverage only applies to expenses incurred 72 hours or more after the theft has been reported to the police or the **insurer**, even if the insurance contract has expired since the **loss**.

Expenses will no longer be eligible for reimbursement once:

- the insured vehicle has been replaced, or repaired if it was found damaged; or
- a settlement agreement for the **loss** has been reached before the insured vehicle is replaced or repaired.

4.2 Bearing costs claimed by municipality

The **insurer** bears the costs claimed from the **named insured** by a municipality under the *Act respecting municipal taxation* and its regulations, if its fire protection service was called to prevent or fight any fire in an insured vehicle.

4.3 Bearing other costs

The **insurer** will bear the following costs when the **named insured** is civilly liable:

- general average costs;
- salvage costs; and
- customs duties of Canada and the United States.

5. COVERAGE FOR TEMPORARY REPLACEMENT VEHICLES

The **insurer** will indemnify the **named insured** and the driver of a **temporary replacement vehicle** against the financial consequences they may incur when they are civilly liable for:

- direct and accidental **damage** to the vehicle; or
- disappearance of the vehicle.

Civil liability may be contractual or extracontractual.

The following conditions apply:

- the coverage applicable to the **temporary replacement vehicle**, i.e., coverage of the **described vehicle** that it replaces, must include the peril that caused the **damage**; and
- the named insured or the driver must have the care, custody or control of the vehicle.

The additional coverages under Section B do not apply to this coverage. However, the additional coverages under Section A may apply, as the case may be.

Coverage is subject to the exclusions listed in Article 6, Section B.

The indemnity payable by the **insurer** is determined in accordance with the rules set out in Article 8, Section B.

6. EXCLUSIONS

The following are excluded from coverage under Section B:

A. **Damage** to tires, except:

- if **damage** is coincident with other **damage** insured under the same coverage; or
- in case of fire, theft or malicious mischief insured under the same coverage.

B. **Damage** caused by:

- breakdown;
- corrosion;
- explosion within the combustion chamber;
- freezing;
- mechanical failure;
- normal wear and tear; and
- rust.

However, the **damage** described above will not be excluded:

- if **damage** is coincident with other **damage** insured under the same coverage; or
- in case of fire, theft or malicious mischief insured under the same coverage.

C. For Protection 3 and Protection 4 only, theft committed by one of the following persons:

- a person whose domicile is the same as that of the **named insured**;
- a person employed by the **named insured** in operating, selling, equipping, repairing, maintaining, servicing, storing, parking or moving an insured vehicle, whether or not the theft occurs in the course of such service or employment.

D. Conversion, embezzlement, theft or secretion of an insured vehicle by any person in lawful possession of the vehicle under a hypothec, conditional sale, lease agreement or contract of leasing or under any other similar written agreement.

E. Voluntary parting with title or ownership, with or without breach of trust, fraud or deceitful representation.

F. Contents of a trailer or a semi-trailer.

G. Tapes or accessories for use with a tape recorder or tape player, or compact discs, unless in place in a device.

H. Whether or not war is declared, **damage** caused directly or indirectly by:

- bombardment;
- civil war;
- insurrection;
- invasion;
- military power;
- operation of armed forces while engaged in hostilities;
- rebellion;
- revolution; and
- usurped power.

I. **Damage** caused by a **loss** that occurs while the insured vehicle:

- is leased to **another person**;
- is used as a taxicab, sightseeing vehicle, bus, coach or any other chauffeur-driven vehicle;
- is used to carry explosives;
- is used to carry radioactive material for research, education, development, industrial or other related purposes.

The **insurer** may accept to insure the above situations by specifying them in "*Declarations*" or by way of an **endorsement**.

7. DEDUCTIBLE PAYABLE BY NAMED INSURED

The **named insured** must assume the **deductible** for the applicable protection. However, if the **damage** is caused by lightning or fire, the **deductible** will not apply.

*To determine the **deductible** applicable for each of the protections, refer to Item 4, "Declarations", or the **endorsements**, as applicable.*

8. INDEMNITY PAYABLE BY INSURER

8.1 General rule

The indemnity payable by the **insurer** is equal to the value of the **damage**, less the **deductible**. It also includes any expenses described under the additional coverages.

*For the rules relating to determination of the value of **damage**, refer to Article 2, "Reporting a loss and submitting a claim."*

8.2 Time of payment

The **insurer** must pay the indemnity:

- within 60 days after the date on which the **named insured** reported the **loss**; or
- within 60 days after receipt by the **insurer** of the information or supporting documents that it requested.

8.3 Specific rules for vehicle of which the named insured has recently become the owner

A. If a **vehicle of which the named insured has recently become the owner** replaces or is in addition to a sole **described vehicle**:

- coverage will be the same as for the **described vehicle**;
- the **deductible** will be the same as for the **described vehicle**.

B. If the vehicle is in addition to more than one **described vehicle** covered under one or more insurance contracts with the **insurer:**

- **damage** will be covered only to the extent that all the **described vehicles** are covered, at the date of **loss**, for the peril that caused the **damage**;
- the applicable **deductible** will be the highest of all **deductibles** for the protections covering the peril that caused the **damage**.

8.4 Specific rules for temporary replacement vehicle

A. Any insurance contract issued to the **owner** of the **temporary replacement vehicle** will apply first.

B. This Section B only applies if:

- the **owner** of the vehicle is not covered for the **damage** caused to his or her vehicle; or
- the **owner** of the vehicle is covered, but the **deductible** under his or her insurance contract is higher than the **deductible** under this contract. The indemnity under this Section B is then limited to the difference between:
  - the **deductible** payable by the **owner** of the vehicle; and
  - the **deductible** payable for the **described vehicle** that is being replaced by the **temporary replacement vehicle**.

8.5 Specific rules for trailers or semi-trailers attached to a motor vehicle

If one or more trailers or semi-trailers are attached to a **motor vehicle** and the vehicles incur **damage** in the same **loss**:

- the vehicles will be held to be separate vehicles; and
- their own coverage and their own **deductible** will apply.

GENERAL CONDITIONS

1. LAWS APPLICABLE TO INSURANCE CONTRACT

The insurance contract is governed by the following laws:

- *Civil Code of Quebec*;
- *Code of Civil Procedure* of Quebec;
- *Automobile Insurance Act* and its regulations; and
- *An Act Respecting Off-highway Vehicles*, where applicable.

Some of the general conditions of the insurance contract are a simplified version of the requirements of the above laws. In case of any ambiguity or discrepancy, the terms of the laws will prevail.

