

**Certificate of Automobile Insurance (For Carsharing)  
Nova Scotia**

**Intact Insurance Company,  
(Hereinafter Called The Insurer)**

<b>Insurance Company ("The Insurer")</b> Intact Insurance Company						<b>Policy No.: 7J8013174</b>																																			
<b>Billing Type:</b> Direct						<b>Replacing Policy No.:</b>																																			
<b>AGENT / BROKER:</b>						<b>Transaction Type:</b> Renewal																																			
<b>ITEMS</b>						<b>CODE(S):</b> 51580																																			
<b>1.</b> INSURED'S FULL NAME AND POSTAL ADDRESS (INCLUDING COUNTY OR DISTRICT) Named Insureds as per Schedule 1 111 Sutter Street 13th Floor San Francisco, California 94104						THIS CERTIFICATE IS EVIDENCE OF A CONTRACT OF INSURANCE BETWEEN THE INSURED AND THE INSURER, SUBJECT IN ALL RESPECTS TO THE NOVA SCOTIA STANDARD AUTOMOBILE POLICY (OWNER'S FORM NSPF NO. 1) APPROVED BY THE SUPERINTENDENT OF INSURANCE FOR THE PROVINCE STATED IN ITEM 1.  UPON REQUEST, THE INSURER WILL PROVIDE TO THE INSURED A COPY OF THE SAID STANDARD POLICY FORM.																																			
<b>2.</b> POLICY PERIOD FROM: TIME 12:01 <input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M. DATE (YYYY/MM/DD) 2021 04 19 TO: TIME 12:01 A.M. DATE (YYYY/MM/DD) 2021 06 19 ALL TIMES ARE LOCAL TIMES AT THE INSURED'S POSTAL ADDRESS AS STATED												IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM AND OF THE STATEMENTS CONTAINED IN THE APPLICATION FOR INSURANCE, THE CONTRACT PROVIDES INSURANCE AS MENTIONED IN ITEM 4 OF THIS CERTIFICATE FOR WHICH A PREMIUM IS SPECIFIED, AND NO OTHER.  <b>PLEASE READ REVERSE SIDE</b>																													
<b>3.</b> PARTI- CULARS OF THE DESCRIBED AUTO- MOBILE VEH. NO. MODEL YEAR TRADE NAME/ MODEL OR C.C. BODY TYPE / TRUCK GROSS VEHICLE WEIGHT/ NO. OF CYLS. V.I.N. (SERIAL NUMBER) Described Automobiles as defined in Schedule 1						Rating Terr. Rate Class P.O. Driving Record Rate Group O.D. Driving Record A C AB DCPD Coll. Comp./ S.P. A C Not Applicable																																			
VEH. NO. PURCHASED BY INSURED PURCHASE PRICE TO INSURED INCL. EQUIPMENT LIST PRICE NEW YEAR MONTH NEW OR USED As per I.P.C.F. Blanket Basis Fleet Endorsement for Nova Scotia Carsharing Attached						NAME AND ADDRESS OF LIENHOLDER TO WHOM LOSS MAY BE JOINTLY PAYABLE As per Lienholders (to whom loss may be jointly payable) Schedule (For Carsharing-Nova Scotia) Attached																																			
<b>4.</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:10%;">Insuring Agreements</th> <th style="width:15%;">Section A Third Party Liability</th> <th style="width:15%;">Section A. 1 Direct Compensation - Property Damage</th> <th style="width:15%;">Section B Mandatory Accident Benefits</th> <th style="width:20%;">Section C Loss of or Damage to Insured Automobile(s)</th> <th style="width:10%;">Section D Uninsured and Unidentified Automobile Coverage</th> <th style="width:10%;">Family Protection Endorsement N.S.E.F. 44</th> <th style="width:10%;">Total Premium Per Vehicle</th> </tr> <tr> <td rowspan="2">Perils</td> <td rowspan="2">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, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ONE ACCIDENT.</td> <td rowspan="2">This policy contains a partial payment of recovery clause for property damage if a deductible is specified for Direct Compensation - Property Damage  DEDUCTIBLE</td> <td rowspan="2">Mandatory Medical and Rehabilitation Benefits and Accident Benefits in Motor Vehicle Liability Policies</td> <td colspan="4">THIS POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE</td> <td rowspan="2">Limits are same as Section A unless otherwise specified below.</td> </tr> <tr> <td>1. All Perils</td> <td>2. Collision or Upset</td> <td>3. Comprehensive (excluding collision or upset)</td> <td>4. Specified Perils (excluding collision or upset)</td> <td rowspan="2">As per I.P.C.F. Blanket Basis Fleet Endorsement for Nova Scotia Carsharing Attached  Amount deductible on each separate claim except for loss or damage by fire or lightning or theft of the entire automobile</td> </tr> <tr> <td>Limits and Amounts in Dollars</td> <td>\$2,000,000</td> <td></td> <td>AS STATED IN SECTION B OF THE POLICY</td> <td>As per I.P.C.F. Blanket Basis Fleet Endorsement for Nova Scotia Carsharing Attached</td> <td>AS STATED IN SECTION D OF THE POLICY</td> <td>\$2,000,000</td> <td></td> </tr> </table>												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	Family Protection Endorsement N.S.E.F. 44	Total Premium Per Vehicle	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, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ONE ACCIDENT.	This policy contains a partial payment of recovery clause for property damage if a deductible is specified for Direct Compensation - Property Damage  DEDUCTIBLE	Mandatory Medical and Rehabilitation Benefits and Accident Benefits in Motor Vehicle Liability Policies	THIS POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE				Limits are same as Section A unless otherwise specified below.	1. All Perils	2. Collision or Upset	3. Comprehensive (excluding collision or upset)	4. Specified Perils (excluding collision or upset)	As per I.P.C.F. Blanket Basis Fleet Endorsement for Nova Scotia Carsharing Attached  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	\$2,000,000		AS STATED IN SECTION B OF THE POLICY	As per I.P.C.F. Blanket Basis Fleet Endorsement for Nova Scotia Carsharing Attached	AS STATED IN SECTION D OF THE POLICY	\$2,000,000	
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<b>Premium in Dollars</b> BI PD As per I.P.C.F. Blanket Basis Fleet Endorsement for Nova Scotia Carsharing Attached O.D.																																									
<b>Endorsements</b> Vehicle No(s) N.S.E.F. No. Title As per I.P.C.F. Blanket Basis Fleet Endorsement for Nova Scotia Carsharing Attached																																									
MINIMUM RETAINED PREMIUM \$ N/A						TOTAL POLICY PREMIUM \$ INCL																																			

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

*Natalie Higgins*

Senior Vice President's Signature

Authorized Representative

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 ACCIDENTS 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 willfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.**

**N.S.E.F. NO. 23A  
MORTGAGE ENDORSEMENT**

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

If the insurance provided by any subsection of Section C of the Insuring Agreements of the Policy is cancelled, the Insurer agrees to give fifteen days written notice of such cancellation to the Lienholder. Notwithstanding anything contained in any renewal certificate issued subsequent to the date, the obligation to notify the Lienholder shall not be effective after the expiry date specified in Item 2 of the Policy.

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

**CANCELLATION REQUEST**

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

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

Time \_\_\_\_\_  A.M.  
 P.M.

\_\_\_\_\_  
Effective Date of Cancellation (YYYY/MM/DD)

\_\_\_\_\_  
Signature of Insured

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

\_\_\_\_\_  
Signature of Lienholder or Mortgagee

## I.P.C.F. Blanket Basis Fleet Endorsement for Nova Scotia Carsharing

<b>INSURER:</b>  <b>Intact Insurance Company</b>	Attached to and forming part of Policy No.:  7J8013174										
<b>INSURED:</b>  <b>Named Insureds as per Schedule 1</b>	This endorsement shall be effective from: <table style="float: right; margin-left: 20px;"> <tr> <td><input checked="" type="checkbox"/> A.M. 12:01</td> </tr> <tr> <td><input type="checkbox"/> P.M. _____</td> </tr> </table> <table style="width: 100%; text-align: center;"> <tr> <td>2021</td> <td>04</td> <td>19</td> <td></td> </tr> <tr> <td>YYYY</td> <td>MM</td> <td>DD</td> <td>Local Time</td> </tr> </table>	<input checked="" type="checkbox"/> A.M. 12:01	<input type="checkbox"/> P.M. _____	2021	04	19		YYYY	MM	DD	Local Time
<input checked="" type="checkbox"/> A.M. 12:01											
<input type="checkbox"/> P.M. _____											
2021	04	19									
YYYY	MM	DD	Local Time								

It is agreed that:

- (a) The Policy shall provide insurance with respect to all Described Automobiles (as defined in Schedule 1), licensed or required to be licensed in the Province of Nova Scotia, which are:
- (i) owned by and licensed in the name of the Insured, and rented for a period of not more than 30 consecutive days from a Carsharing Lessor (as defined in Schedule 1);
  - (ii) leased from the following lessor(s) for a period in excess of 30 days on which the Insured as lessee is required to provide insurance under a written lease agreement, or

**Lessor(s) Name(s) and Address(es)**  
**As per Lessors Schedule (For Carsharing – Nova Scotia) attached.**

- (iii) leased for a period in excess of 30 days under a written lease agreement from a lessor other than those listed above provided the name and address of such lessor is reported to the Insurer within 14 days following the date of delivery of the first such leased automobile to the Insured.
- (b) (i) The Policy shall provide insurance for Third Party Liability, Direct Compensation – Property Damage, Mandatory Accident Benefits and Uninsured and Unidentified Automobile Coverage and for loss of or damage to insured automobiles but only when a deductible is specified opposite the type of use or description of automobiles listed on this endorsement.