2. PLACES WHERE COVERAGE APPLIES

The coverage provided under the insurance contract will apply only if the **loss** occurs:

- in Canada or the United States ; or
- on a vessel or in an aircraft travelling between the seaports and airports of those countries.

The **insurer** may accept, by way of **endorsement,** to cover a **loss** that occurs elsewhere.

3. CONTINUATION OF COVERAGE AFTER A LOSS

A **loss** does not cause the insurance contract to terminate.

4. RULES PERTAINING TO APPLICATION OF INSURANCE CONTRACT WHEN THERE ARE TWO OR MORE DESCRIBED VEHICLES

If there are two or more **described vehicles**, the insurance contract is deemed to apply to each of the vehicles as if a separate contract had been issued for each of them.

5. DISCLOSURE TO INSURER

5.1 Initial declaration of risk

The **client** and the insured person if required by the **insurer** are bound to represent the facts known to them that are likely to materially influence an insurer in:

- analyzing the risk;
- deciding whether or not to cover the risk; or
- setting the **insurance premium**.

However, the **client** and the insured person are not required to represent facts known to the **insurer** already or which the **insurer** is presumed to know by their notoriety, unless the **insurer** asks questions in that regard.

5.2 Aggravation of risk

5.2.1 Obligation of insured person

The insured person is required to promptly report to the **insurer** any change that increases the risks specified in the insurance contract.

The facts to be reported must result from events within the control of the insured person. They must also be likely to materially influence an insurer in:

- analyzing the risk;
- deciding whether to continue or terminate the insurance contract; or
- setting the **insurance premium**.

5.2.2 Rights of insurer

Upon being informed of any new facts, the **insurer** may:

- propose a new **insurance premium** to the **named insured** in writing. The **named insured** must then accept and pay the new **insurance premium** within 30 days of the proposal, failing which the insurance contract will terminate; or
- cancel the insurance contract subject to the conditions set out in Article 3, "*Effective date, renewal and expiry of insurance contract.*"

However, if the **insurer** continues to accept payment of the **insurance premium** or if the **insurer** pays an indemnity after a **loss**, the **insurer** will be deemed to have accepted the new facts as reported.

5.3 Consequences of misrepresentation or non-disclosure

5.3.1 Consequences for Section A

A. <u>Nullification of Section A</u>

Section A may be nullified at any time at the instance of the **insurer** if:

(a) the **client** or an insured person:

- has falsely declared any of the information that must be reported, as stated in Articles 5.1 and 5.2 of this section (known as "misrepresentation"); or
- has voluntarily failed to disclose any of the information referred to in Articles 5.1 and 5.2 of this section (known as "concealment");

and

(b) such misrepresentation or concealment is likely to substantially influence a reasonable insurer in the decision to cover the risk.

B. <u>Reduction of indemnity following a loss</u>

If, following a **loss**, the **insurer** fails to establish that the misrepresentation or concealment was likely to substantially influence a reasonable insurer in the decision to cover the risk, the **insurer** will be required to pay a portion of the indemnity.

The indemnity is calculated in proportion to the **insurance premium** established by the **insurer** before becoming aware of the misrepresentation or concealment, divided by the **insurance premium** that the **insurer** would have established, had the **client** or the insured person provided the information that they were required to disclose.

5.3.2 Consequences for Section B

A. Nullification of Section B

Section B may be nullified at any time at the instance of the **insurer** if:

(a) the **client** or an insured person:

- has falsely declared any of the information that must be reported, as stated in Articles 5.1 and 5.2 of this section (known as " misrepresentation"); or
- has voluntarily failed to disclose any of the information referred to in Articles 5.1 and 5.2 of this section (known as "concealment");

and

(b) such misrepresentation or concealment is likely to substantially influence a reasonable insurer in the decision to cover the risk.

Following a **loss,** Section B may be nullified at the instance of the **insurer** even if the **loss** does not result from the risk so misrepresented or concealed.

B. Reduction of indemnity following a loss

Following a **loss**, and notwithstanding any misrepresentation or concealment, the **insurer** is required to pay a portion of the indemnity if the **insurer** fails to establish:

- the bad faith of the **named insured** or the **client**; or
- that it would not have covered the risk, had it known the true facts.

The indemnity is calculated in proportion to the **insurance premium** established by the **insurer** before becoming aware of the misrepresentation or concealment, divided by the **insurance premium** that the **insurer** would have established, had the **client** or the insured person provided the information that they were required to disclose.

6. BREACH OF WARRANTY

In the event of a breach of warranty aggravating the risk, coverage of the risk subject to the warranty will be suspended.

The suspension will cease when:

- an insured person remedies the breach; or
- the **insurer** gives its consent.

Warranties may be found, among others, in:

- the "*Declarations*" section; and
- the **endorsements**.

7. PROHIBITED USE OF INSURED VEHICLE

The insured vehicle may not be driven or operated by the insured persons

(a) When the insured persons:

- are under 16 years of age or the legal age to drive; and
- are not authorized to drive, by law, or qualified to drive or operate the vehicle.

(b) To make any illicit trade or transportation.

(c) To participate in a race or speed test.

In addition, the insured persons are not to allow **another person** to use the insured vehicle in the above situations.

8. EXAMINATION OF INSURED VEHICLES

At any reasonable time, the **insurer** is entitled to examine the **described vehicle** and its equipment and accessories.

9. NOTICE TO INSURER AND NAMED INSURED

Any notice to the **insurer** may be sent by any recognized means of communication to the **insurer** or its authorized representative.

Any notice to the **named insured** may be delivered personally to the **named insured** or by mail to the last known address of the **name insured**.

REPORTING A LOSS AND SUBMITTING A CLAIM

1. WHAT TO DO IN THE EVENT OF A LOSS

1.1 Report information to insurer

1.1.1 Report the loss

Notice must be given to the insurer as soon as an insured person becomes aware of a **loss** that may be covered under the insurance contract.

Any interested person may give such notice to the **insurer.**

Failure to fulfil the obligation to report the **loss** will result in the loss of his or her right to indemnity for the insured person if such failure causes prejudice to the **insurer**.

1.1.2 Report any additional information

When so requested by the **insurer**, the insured person will be required to inform the **insurer** as soon as possible of all the circumstances surrounding the **loss**, including:

- the probable cause of the **loss**;
- the nature and extent of the **damage**;
- the location of the insured vehicle or any other property;
- the rights of **another person**; and
- any other insurance contracts that may apply.

The insured person must also provide the **insurer** with supporting documents and declare under oath that all of the information provided is true.

If, for any serious reason, the insured person is unable to fulfil these obligations as soon as possible, the insured person will be entitled to a reasonable time in which to do so.

If the insured person fails to fulfil these obligations, any interested person may do so on the insured person's behalf.
The insured person must also provide the insurer promptly with a copy of any documents received in connection with a claim, including:

- notices;
- letters; and
- summons and any other legal process.

1.1.3 Consequences of deceitful representations

If a person makes a deceitful representation relating to a **loss**, the person will lose his or her right to an indemnity. The person will lose that right solely with respect to the **damage** caused by the occurrence of the peril to which the deceitful representation relates.

However, if the occurrence of the peril caused **damage** both to property for occupational use and to personal property, the person will lose his or her right to indemnity solely with respect to the **damage** caused to the class of property to which the deceitful representation relates.

1.2 Fulfil obligations relating to insured vehicle

1.2.1 Do not abandon insured vehicle

The insured person must not abandon the insured vehicle or any other damaged property without the **insurer**'s consent.

1.2.2 Facilitate the salvage and examination of the insured vehicle by the insurer

The insured person must facilitate the salvage of the insured vehicle and any other insured property.

The insured person must also facilitate the examination by the **insurer.** This includes allowing the **insurer** and its representatives to visit any premises and examine the insured vehicle and its equipment and accessories.

1.2.3 Protect the insured vehicle

The insured person must ensure the protection of the insured vehicle from further loss or **damage**, as far as reasonably possible and at the expense of the **insurer**.

If the insured person fails to fulfil this obligation, any **damage** resulting directly or indirectly will be at the insured person's expense.

1.2.4 Do not perform repairs or remove physical evidence

Until the **insurer** has had a reasonable time to examine the insured vehicle, as provided for in Article 8, "*General conditions*":

- no repairs must be made to the vehicle; and
- no physical evidence of the **damage** must be removed from the vehicle.

However, such actions may be taken if

- they are necessary to protect the insured vehicle; or
- the **insurer** gives its consent in writing.

1.3 Refrain from commenting on liability and from settling claim

Except at his or her own cost, following a **loss,** the insured person must refrain**:**

- from commenting on his or her liability; and
- from settling or attempting to settle any claim.

Should an insured person enter into an agreement (called a "transaction") in respect of the **loss**, without the consent of the **insurer**, the **insurer** will not be bound by such agreement.

1.4 Cooperate with the insurer

The insured person must cooperate with the **insurer** in the processing of any claim.

2. HOW TO CALCULATE VALUE OF DAMAGE

The value of **damage** payable by the **insurer** may not be greater than the "actual cash value**"** of the insured vehicle.

Once the **named insured** has been indemnified, the **insurer** has the right to recover the damaged property in whole or in part.

2.1 Value of damage payable by insurer for repair of insured vehicle

The value of **damage** is determined on the basis of, among other things, the cost of materials at the time of **loss**.

The materials used to repair the insured vehicle, or to replace the damaged parts, must be of like kind and quality, taking into account any kind of depreciation.

2.1.1 Clarification concerning automobile body parts

The **insurer** will determine the cost of materials on the basis of original equipment manufacturer parts if

- the vehicle is less than two years old or has less than 40,000 km; or
- the vehicle is used for commercial purposes and is less than one year old.

In all other instances, the **insurer** may base its determination on the cost of similar automobile body parts. However, the **named insured** may ask for original equipment manufacturer parts, if available, and must then inform the **insurer** accordingly when reporting the **loss**. The **insurer** will then specify the applicable conditions and additional costs that the **named insured** will be required to pay.

2.1.2 Parts out of stock or no longer manufactured

If the materials needed to repair the vehicle include replacement parts that are out of stock or no longer manufactured, the liability of the **insurer** will be limited to the latest list price of original equipment manufacturer parts.

The **insurer** may also take into account any kind of depreciation.

2.2 Value of damage payable by insurer for insured vehicle if a total loss

If the insured vehicle is a total loss or constructive total loss, the value of **damage** will be equal to the "actual cash value" of the insured vehicle.

In spite of the total loss or constructive total loss of the insured vehicle, the **named insured** may ask for the vehicle to be restored to the same condition as it was at the time of **loss**.

The **named insured** must provide the **insurer** with supporting evidence to determine the vehicle's condition at the time of **loss**.

In such instance, the **insurer** must accept the request if it considers that the costs are reasonable to restore the vehicle to the condition it was in at the time of **loss**.

2.3 Value of damage where insurer may decide to repair, rebuild or replace damaged property

In the absence of arbitration, and subject to the rights of preferred and hypothecary creditors, the **insurer** may decide to repair, rebuild or replace the damaged property with other property of like kind and quality, instead of making a cash payment.

Before repairing, rebuilding or replacing the property, the **insurer** must inform the **named insured** in writing within seven days after receipt of the proof of loss.

In addition, the property must be repaired, rebuilt or replaced within a reasonable amount of time.

3. RIGHT OF INSURER AFTER PAYING AN INDEMNITY (RIGHT OF SUBROGATION)

3.1 General rule

After paying an indemnity, the **insurer** will be subrogated to the rights of the insured person against the person responsible for the **damage**. This means that the rights of the insured person are transferred to the **insurer**.

Subrogation operates up to the amount of the indemnity paid by the **insurer**.

If the **insurer** cannot exercise its right of subrogation due to any act of the insured person, the **insurer** may be fully or partly released from its obligations towards the insured person.

3.2 Exceptions

In the following two instances, the **insurer** cannot ask the person responsible for the **damage** to reimburse the indemnity that it has paid:

(a) When that person is a member of the insured person's household;

(b) For Section B only, when that person had care, custody or control of the insured vehicle, with the consent of the **named insured**. The latter exception will not apply if the person:

- was engaged in a **garage business** at the time of **loss**; or
- has failed to comply with the insurance contract.

4. ARBITRATION IN EVENT OF DISAGREEMENT BETWEEN NAMED INSURED AND INSURER

4.1 Request for arbitration

The **named insured** or the **insurer** may request arbitration in the event of disagreement on the following:

- the nature, extent or value of the **damage**;
- the adequacy of the repairs or replacement.

Arbitration may be requested even if the validity of the insurance contract is being challenged.

4.1.1 Request made by named insured

The **named insured** must send a written notice to the **insurer** indicating the reason of the disagreement.

The **insurer** must accept a request for arbitration made by the **named insured** and send the **name insured** an acknowledgement of receipt within 15 clear days after receipt of the notice.