### Scope of Insurance Coverage

<b>SECTION A</b> <b>Third Party Liability</b>	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, regardless of the number of claims arising from any one accident.	<b>Limit as shown on the Certificate of Insurance</b>	
<b>SECTION B</b> <b>Mandatory Accident Benefits</b>	Mandatory Medical and Rehabilitation Benefits and Accident Benefits in Motor Vehicle Liability Policies	<b>As stated in Section B of the Policy</b>	
<b>SECTION D</b> <b>Uninsured and Unidentified Automobile Coverage</b>		<b>As stated in Section D of the Policy</b>	
<b>Type of Use</b>	<b>Description of Automobiles</b>	<b>SECTION A.1</b> <b>Direct Compensation – Property Damage</b>	<b>SECTION C</b> <b>Loss of or Damage to Insured Automobile(s)</b>
		This policy contains a partial payment of recovery clause for property damage if a deductible is specified for Direct Compensation – Property Damage	<b>This Policy Contains a partial payment of loss clause.</b>
		<b>Deductible</b>	Amount deductible on each separate claim except for loss or damage by fire or lightning or theft of the entire automobile.
		\$	\$      \$      \$      \$      \$
Carsharing as defined in Schedule 1	Described Automobiles as defined in Schedule 1	\$1000	\$1000

ANY TYPE OF USE OR DESCRIPTION OF AUTOMOBILE NOT LISTED	NOT COVERED
ENDORSEMENTS AS ATTACHED TO THE POLICY: I.P.C.F. Carsharing Endorsement, I.P.C.F. Conversion Coverage for Carsharing Endorsement, N.S.E.F. No. 20, N.S.E.F. No. 43R, N.S.E.F. No. 44	

(c) The Schedule of automobiles filed with the Insurer includes all automobiles, as set out in (a) above, at the effective date of the Policy.

NO COVERAGE IS PROVIDED BY THIS ENDORSEMENT ON ANY AUTOMOBILE OWNED OR LEASED BY THE INSURED PRIOR TO THE EFFECTIVE DATE OF THE POLICY WHICH IS NOT INCLUDED ON THE SCHEDULE OF AUTOMOBILES FILED WITH THE INSURER UNTIL A REQUEST FOR COVERAGE HAS BEEN FILED WITH THE INSURER.

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

(e) The advance premium is subject to adjustment at the end of the policy period when the Insured shall deliver to the Insurer a written statement with effective dates of all the additions to and deletions from the original schedule of automobiles during such policy period. At the end of the policy period, the Insurer shall calculate the adjustment of the earned premium for such automobiles on the basis indicated below:

on a pro-rata basis of the rates specified for each type of use or description of automobiles

**OR**

on a 50/50 basis charging or refunding 50% of the rate specified for the net increase or decrease for each type of use or description of automobiles

If the earned premium exceeds the advance premium stated in Item 4 of the Policy, the Insured shall pay such additional premium; if less, the Insurer shall refund to the Insured the return premium due.

If the coverage is provided on automobiles of a type or classification which are not listed on the schedule of automobiles attached to this Policy or summarized in (f) below, the Insurer's manual book rate, adjusted by the application of the experience credits or debits on which the Policy was written will apply.

(f) If a schedule of automobiles is not attached to the Policy, the following is a summary of the automobiles referred to in (c) above on which basis the Policy is issued.

**Summary of Automobiles and Premiums**

Number of Units	Type of Use	Description of Automobile	Location	Unit Rate	Advance Premium
N/A	Carsharing as defined in Schedule 1	Described Automobiles as defined in Schedule 1	Nova Scotia	N/A	N/A

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

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

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

**SCHEDULE 1**

(ATTACHED TO THE CERTIFICATE OF AUTOMOBILE INSURANCE)

<b>Issued to:</b>	Turo Inc. (Canadian Operations) and any Carsharing Lessor	<b>Effective Date:</b>	2021-04-19
<b>Policy Number:</b>	7J8013174		

It is hereby declared and agreed that:

- (i) The Name of the Insured appearing in the Certificate of Automobile Insurance shall read: Turo Inc. (Canadian Operations) and any Carsharing Lessor.

**“Carsharing Lessor”** means a person who by agreement, rents a Described Automobile to a Carsharing Lessee through the business of Carsharing facilitated by the named insured.

**“Carsharing Lessee”** means a person who rents a Described Automobile from a Carsharing Lessor through the business of Carsharing facilitated by the named insured. The Carsharing Lessee shall include any person who with the consent of the Carsharing Lessee is in possession of or who operates the Described Automobile.

**“Carsharing”** means a service through which a Carsharing Lessor makes the Described Automobile available for use to a Carsharing Lessee as a rented automobile through an application on a mobile or web-based device facilitated by the named insured. This definition does not include any personal use of the Described Automobile by the Carsharing Lessor for which coverage is available under the Carsharing Lessor’s own personal automobile insurance policy and not excluded under clause 8(1) of Section E of same.

**“Described Automobiles”** means the automobiles rented by the Carsharing Lessors for the purpose of Carsharing, which are licensed, plated and originating from the province of Nova Scotia and that are subject to the **I.P.C.F. Blanket Basis Fleet Endorsement for Nova Scotia Carsharing**.

**TO BE READ IN CONJUNCTION WITH THE “I.P.C.F CARSHARING ENDORSEMENT” WHICH FORMS PART OF THE POLICY TO WHICH THIS SCHEDULE 1 IS ATTACHED.**

## I.P.C.F. Carsharing Endorsement

INSURER: <b>Intact Insurance Company</b>	Attached to and forming part of Policy No.:			
	7J8013174			
INSURED: <b>Named Insureds as per Schedule 1</b>	This endorsement shall be effective from:			<input checked="" type="checkbox"/> A.M. <u>12:01</u>
	2021	04	19	<input type="checkbox"/> P.M. _____
	YYYY	MM	DD	Local Time

Permission is given for the Described Automobile to be rented or leased but only with respect to Carsharing during the Delivery Period and Rental Period, and provided that any period of such renting or leasing to any one person does not exceed thirty (30) consecutive days.