4.1.2 Request made by insurer

The **insurer** must send a written notice to the **named insured** indicating the reason of the disagreement.

The **named insured** must send the **insurer** confirmation of his or her acceptance or refusal to submit the disagreement to arbitration within 15 clear days after receipt of the notice.

4.2 Designation of experts and arbitrator

The **insurer** and the **named insured** must each choose an expert.

Depending on the nature of the disagreement, both experts thus chosen must determine:

- the nature, extent and value of the **damage**. In order to do so, they must assess separately the "actual cash value" and the cost of repair or replacement; or
- the adequacy of the repair or replacement.

If their assessments differ, experts must try and agree on a common value.

Should they fail to agree, they must submit their difference to a neutral arbitrator of their choosing, that is, an arbitrator who represents the interests of neither the **insurer** nor the **named insured**.

The **insurer** or the **named insured** must ask a competent jurisdiction where the arbitration is held to appoint the arbitrator or experts if:

- the **insurer** or the **named insured** failed to choose an expert within 30 clear days of the date of notice;
- the experts fail to choose an arbitrator within15 clear days of their appointment; or
- one of the experts or the arbitrator refuses to act or is unavailable.

4.3 Value of damage payable by insurer

Even if there is arbitration, the **insurer** will be required to pay the unchallenged portion of the value of **damage**. Payment must be made no later than:

- within 60 days after the **loss** was reported; or
- within 60 days after receipt by the **insurer** of the information or supporting documents that it requested.

However, if the validity or application of the insurance contract is being challenged, the **insurer** will not be required to pay such amount within the above time periods.

Following arbitration, the **insurer** will be required to pay the amount determined by the arbitrator within 15 days after the date on which the **named insured** accepted the arbitrator's decision.

4.4 Conduct of arbitration

The arbitration must follow the procedure outlined in Articles 940 to 951.2, *Code of Civil Procedure* of Quebec, with the necessary modifications due to specific rules set out in the insurance contract.

As stated in Article 944.1, *Code of Civil Procedure* of Quebec, the arbitrator may decide which procedure to apply for arbitration. Nonetheless, the arbitrator must ensure that the rules set out in Articles 940 to 951.2, *Code of Civil Procedure* of Quebec are followed.

4.5 Choice of language

The arbitrator, the **insurer** and the **named insured** may use the language of their choice during arbitration proceedings. Arrangements must be made to ensure that proceedings are understood by everyone.

4.6 Place of arbitration proceedings

Arbitration proceedings take place in a location to be determined according to the domicile of the **named insured**.

4.7 Arbitrator's decision

The arbitrator renders a decision based on the applicable laws of Quebec.

The arbitrator's decision must be written and reasoned. It must also be signed and indicate the date and place where it was made.

The decision must be sent to the **insurer** and the **named insured** within 30 days after the date on which it was made.

4.8 Costs and fees of arbitration

The **insurer** and the **named insured** each pay the costs and fees of their own expert and half the costs and fees of the arbitration proceedings.

However, if the arbitrator considers that the method for sharing the costs and fees of the arbitration proceedings is not justified or fair in the circumstances, the arbitrator may decide otherwise.

5. PRESERVATION OF RIGHTS OF NAMED INSURED AND INSURER

The actions of the **named insured** or the **insurer** are not considered as the waiving of their rights under the insurance contract if they relate to:

- investigation of a **loss**;
- settlement of a **loss**;
- arbitration; and
- proof of loss.

6. TIME TO START LEGAL ACTION UNDER INSURANCE CONTRACT (PRESCRIPTION PERIOD)

Any legal action arising from the insurance contract, including a lawsuit must be started within three years after the date on which the right of action has arisen.

EFFECTIVE DATE, RENEWAL AND EXPIRY OF INSURANCE CONTRACT

1. EFFECTIVE DATE AND EXPIRY OF INSURANCE CONTRACT

The insurance contract takes effect and expires at the time and dates indicated in Item 2, "*Declarations*" or, where applicable, in the **endorsements**.

2. RENEWAL OF INSURANCE CONTRACT

Upon its date of expiry, the insurance contract will be renewed automatically, unless notice to the contrary is given by the **named insured** or the **insurer**.

The insurance contract will be renewed for the same **insurance premium** and the same period, unless notice to the contrary is given by the **named insured** or the **insurer**.

The notice sent by the **insurer** may be a notice of non-renewal or a notice to change the **insurance premium**. The notice must be sent to the **named insured** no later than 30 days before the date of expiry of the insurance contract, at the last known address of the **named insured**.

If the **named insured** uses an insurance broker, the **insurer**'s notice must be sent to the insurance broker who must then deliver it to the **named insured**.

3. CANCELLATION OF INSURANCE CONTRACT (ENDING OF INSURANCE CONTRACT)

3.1 Cancellation by named insured

3.1.1. Conditions to be met

The **named insured** may cancel the insurance contract at any time by written notice to the **insurer**.

The **named insureds** may mandate one or more of them to send a notice on behalf of them all.

Cancellation takes effect upon receipt by the **insurer** of the notice of each of the **named insureds** or their representative.

3.1.2 Refund of insurance premium

If the insurance contract is cancelled by the **named insured**, the **insurer** must refund any overpayment of **insurance premiums**, as calculated according to the "*Cancellation table*." The "*Cancellation table"* is part of the insurance contract.

However, if the **insurance premium** was paid to the **insurer** by the insurance broker, the **named insured** may be refunded solely for what has actually been paid or refunded to the insurance broker.

3.2 Cancellation by insurer

3.2.1 Conditions to be met

A. Cancellation within 60 days

The **insurer** may cancel the insurance contract within 60 days after its effective date.

The **insurer** must send a written notice to each of the **named insureds** or their representative.

Cancellation takes effect 15 days after receipt of the notice by each of the **named insureds** or by their representative, at their last known address.

B. Cancellation after 60 days

More than 60 days after the effective date of the insurance contract, the **insurer** may cancel the insurance contract only if

- there has been an aggravation of risk which is likely to substantially influence a reasonable insurer in the decision to maintain the insurance contract; or
- the **insurance premium** has not been paid.

The **insurer** must send a written notice to each of the **named insureds** or their representative.

Cancellation is effective either:

- 30 days after receipt of the notice by each of the **named insureds** or by their representative, at their last known address; or
- 15 days after receipt of the notice by each of the **named insureds** or by their representative, at their last known address, if the **described vehicle** is a vehicle under Title VIII.1, *Highway Safety Code,* and is not a school bus.

3.2.2 Refund of insurance premium

If the **insurer** cancels the insurance contract, the **insurer** will be entitled only to the portion of the **insurance premium** corresponding to the number of days for which the **named insured** was actually covered under the insurance contract.

If the **named insured** paid the **insurance premium** in advance, the **insurer** must refund the overpayment. However, if the **insurance premium** was paid to the **insurer** by the insurance broker, the **named insured** may be refunded solely for what has actually been paid or refunded to the insurance broker.

CANCELLATION TABLE

DEFINITIONS

Unless the context indicates otherwise, the definitions below applies apply to the words and expressions shown in bold in the insurance contract. Because of the context, a defined word or expression may not be shown in bold in the insurance contract, in which case it is being used in its ordinary meaning and the definition does not apply.

Some of the definitions are a simplified version of those set out in the following laws:

- *Civil Code of Quebec*;
- *Code of Civil Procedure* of Quebec;
- *Automobile Insurance Act*; and
- *An Act Respecting Off-highway Vehicles*.

In case of any ambiguity or discrepancy, the terms of the laws will prevail.

AMOUNT OF INSURANCE: The maximum amount payable by the **insurer**, under Item 4, "*Declarations*" or in an **endorsement**.

BODILY INJURY: Any physical or mental injury, including death.

CLIENT: The person who submits an application to the **insurer** in order to enter into an insurance contract. The insurance application may be made for the client personally or for another person. The client is not necessarily the **named insured**.

DAMAGE:

- In Section A, "**damage**" refers to both **property damage** and **bodily injury**.
- In Section B, "**damage**" refers solely to **property damage**.

DEDUCTIBLE: The amount left to be paid by the **named insured**.

DESCRIBED VEHICLE: A **motor vehicle**, trailer or semi-trailer specifically designated in Item 3, "*Declarations*", or included within the description of **described vehicles** therein.

ENDORSEMENT: A document modifying the insurance contract and officially called "Quebec Endorsement Form" or "Q.E.F."

GARAGE BUSINESS: Includes any business activity involving the custody, selling, equipping, repairing, maintaining, storing, parking, moving or servicing of **motor vehicles**.

INSURANCE PREMIUM: The amount payable to the **insurer** in consideration of the coverages provided under the insurance contract.

INSURER: The insurer issuing this insurance contract.

LOSS: A risk that occurs and causes **damage**.

MOTOR VEHICLE: A vehicle propelled by any power other than muscular force and adapted for transportation on public highways but not on rails.

MOTOR VEHICLE USED FOR PERSONAL PURPOSES: Includes any utility **motor vehicle** while used for personal purposes and whose gross vehicle weight does not exceed 4,500 kg (10,000 lbs.).

NAMED INSURED: A person designated in Item 1, "*Declarations*."

NUCLEAR HAZARD: The risk arising from the hazardous nature of substances:

- that have radioactive, toxic or explosive properties; and
- that are prescribed under the *Nuclear Safety and Control Act* or its regulations.

ANOTHER PERSON: Anyone who is not an "insured person" under the insurance contract.

OWNER: A person who acquires or possesses a **motor vehicle** under one of the following:

- a document confirming the person's status as owner of the vehicle (called a "title of ownership");
- a document entitling the person to become the owner of the vehicle subject to certain conditions or at a certain time;
- a document entitling the person to use the vehicle as if the owner, for a certain amount of time only;
- a lease agreement for a period of not less than one year.

PROPERTY DAMAGE: Any **damage** caused to a **motor vehicle** or another type of property, including their disappearance.

SPOUSE: A person who, at the time of the **loss**:

(a) is married to and living with another person;

(b) is not married, but has been living in a *de facto* union with another person of the same or opposite sex and is publicly represented as spouse. These conditions must exist for at least three years or, in the following cases, for at least one year:

- a child has been born or is to be born of their union;
- they have adopted a child together; or
- one of them has adopted a child of the other.

TEMPORARY REPLACEMENT VEHICLE: A **motor vehicle** used temporarily to replace a **described vehicle**, if the following conditions are met:

- the **described vehicle** cannot be used for one of the following reasons: breakdown, repair, maintenance, loss, destruction, sale or servicing; and
- neither the **named insured** nor anyone whose domicile is the same as that of the **named insured** is **owner** of the temporary replacement vehicle.

TRAILER OR SEMI-TRAILER OF WHICH THE NAMED INSURED IS THE OWNER: A trailer or semi-trailer of which the named insured is the owner and that is not described in Item 3, "*Declarations*", if:

(a) the trailer or semi-trailer is not designed or used to carry passengers or for demonstration, sales, office or dwelling purposes; and

(b) the trailer or semi-trailer is attached to a **motor vehicle used for personal purposes** that is insured, or is not attached to such a vehicle provided that it is usually attached to such a vehicle.

VEHICLE OF WHICH THE NAMED INSURED HAS RECENTLY BECOME THE OWNER: A **motor vehicle**, trailer or semi-trailer of which the **named insured** has recently become the **owner**, if the following conditions are met:

(a) Within 14 days of taking possession of the vehicle, the **named insured** informs the **insurer** that he or she is the **owner** thereof.

(b) The vehicle replaces or is in addition to one or more **described vehicles**. If the vehicle is in addition to one or more **described vehicles**:

- the **named insured** must have no other specific insurance in respect of such vehicle at the date of **loss**; and
- the **insurer** must insure all the other vehicles **of which the named insured is the owner** on the date of taking possession of the vehicle.

(c) The **named insured** agrees to pay the additional **insurance premium** charged by the **insurer**.

If the **named insured** is engaged in the business of selling **motor vehicles**, the **motor vehicles** acquired for such business activities will not be held to be "**vehicles of which the named insured has recently become the owner**."

VEHICLE OF WHICH THE NAMED INSURED IS NOT THE OWNER: A **motor vehicle** of which the **named insured is not the owner** provided the conditions outlined below are met. The conditions differ, depending on whether the **named insured** is an individual or a legal person, partnership or association.

(a) If the **named insured** is an individual: At the time of **loss**, the driver must be the **named insured** or his or her **spouse**.

However, in the four exceptions listed below, the vehicle will be held to be an insured vehicle only if driven by the **owner** of a **described vehicle**. In addition, only the **owner** will be covered, and only for a reduced **amount of insurance** (*see Articles 6.7 and 6.8, Section A)***:**

1. At the time of **loss**, the vehicle is being driven in connection with a **garage business**.
2. The **owner** of the vehicle is a person whose domicile is the same as that of the **named insured**.
3. The vehicle is provided by the employer of the **named insured** or by the employer of anyone whose domicile is the same as that of the **named insured**.
4. The vehicle is appropriated for a use, outside Quebec:
   - as a taxicab, bus or coach; or
   - for commercial delivery.