### **Section A – Third Party Liability**

It is agreed that while the Described Automobile is rented or leased, Clause 1 of Section A of the Policy is amended to read as follows:

1. The Insurer agrees to indemnify the insured and, in the same manner and to the same extent as if named herein as the insured, every other person who with the insured's consent, for the exclusive purpose of Carsharing and only during the Delivery Period and the Rental Period, personally drives the automobile or personally operates any part thereof, against the liability imposed by law upon the insured or upon any such other person for loss or damage arising from the ownership, use or operation of the automobile and resulting from **BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY**. The Insurer shall consider these other people insured persons under this policy but:
  - a. the coverage provided by this policy is excess to any Third Party Liability coverage available to the other insured persons, including the Carsharing Lessee and driver, under any other automobile third party liability policy, but shall provide primary coverage to the Carsharing Lessor;
  - b. the policy to which this endorsement is attached shall respond prior to the Carsharing Lessor's automobile insurance policy; and
  - c. except for the Insured, this policy does not provide any defence for the other insured persons if they are entitled to a defence under any other automobile insurance policy.

It is agreed that while the Described Automobile is rented or leased, the exclusion in Clause 2.(3) of Section A of the Policy is amended to read as follows:

- 2.(3) for loss of or damage to property carried in or upon the automobile or to any property owned or rented by, or in the care, custody or control of the Carsharing Lessee or other insured persons.

### **Coverage Priorities**

For the purposes of determining priority in respect of claims made for Statutory Accident Benefits by a Carsharing Lessee, driver, passenger, pedestrian or cyclist, pursuant to s.143 of the *Insurance Act* (Nova Scotia), this Policy will respond prior to any other automobile liability policy under which the Carsharing Lessor is an insured or named insured, subject to the Exclusion below.

For the purposes of determining the order in which third party liability provisions of any policies respond under the *Non-Owned Automobile Insurance Liability Regulations* made under the *Insurance Act* (Nova Scotia), in respect of a claim made for loss or damage for bodily injury or death arising directly or indirectly from the use or operation of the Described Automobile that is leased by the Carsharing Lessor for the business of Carsharing during the Rental Period and Delivery Period, this Policy shall respond prior to any other policy under which the Carsharing Lessor or any of the lessors described in the Lessor's Schedule attached herein, is entitled to indemnity as an insured under a contract of insurance, subject to the Exclusion below.

For the purposes of s.148D(4)(a) of the *Insurance Act* (Nova Scotia), this Policy shall be deemed to have been issued only to the Carsharing Lessee of the Described Automobile, and not to the Carsharing Lessor.

## **Exclusion**

The Insurer will not cover the Described Automobile under this Policy while used for any purpose other than for the purpose of Carsharing during the Rental Period and Delivery Period.

## **Definitions**

In this endorsement,

**“Carsharing”** means a service through which a Carsharing Lessor makes the Described Automobile available for use to a Carsharing Lessee as a rented automobile through an application on a mobile or web-based device facilitated by the named insured. This definition does not include any personal use of the Described Automobile by the Carsharing Lessor for which coverage is available under the Carsharing Lessor’s own personal automobile insurance policy and not excluded under clause 8(1) of Section E of same.

**“Carsharing Company”** means a business entity that uses a Carsharing System to connect Carsharing Lessors with Carsharing Lessees for the purpose of Carsharing.

**“Carsharing Lessee”** means a person who rents a Described Automobile from a Carsharing Lessor through the business of Carsharing facilitated by the named insured. The Carsharing Lessee shall include any person who with the consent of the Carsharing Lessee is in possession of or who operates the Described Automobile.

**“Carsharing Lessor”** means a person who by agreement, rents a Described Automobile to a Carsharing Lessee through the business of Carsharing facilitated by the named insured.

**“Carsharing System”** means an online-enabled application on a mobile or web-based device which serves as a platform for the purpose of Carsharing.

**“Delivery Period”** means the period of time between the Carsharing Lessor’s departure location to the delivery address as specified in the Carsharing System for the purpose of Carsharing, which shall not exceed two (2) hours, unless circumstances arise which are beyond the Carsharing Lessor’s control that impede his/her ability to deliver the Described Automobile, in which case the delivery of the Described Automobile shall not exceed twenty-four (24) hours.

**“Described Automobiles”** means the automobiles rented by the Carsharing Lessors for the purpose of Carsharing, which are licensed, plated and originating from the province of Nova Scotia and that are subject to the I.P.C.F. Blanket Basis Fleet Endorsement for Nova Scotia Carsharing.

**“Policy”** means the policy to which this endorsement is attached.

**“Rental Period”** means the following:

The Rental Period would start at the earliest of:

- a) The start of the Reservation Time on the Carsharing System; or
- b) When the Carsharing Lessor of a Described Automobile provides the Carsharing Lessee with the care, custody and control of the Described Automobile which may be evidenced with the delivery of the keys, but only if the care, custody and control are provided on the same calendar day as the start of the Reservation Time on the Carsharing System.