(b) If the **named insured** is a legal person, partnership or association:

1. At the time of **loss**, the vehicle must be driven by one of the following drivers or by their **spouse**:
   - an employee of the **named insured**;
   - a shareholder of the **named insured**;
   - a member of the **named insured**;
   - a partner of the **named insured**.
2. These drivers must regularly use the **described vehicle**.
3. These drivers or their **spouse** must not be **owners** of a **motor vehicle**.
4. At the time of **loss**, the vehicle is not being driven in connection with a **garage business**.
5. The vehicle must not be appropriated to a use outside Quebec:
   - as a taxicab, bus or coach; or
   - for commercial delivery.

6. Neither the **named insured,** nor the employee of the **named insured**, nor the following persons must be **owners** of the vehicle or in possession of the vehicle under a written agreement similar to a hypothec, conditional sale or lease agreement:
   - a shareholder, member or partner of the **named insured**;
   - anyone whose domicile is the same as that of the **named insured** or of the **named insured**'s employee, shareholder, member or partner.

   Condition 6 will not apply in the case of a lease for use that is not regular or frequent.

QUEBEC ENDORSEMENT FORM

Q.E.F. No. 34

Accident benefits insurance

The endorsement heading must be entered in the "Declarations" section of the insurance contract. Details required for the endorsement may be entered in the "Declarations" section or in the endorsement itself, at the insurer's option.

Name of **insurer**: as stated in the "Declarations"

Named insured: as stated in the "Declarations"

Endorsement to automobile insurance policy no.: 6962303

Effective date: This **endorsement** will apply from Sep 01, 2026 *(mmm dd, yyyy)* at 12:01 A.M. standard time at the address of the **named insured**.

Additional **insurance premium** payable:

- Amounts payable:
- Due date:

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Endorsementdescription

Depending on the applicable division, this **endorsement** provides for the payment of benefits when an accident causes **bodily injury** to an insured person.

To determine which division applies, refer to the "Applicable section, maximum amounts and insurance premium" division of this ***endorsement****.*

Application

1. The **motor vehicle** must have been the direct cause of **bodily injury,** independently of any other cause.
2. Benefits are payable per accident and per insured person. If there are several insured vehicles under the insurance contract, benefits may not be combined
3. Only persons who comply with the conditions of the insurance contract and this **endorsement** may benefit from the coverage under this **endorsement**.

Insuredpersons

Under Division 1, "insured person" refers to the **named insured**, his or her **spouse** and any **dependent children** of either.

Under Division 2, only the **named insured** is an "insured person."

Applicabledivision,maximumamountsandinsurancepremium

Coverage will apply only for the divisions and subdivisions where a maximum amount or an **insurance premium** is shown in the table below, or entered specifically for this **endorsement** in the "*Declarations*" division of the insurance contract:

DIVISION	SUBDIVISION	MAXIMUM	INSURANCEPREMIUM
1	A – Death benefits	Principal sum $	$
	B – Dismemberment benefits	Principal sum $	$
	C – Reimbursement of medical expenses	Maximum $	$
2 Total disability benefits		Maximum $, per week	$
		Total:	$

Descriptionofdivisions

Division1
Death and dismemberment benefits and reimbursement of medical expenses

Subdivision A – Death benefits

When an insured person dies within 12 months after the accident leading to his or her death, the following benefits will be paid under Subdivision A:

- If the **named insured** dies: 100% of the principal sum, plus 10% of the principal sum per **dependent child** upon the death of the **named insured**.
- If the **spouse** of the **named insured** dies: 50% of the principal sum, plus 10% of the principal sum per **dependent child** upon the death of the **spouse**.
- If a **dependent child** dies: 10% of the principal sum.

Benefit payments will be made as follows:

- If the insured person dies leaving a **spouse**, the benefit will be payable to the **spouse**.
- If the insured person dies without leaving a **spouse**, the benefit will be payable to the **dependents**, in equal shares.
- If the insured person dies without leaving either a **spouse** or **dependents**, the benefit will be payable to the insured person's succession.
- If a **dependent child** dies, the benefit will be payable to the **named insured**.

If, as a result of the same accident, an insured person should suffer dismemberment and then die, the benefits that have already been paid under Subdivision B will be deducted from the benefit payable under Subdivision A.

Subdivision B – Dismemberment benefits

When an insured person loses his or her sight or a limb within 12 months after the accident that caused the loss, the following benefits will be paid under Subdivision B:

- Lossofbothhands: 100% of the principal sum;
- Lossofbothfeet: 100% of the principal sum;
- Lossofsightinbotheyes: 100% of the principal sum;
- Lossofonehandandonefoot: 100% of the principal sum;
- Lossofonehandandsightinoneeye: 100% of the principal sum;
- Lossofonefootandsightofoneeye: 100% of the principal sum;
- Lossofonearm: 75% of the principal sum;
- Lossofoneleg: 75% of the principal sum;
- Lossofonehand: 50% of the principal sum;
- Lossofonefoot: 50% of the principal sum;
- Lossofsightinoneeye: 50% of the principal sum.

Loss as used with reference to eye means total and irrecoverable loss of sight.

Loss as used with reference to a limb means:

- Foranarm: complete severance above the elbow.
- Forafoot: complete severance through the knee, above the ankle or through the ankle.
- Forahand: complete severance through the elbow, above the wrist or through the wrist.
- Foraleg: complete severance above the knee.

Benefits provided under this subdivision for the same accident may not exceed 100% of the principal sum.

Subdivision C – Reimbursement of medical expenses

Expenses reasonably incurred for the following services, care or treatments will be reimbursed under Division C:

- ambulance services;
- dental treatment;
- hospital care;
- medical care;
- professional nursing care;
- surgical treatment.

The expenses must have been incurred within two years after the accident that caused them.

The total amount of expenses reimbursed for the same accident may not exceed the maximum for this subsection.

Exclusion

Subdivision C excludes the portion of medical expenses covered by any other government or private insurance, unless the other insurance is similar to this coverage.