The Rental Period would end at the latest of:

- a) The end of the Reservation Time indicated on the Carsharing System; or
- b) The intent to terminate the reservation is expressly communicated to the Carsharing Company, but only if the intended termination is on the same calendar day as the end of the Reservation Time indicated on the Carsharing System; or
- c) The Described Automobile is:

- (i) returned to a location specified by the Carsharing Lessor of the Described Automobile or the Carsharing Company;
- (ii) retrieved by the Carsharing Lessor of the Described Automobile (or their designee);

but only if (i) or (ii) occurs within twenty-four (24) hours of the end of the Reservation Time as indicated on the Carsharing System unless there are circumstances beyond the Carsharing Lessee's control which impede their ability to return the Described Automobile prior to the Reservation Time. Any period falling after the twenty-four-hour period from the end of the Reservation Time as indicated on the Carsharing System, the Carsharing Lessee must have the express consent from the Carsharing Lessor or the Carsharing Company to maintain care, custody and control of the Described Automobile, otherwise coverage under this Policy will cease to apply.

**"Reservation Time"** means the time agreed to by the Carsharing Lessor and Carsharing Lessee for pick up and drop off a Described Automobile through the Carsharing System.

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



## I.P.C.F. Conversion Coverage for Carsharing Endorsement

INSURER: <b>Intact Insurance Company</b>	Attached to and forming part of Policy No.:  7J8013174												
INSURED: <b>Named Insureds as per Schedule 1</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="padding: 2px;">This endorsement shall be effective from:</td> <td style="padding: 2px;"><input checked="" type="checkbox"/> A.M. <b>12:01</b></td> </tr> <tr> <td style="text-align: center; padding: 2px;">2021</td> <td style="text-align: center; padding: 2px;">04</td> <td style="text-align: center; padding: 2px;">19</td> <td style="padding: 2px;"><input type="checkbox"/> P.M. _____</td> </tr> <tr> <td style="text-align: center; padding: 2px;">YYYY</td> <td style="text-align: center; padding: 2px;">MM</td> <td style="text-align: center; padding: 2px;">DD</td> <td style="padding: 2px;">Local Time</td> </tr> </table>	This endorsement shall be effective from:			<input checked="" type="checkbox"/> A.M. <b>12:01</b>	2021	04	19	<input type="checkbox"/> P.M. _____	YYYY	MM	DD	Local Time
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YYYY	MM	DD	Local Time										

In consideration of a premium stated in the Certificate of Automobile Insurance, it is agreed that while the Described Automobile is rented or leased by a Carsharing Lessor for the purpose of Carsharing during the Delivery Period and the Rental Period, the exclusion under clause 6.1(b) of Section C of the Policy is amended to read as follows:

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

Each conversion, embezzlement, theft or secretion with respect to which indemnity is provided by this endorsement 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 sum of **\$1000** payable to the Insured.

### **Definitions**

In this endorsement,

**“Carsharing”** means a service through which a Carsharing Lessor makes the Described Automobile available for use to a Carsharing Lessee as a rented automobile through an application on a mobile or web-based device facilitated by the named insured. This definition does not include any personal use of the Described Automobile by the Carsharing Lessor for which coverage is available under the Carsharing Lessor's own personal automobile insurance policy and not excluded under clause 8(1) of Section E of same.

**“Carsharing Company”** means a business entity that uses a Carsharing System to connect Carsharing Lessors with Carsharing Lessees for the purpose of Carsharing.

**“Carsharing Lessee”** means a person who rents a Described Automobile from a Carsharing Lessor through the business of Carsharing facilitated by the named insured. The Carsharing Lessee shall include any person who with the consent of the Carsharing Lessee is in possession of or who operates the Described Automobile.

**“Carsharing Lessor”** means a person who by agreement, rents a Described Automobile to a Carsharing Lessee through the business of Carsharing facilitated by the named insured.

**“Carsharing System”** means an online-enabled application on a mobile or web-based device which serves as a platform for the purpose of Carsharing.

**“Delivery Period”** means the period of time between the Carsharing Lessor's departure location to the delivery address as specified in the Carsharing System for the purpose of Carsharing, which shall not exceed two (2) hours, unless circumstances arise which are beyond the Carsharing Lessor's control that impede his/her ability to deliver the Described Automobile, in which case the delivery of the Described Automobile shall not exceed twenty-four (24) hours.

**“Described Automobiles”** means the automobiles rented by the Carsharing Lessors for the purpose of Carsharing, which are licensed, plated and originating from the province of Nova Scotia and that are subject to the I.P.C.F. Blanket Basis Fleet Endorsement for Nova Scotia Carsharing.

**“Policy”** means the policy to which this endorsement is attached.

**“Rental Period”** means the following:

The Rental Period would start at the earliest of:

- a) The start of the Reservation Time on the Carsharing System; or

- b) When the Carsharing Lessor of a Described Automobile provides the Carsharing Lessee with the care, custody and control of the Described Automobile which may be evidenced with the delivery of the keys, but only if the care, custody and control are provided on the same calendar day as the start of the Reservation Time on the Carsharing System.

The Rental Period would end at the latest of:

- a) The end of the Reservation Time indicated on the Carsharing System; or
- b) The intent to terminate the reservation is expressly communicated to the Carsharing Company, but only if the intended termination is on the same calendar day as the end of the Reservation Time indicated on the Carsharing System; or
- c) The Described Automobile is:
  - (i) returned to a location specified by the Carsharing Lessor of the Described Automobile or the Carsharing Company;
  - (ii) retrieved by the Carsharing Lessor of the Described Automobile (or their designee);

but only if (i) or (ii) occurs within twenty-four (24) hours of the end of the Reservation Time as indicated on the Carsharing System unless there are circumstances beyond the Carsharing Lessee's control which impede their ability to return the Described Automobile prior to the Reservation Time. Any period falling after the twenty-four-hour period from the end of the Reservation Time as indicated on the Carsharing System, the Carsharing Lessee must have the express consent from the Carsharing Lessor or the Carsharing Company to maintain care, custody and control of the Described Automobile, otherwise coverage under this Policy will cease to apply.

**“Reservation Time”** means the time agreed to by the Carsharing Lessor and Carsharing Lessee for pick up and drop off a Described Automobile through the Carsharing System.

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

## Lessors Schedule (For Carsharing – Nova Scotia)

Attached to the Certificate of Automobile Insurance  
and forming part of Policy No.:

7J8013174

Named Insured: Named Insureds as per Schedule 1

Effective Date: 2021-04-19

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

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

“**Carsharing Lessor**” means a person who by agreement, rents a Described Automobile to a Carsharing Lessee through the business of Carsharing facilitated by the named insured.

“**Carsharing Lessee**” means a person who rents a Described Automobile from a Carsharing Lessor through the business of Carsharing facilitated by the named insured. The Carsharing Lessee shall include any person who with the consent of the Carsharing Lessee is in possession of or who operates the Described Automobile.

“**Carsharing**” means a service through which a Carsharing Lessor makes the Described Automobile available for use to a Carsharing Lessee as a rented automobile through an application on a mobile or web-based device facilitated by the named insured. This definition does not include any personal use of the Described Automobile by the Carsharing Lessor for which coverage is available under the Carsharing Lessor's own personal automobile insurance policy and not excluded under clause 8(1) of Section E of same.

“**Described Automobiles**” means the automobiles rented by the Carsharing Lessors for the purpose of Carsharing, which are licensed, plated and originating from the province of Nova Scotia and that are subject to the I.P.C.F. Blanket Basis Fleet Endorsement for Nova Scotia Carsharing.

**Lienholders (to whom loss may be jointly payable) Schedule (For Carsharing – Nova Scotia)**

Attached to the Certificate of Automobile Insurance and forming part of Policy No.:

7J8013174

Named Insured: Named Insureds as per Schedule 1

Effective Date: 2021-04-19

It is hereby declared and agreed that the name of the Lienholder in the Certificate of Automobile Insurance shall include all Lienholders who have a registered lien on a Described Automobile that is owned or leased by a Carsharing Lessor.

“**Lienholders**” mean in respect of a Described Automobile, any persons who have a registered lien on the Described Automobile owned or leased by a Carsharing Lessor.

“**Carsharing Lessor**” means a person who by agreement, rents a Described Automobile to a Carsharing Lessee through the business of Carsharing facilitated by the named insured.

“**Carsharing Lessee**” means a person who rents a Described Automobile from a Carsharing Lessor through the business of Carsharing facilitated by the named insured. The Carsharing Lessee shall include any person who with the consent of the Carsharing Lessee is in possession of or who operates the Described Automobile.

“**Carsharing**” means a service through which a Carsharing Lessor makes the Described Automobile available for use to a Carsharing Lessee as a rented automobile through an application on a mobile or web-based device facilitated by the named insured. This definition does not include any personal use of the Described Automobile by the Carsharing Lessor for which coverage is available under the Carsharing Lessor’s own personal automobile insurance policy and not excluded under clause 8(1) of Section E of same.

“**Described Automobiles**” means the automobiles rented by the Carsharing Lessors for the purpose of Carsharing, which are licensed, plated and originating from the province of Nova Scotia and that are subject to the I.P.C.F. Blanket Basis Fleet Endorsement for Nova Scotia Carsharing.

**N.S.E.F. No. 20**  
**LOSS OF USE ENDORSEMENT**

INSURER: <b>Intact Insurance Company</b>	Attached to and forming part of Policy No.: <b>7J8013174</b>												
INSURED: <b>Named Insureds as per Schedule 1</b>	This endorsement shall be effective from: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;"><b>2021</b></td> <td style="width: 25%; text-align: center;"><b>04</b></td> <td style="width: 25%; text-align: center;"><b>19</b></td> <td style="width: 25%;"><input checked="" type="checkbox"/> A.M. <u>12:01</u></td> </tr> <tr> <td style="text-align: center;">YYYY</td> <td style="text-align: center;">MM</td> <td style="text-align: center;">DD</td> <td><input type="checkbox"/> P.M. _____</td> </tr> <tr> <td colspan="3"></td> <td style="text-align: right;">Local Time</td> </tr> </table>	<b>2021</b>	<b>04</b>	<b>19</b>	<input checked="" type="checkbox"/> A.M. <u>12:01</u>	YYYY	MM	DD	<input type="checkbox"/> P.M. _____				Local Time
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YYYY	MM	DD	<input type="checkbox"/> P.M. _____										
			Local Time										

In consideration of the premium as stated and in the event of loss or damage to the automobile for which indemnity is provided by Section C of this policy, the Insurer agrees to reimburse the Insured as the result of loss of use of the automobile for expense reasonably incurred for the rental of a substitute automobile, including taxicabs or public means of transportation.