Division2
Total disability benefits

Division 2 provides for the payment of an income replacement benefit when the **named insured** becomes wholly and continuously disabled as a result of an accident. The income replacement indemnity will be calculated on a weekly basis and will be payable only in addition to the following amounts:

- amounts payable by the Société de l'assurance automobile du Québec under the Quebec *Automobile Insurance Act*; and
- amounts payable under the *Act respecting industrial accidents and occupational disease* and the *Crime Victims Compensation Act*.

Conditions

1. The **named insured** must be employed on the date of the accident. The **named insured is** deemed to be employed in either of the following situations:
   - he or she was actively engaged in an occupation or employment for wages or profit;
   - he or she was between 21 and 65 years of age and, in the 12 months preceding the accident, he or she was engaged in an occupation or employment for wages or profit for at least six months, whether continuously or not.
2. The disability must appear within 20 days after the accident that caused it.
3. The disability completely prevents the **named insured** from actively engaging in his or her occupation or employment.

Limitations

For each accident:

- The **named insured** will not be entitled to benefits for the first seven days of disability.
- Once the seven days have elapsed, the **named insured** will be entitled to benefits for a maximum of 104 weeks.
- If the disability continues after the maximum number of weeks, benefits will continue to be payable for a further period of up to 156 weeks, if:
  - continuation of the disability is duly certified; and
  - the disability prevents the **named insured** from engaging in any occupation or employment for wages or profit on a permanent basis.

The **named insured** may not receive benefits greater than the money value of any occupation or employment that he engaged in for wages or profit before the accident.

If the **named insured** is covered under several insurance policies, benefits will be calculated as follows:

$$\frac{\text{Money value of all occupations and employment}}{\text{Total benefits payable for the disability under all insurance policies}} \times \text{Benefit payable under Division 2 of this } \textbf{endorsement}$$

Exclusions

The following exclusions will apply:

A. **Bodily injury** caused directly or indirectly by sickness or disease, unless the sickness or disease was contracted as a direct result of an accident covered by this **endorsement**.
B. **Bodily injury** suffered by an insured person who committed or attempted to commit suicide, whether sane or insane, if this **endorsement** was not continuously in force for at least two years.
C. Whether or not war is declared, **bodily injury** caused directly or indirectly by:
   - bombardment;
   - civil war;
   - insurrection;
   - invasion;
   - military power;
   - operation of armed forces during hostilities;
   - rebellion;
   - revolution; and
   - usurped power.

Whattodointheeventofanaccident

SubdivisionA - Death benefits

In the event of an accident causing death, a claim must be submitted in writing to the **insurer**, accompanied by proof establishing, for example:

- death of the insured person;
- cause of death;
- rights of beneficiaries.

SubdivisionsBandC,andDivision2 - Dismemberment benefits, reimbursement of medical expenses and total disability benefits

In the event of an accident covered under Subdivision B or C, or Section 2, the insured person or any other beneficiary must fulfil the obligations outlined below. They may do so either personally or through an intermediary.

Obligationstofulfil:

- Within 30 days of learning of the accident, the person must inform the **insurer** in writing.

- Within 90 days of learning of the accident, the person must support the claim by providing the **insurer** with all the information that the **insurer** may reasonably expect as to the circumstances and extent of the accident.
- In the event of failure to satisfy the 30 or 90-day requirement, the person must demonstrate that he or she was unable to act within those time periods. Benefit payment may be made nonetheless if the person fulfils his or her obligations within one year after the accident.
- At the **insurer**'s request, the person must provide a medical certificate confirming the following information:
  - the cause and nature of the **bodily injury** for which the claim is being made;
  - the length of total disability arising from such **bodily injury**.

Autopsyandmedicalexamination

SubdivisionA - Death benefits

If an insured person dies, the **insurer** may have an autopsy performed, subject to the requirements set out in the *Civil Code of Quebec*.

SubdivisionsBandC,andDivision2 - Dismemberment benefits, reimbursement of medical expenses and total disability benefits

The **insurer is** entitled to require that the insured person undergo a medical examination within a reasonable time period, if warranted by the nature of the disability or the loss.

The **insurer** may have the insured person undergo a medical examination as often as may be reasonably required while the claim is pending.

The insured person will be required to submit to such examination.

Timetopaybenefits

SubdivisionA - Death benefits

The **insurer** must pay the benefits within 30 days after receipt of the required information and documents.

SubdivisionsBandC - Dismemberment benefits and reimbursement of medical expenses

The **insurer** must pay benefits or reimburse medical expenses within 60 days after receipt of the required information and documents.

Division2 - Total disability benefits

The **insurer** must pay the initial benefit within 30 days after receipt of the required information and documents. During the continuation of disability, subsequent payments will be made at 30-day intervals, subject to submission of the proof set out in the "*What to do in the event of an accident*" section of this **endorsement**.

Rightsofinsurerinrelationtopaymentofbenefitsorexpenses

The **insurer** may decide to pay all or part of the benefits or expenses directly to either the beneficiary or the natural or legal persons providing the medical services, care or treatments. If any amount remains payable, the total amount of benefits or expenses already paid will then be deducted from the maximum under the appropriate subsection.

Before paying benefits**:**

- the **insurer** may require a release from the person to whom it paid a benefit or reimbursed expenses.
- the **insurer** may require that it be subrogated to the beneficiary's recourses against the person responsible for the **bodily injury**, up to the amount of the benefit it has paid. This means that the beneficiary's recourses are transferred to the **insurer**.

In addition, the payment of a benefit or the reimbursement of medical expenses will not constitute an admission of liability as regards the accident. Such payment may therefore not be set up against the insured person or the **insurer** in respect of civil liability.

Definitions

For the purposes of this **endorsement**, the following definitions will be in addition to or will replace the definitions contained in the insurance contract.

Bodily injury: Any injury of a physical nature, including death.

Dependent child:

- Any child under 18 years of age for whom the **named insured** or the **named insured**'s **spouse** has legal and actual custody;
- Any child 18 years of age or older whose domicile is the same as that of the **named insured** and who is entirely dependent on the **named insured** and/or the **named insured**'s **spouse** due to a mental or physical disability.

Dependents: This expression refers to the following persons:

- any **dependent child**; and
- the father or mother of the deceased insured person, if the following conditions are met:
  - the father or mother had the same domicile as the insured person on the date of the accident; and
  - the father or mother was principally dependent on the insured person for financial support up to the date of the accident.

Named insured:

- The expression "named insured" will refer to any person named in Item 1, "*Declarations*" of the insurance contract;
- If the person named in Item 1 is a legal person, partnership or association, the expression will refer to each of its employees, shareholders, members or partners who usually use a **described vehicle** for which an **insurance premium** or a maximum amount is entered specifically for this **endorsement** (see Item 4, "*Declarations*" of the insurance contract).