Provided always, that:

- (1) The most the Insurer will pay is **\$75** per day, to a maximum of **\$500** per occurrence;
- (2) Reimbursement is limited to such incurred expense commencing:
  - (a) at the time the loss or damage occurs if the automobile cannot be operated under its own power;
  - (b) in the case of theft of the entire automobile, at 12:01 A.M. the day following the report of such theft to the Insurer or to the police;
  - (c) in other cases, at the time the automobile is delivered for repair due to the loss or damage;
and the coverage ends, regardless of the expiration of the policy period, upon:
  - (i) the date that the automobile is repaired or replaced; or
  - (ii) the Insurer makes or offers settlement of the loss or damage.
- (3) The indemnity provided by the policy for loss of use by theft under Additional Agreement of Insurer (4)(a) is replaced by this endorsement but in no event shall the amounts stated in this endorsement be less than those stated in Additional Agreement of Insurer (4)(a) of the policy.
- (4) No indemnity is provided by this endorsement unless the loss or damage to the automobile exceeds any applicable deductible amount specified in this endorsement or Certificate of Automobile Insurance for such loss or damage.

Insuring Agreement		Perils	Deductible	Premium
SECTION C LOSS OF OR DAMAGE TO INSURED AUTOMOBILE	SUB. SEC. 1	ALL PERILS	\$	Deductible applies on each claim except for loss or damage caused by fire or lightning or theft of the entire automobile.
	2.	COLLISION OR UPSET	\$1000	\$
	3.	COMPREHENSIVE (EXCLUDING COLLISION OR UPSET)	\$1000	\$
	4.	SPECIFIED PERILS (EXCLUDING COLLISION OR UPSET)	\$	\$
			<b>TOTAL</b>	<b>\$</b>

If more than one automobile is insured under this Policy, this endorsement shall apply only to the automobile described in item(s) number of the schedule of automobiles attached to and forming part of this Policy.

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

**N.S.E.F. No. 43R**  
**LIMITED WAIVER OF DEPRECIATION ENDORSEMENT**

INSURER: <b>Intact Insurance Company</b>	Attached to and forming part of Policy No.: <b>7J8013174</b>												
INSURED: <b>Named Insureds as per Schedule 1</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="padding: 2px;">This endorsement shall be effective from:</td> <td style="padding: 2px;"><input checked="" type="checkbox"/> A.M. <u>12:01</u></td> </tr> <tr> <td style="text-align: center; padding: 2px;"><b>2021</b></td> <td style="text-align: center; padding: 2px;"><b>04</b></td> <td style="text-align: center; padding: 2px;"><b>19</b></td> <td style="padding: 2px;"><input type="checkbox"/> P.M. _____</td> </tr> <tr> <td style="text-align: center; padding: 2px;">YYYY</td> <td style="text-align: center; padding: 2px;">MM</td> <td style="text-align: center; padding: 2px;">DD</td> <td style="padding: 2px;">Local Time</td> </tr> </table>	This endorsement shall be effective from:			<input checked="" type="checkbox"/> A.M. <u>12:01</u>	<b>2021</b>	<b>04</b>	<b>19</b>	<input type="checkbox"/> P.M. _____	YYYY	MM	DD	Local Time
This endorsement shall be effective from:			<input checked="" type="checkbox"/> A.M. <u>12:01</u>										
<b>2021</b>	<b>04</b>	<b>19</b>	<input type="checkbox"/> P.M. _____										
YYYY	MM	DD	Local Time										

In consideration of the premium charged and in the event that loss of or damage to the Insured automobile for which indemnity is provided under Section A.1 or Section C of this Policy exceeds the deductible amount specified in the Policy, the Insurer agrees to waive its right under Mandatory Condition 4(5) by which its liability is limited to the actual cash value of the automobile at the time of loss or damage with proper deduction for depreciation.

PROVIDED THAT:

- (a) the Insured is the original purchaser of the automobile exclusive of the selling dealer;
- (b) the loss of or damage to the insured automobile occurs within 24 months of the date on which the automobile was first delivered to the Insured;
- (c) this endorsement does not apply with respect to
  - (i) tires and batteries, nor
  - (ii) betterment resulting from the repair or replacement of parts having prior unrepaired damage;
- (d) the Insurer shall in no event be liable for more than the actual purchase price of the automobile and its equipment to the Insured or the manufacturer's suggested list price at the original date of purchase of the automobile and its equipment, whichever is the lesser amount;

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. 43R is designated in the schedule of automobiles forming part of the Policy. If N.S.E.F. No. 43R is designated with respect to more than one automobile in the schedule of automobiles forming part of this Policy, then the coverage provided shall be construed as if provided by separate policies of insurance with respect of each automobile to which endorsement N.S.E.F. No. 43R is applicable.