All other conditions of the insurance contract remain the same.

Québec Endorsement Form
Q.E.F. No. 48

Remunerated passenger transportation by automobile Conditions and restrictions imposed by the Autorité des marchés financiers *Act respecting remunerated passenger transportation by automobile*

*The **endorsement** heading must be entered in the "Declarations" section of the insurance contract. Details required for the **endorsement** may be entered in the "Declarations" section or in the **endorsement** itself, at the insurer's option.*

Name of **insurer**: Definity Insurance Company

Name of **insured** (operator): Uber Canada Inc., Uber Holdings Canada Inc., Uber Rasier Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., and Uber Technologies Inc., each registered driver and, if a registered driver uses a vehicle which they do not own to provide renumerated passenger transportations services, requested exclusively using the Uber Canada Inc. mobile application, the owner of that vehicle.

Endorsement to automobile insurance policy No.: 6962303

Effective date: This **endorsement** will apply from ……01-09-2026…at 12:01 A.M. standard time at the address of the **named insured**.

Specified vehicles: automobiles used by drivers registered with the operator to provide remunerated passenger transportation

Endorsement description

This **endorsement** sets out the conditions and restrictions imposed by the Autorité des marchés financiers (the "Authority" or the "AMF") under section 39 of the *Act respecting remunerated passenger transportation by automobile*, CQLR, c. T-11.2.

1. Definitions specific to this endorsement

"Operator" means the operator of a transportation system authorized under Chapter III of the *Act respecting remunerated passenger transportation by automobile*.

"Registered driver" means any driver registered with the operator within the meaning of the *Act respecting remunerated passenger transportation by automobile*.

"Personal insurance policy" means the liability insurance contract under section 84 of the *Automobile Insurance Act* which insures the vehicle used by a registered driver outside the coverage period of the present insurance contract.

2. Coverage period of insurance contract

The insurance contract applies from the time a registered driver makes himself or herself available to provide remunerated passenger transportation as part of the operator's system until the time he or she ceases to be available for such purpose (the "coverage period").

For example, the insurance contract applies from the time a registered driver connects to the technological means used by the operator to distribute trip requests, such as a mobile application, until the time the registered driver disconnects.

3. Clarifications regarding certain items in the *Declarations* section of the insurance contract

Item 1
The **named insured** is:
the operator, each registered driver and, if a registered driver uses a vehicle which they do not own to provide remunerated passenger transportation as part of the operator's transportation system, the **owner** of that vehicle.

Item 3
Particulars of the **described vehicle**: the automobiles used by the registered drivers to provide remunerated passenger transportation.

Credit or entitled to the indemnities under Section B, to the extent of the creditor's interest : the creditor that, on the date of the **loss**, is entitled to the indemnities set out in Section B in accordance with the personal insurance policy insuring the vehicle used by the registered driver.

4. Clarifications regarding certain insurance contract coverages

In accordance with section 39 of the *Act respecting remunerated passenger transportation by automobile*, the provisions of Title III of the *Automobile Insurance Act* applicable to owners apply to operators, with the necessary modifications. This rule will, in particular, prioritize the present insurance contract during the coverage period.

The insurance contract must provide the following minimum coverages:

Section A

- Only one **amount of insurance** is provided for in Section A and this amount is at least $1 million.
- The **amount of insurance** provided for in Section A applies for the entire duration of the coverage period.

Section B, including the following two protections:

- Protection 2;

  For Protection 2 coverages to apply, the following condition must be met:

  - The personal insurance policy insuring the vehicle used by the registered driver must include Protection 1 or Protection 2 on the date of the **loss**.

The **deductible** for Protection 2 is the same as that indicated in the personal insurance policy insuring the vehicle used by the registered driver for Protection 1 or Protection 2, as applicable.

The supporting documents establishing the protection and **deductible** under the personal insurance policy must be provided to the **insurer**.

- Protection 3;

  For Protection 3 coverages to apply, the following condition must be met:

  - The personal insurance policy insuring the vehicle used by the registered driver must include Protection 1, Protection 3 or Protection 4 on the date of the **loss**.

However, if the personal insurance policy insuring the vehicle used by the registered driver provides Protection 4, the coverages offered under this protection apply only if a peril covered by Protection 4 occurs.

The **deductible** for Protection 3 is the same as that indicated in the personal insurance policy insuring the vehicle used by the registered driver for Protection 1, Protection 3 or Protection 4, as applicable.

The supporting documents establishing the protection and **deductible** under the personal insurance policy must be provided to the **insurer**.

Endorsement *Q.E.F. No. 20 – Travel expenses (Section B)* ("Q.E.F. No. 20")

- For Q.E.F. No. 20 coverages to apply, the following condition must be met:

  - The personal insurance policy insuring the vehicle used by the registered driver must include endorsement Q.E.F. No. 20, Q.E.F. No. 20a, Q.E.F. No. 20b or Q.E.F. No. 20c on the date of the **loss**, and the supporting documents demonstrating this must be provided to the **insurer**.

Endorsement *Q.E.F. No. 43 (A to F) – Change to indemnity (Section B)* ("Q.E.F. No. 43")

- For Q.E.F. No. 43 coverages to apply, either of the following conditions must be met:

  - The personal insurance policy insuring the vehicle used by the registered driver must include endorsement Q.E.F. No. 43 on the date of the **loss**, and the supporting documents demonstrating this must be provided to the **insurer**.

    In this case, the applicable coverages are the same as those in the personal insurance policy.

  - The vehicle used by the registered driver must be covered by *Q.P.F. No. 5 – Complementary Insurance for Damage Caused to Insured Vehicle Form (Replacement Insurance)* ("Q.P.F. No. 5") on the date of the **loss**, and the supporting documents demonstrating this must be provided to the **insurer**.

    In this case, Q.E.F. No. 43 coverages are, as applicable:

    - Option 43A – Partial loss – New parts;
    - Option 43E – Total loss – Replacement cost.

      It is understood that the value of damage determined according to Option 43E may not be greater than the amount of the indemnity calculated in accordance with articles 1.1 and 1.2 of Q.P.F. No. 5, as applicable.

5. Change to certain Exclusions

This **endorsement** withdraws the use of the vehicle as a taxicab or other chauffeur-driven vehicle from Exclusion 5 E. of Section A and from Exclusion 6 I. of Section B in order to allow the use of the insured vehicles for remunerated passenger transportation.

All other conditions of the insurance contract remain the same.