This endorsement is attached to and forms part of the Policy and shall be effective from the local time and effective date of the policy or renewal date, 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**  
**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 "dependant relative" means:
  - (i) a person,
    - (1) under the age of 18 years who resides with the named insured and is principally dependant 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 dependant 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 a school, college or university, is principally dependant 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 dependant 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
    - (1) 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
    - (2) 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 dependant 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 purposes of Definition 1(b)), and his or her spouse or common law partner if residing in the same dwelling premises, and any dependant 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 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 cohabited 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 amounts available to eligible claimants under any first loss insurance as referred to in paragraph 7 of this endorsement.

## 4. AMOUNT PAYABLE PER ELIGIBLE CLAIMANT

- (a) The amount payable under this endorsement to any eligible claimant shall be ascertained by determining the amount of damages the eligible claimant is legally entitled to recover from the inadequately insured motorist and deducting from that amount the aggregate of the amounts referred to in paragraph 4(b), but in no event shall the Insurer be obliged to pay any amount in excess of the limit of coverage as determined under paragraph 3 of this endorsement.
- (b) The amount payable under this endorsement to any eligible claimant is excess to any amount actually recovered by the eligible claimant from any source (other than money payable on death under a policy of insurance) and is excess to any amounts the eligible claimant is entitled to recover (whether such entitlement is pursued or not) from:
  - (i) the insurers of the inadequately insured motorist, and from bonds, cash deposits or other financial guarantees given on behalf of the inadequately insured motorist;



- (ii) the insurers of any person jointly liable with the inadequately insured motorist for the damages sustained by an insured person;
  - (iii) the Société de l'assurance automobile du Québec;
  - (iv) 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 Worker's 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 limit of the Insurer's liability under the endorsement as set out in paragraph 3, the Insurer may pay to each eligible claimant a pro rata portion of the amount otherwise payable to each eligible claimant. In the event that payments are made to eligible claimants under this endorsement prior to the receipt of actual notice of any additional claim, then the limits of this endorsement as referred to in paragraph 3 of this endorsement shall be the amount determined in paragraph 3 less the amounts paid to the prior eligible claimants.

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

- (a) The amount that an eligible claimant is legally entitled to recover shall be determined in accordance with the procedures set forth for determination of the issues of quantum and liability by the uninsured motorist coverage provisions of the policy.
- (b) In determining the amount an eligible claimant is legally entitled to recover from the inadequately insured motorist, issues of quantum shall be decided in accordance with the law of the province governing the policy and issues of liability shall be decided in accordance with the law of the place where the accident occurred.
- (c) In determining any amounts an eligible claimant is legally entitled to recover, no amount shall be included with respect to pre-judgment interest accumulating prior to notice as required by this endorsement.
- (d) In determining any amounts an eligible claimant is legally entitled to recover, no amount shall be included with respect to punitive, exemplary, aggravated or other damages the award of which is based in whole or in part on the conduct of the inadequately insured motorist or person jointly liable therewith, to the extent that the said damages are not for the purpose of compensating the eligible claimant for actually incurred losses.
- (e) In determining any amounts an eligible claimant is legally entitled to recover from an inadequately insured motorist as defined in paragraph 1 (e) (i), no amount shall be included with respect to costs.
- (f) No findings of a Court with respect to issues of quantum or liability are binding on the Insurer unless the Insurer was provided with a reasonable opportunity to participate in those proceedings as a party.

## **6. PROCEDURES**

- (a) The following requirements are conditions precedent to the liability of the Insurer to the eligible claimant under this endorsement:
  - (i) the eligible claimant shall promptly give written notice, with all available particulars, of any accident involving injury or death to an insured person and of any claim made on account of the accident;
  - (ii) the eligible claimant shall, if so required, provide details of any policies of insurance, other than life insurance, to which the eligible claimant may have recourse;
  - (iii) the eligible claimant and the insured person shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the Insurer or its representative, all documents in their possession or control that relate to the matters in question, and they shall permit extracts and copies thereof to be made.
- (b) Where an eligible claimant commences a legal action for damages for bodily injury or death against any other person owning or operating an automobile involved in the accident, a copy of the Writ of Summons or other initiating process shall be delivered or sent by registered mail immediately to the chief agency or head office of the Insurer in the province together with particulars of the insurance and loss.
- (c) Every action or proceeding against the Insurer for recovery under this endorsement shall be commenced within 12 months from the date upon which the eligible claimant or his legal representatives knew or ought to have known that the quantum of the claims with respect to an insured person exceeded the minimum limits for motor vehicle liability insurance in the jurisdiction in which the accident occurred. No action which is commenced within 2 years of the date of the accident shall be barred by this provision.

## **7. MULTIPLE COVERAGES**

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

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

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

## **8. ACCIDENTS IN THE PROVINCE OF QUEBEC**

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

## **9. SUBROGATION**

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

## **10. ASSIGNMENT OF RIGHTS OF ACTION**

Where a payment is made under this endorsement, the Insurer is entitled to receive from the eligible claimant, in consideration thereof, an assignment of all rights of action whether 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 S.E.F. No. 44 is designated in the schedule of automobiles forming part of the policy. If 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 S.E.F. No. 44 is applicable, subject always to the provisions of paragraph 7 hereof.

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

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

## **N.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 definition of 'dependant 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.