

**BRITISH COLUMBIA OFF ROAD  
RECREATIONAL VEHICLE  
Insurance Policy**

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## **INSURING AGREEMENTS**

Whereas an application has been made by the Insured, now, therefore in consideration of the payment of the premium specified and of the statements contained in the application, and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated and subject always to the condition that the Insurer shall be liable only under the section(s) or subsection(s) of the following Insuring Agreements A, B C and D or which a premium is specified in the policy declaration and no other.

### **SECTION A – THIRD PARTY LIABILITY**

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 his consent personally drives the vehicle, 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 vehicle and resulting from bodily injury to or death of any person or damage to property

#### **The Insurer shall not be liable under this section,**

- a) for any liability imposed by any workmen's compensation law upon any person insured by this section; or
- b) for loss or damage resulting from bodily injury to or the death of any employee of any person insured by this section while engaged in the operation or repair of the vehicle; or
- c) for loss of or damage to property carried in or upon the vehicle or to any property owned or rented by, or in the care, custody or control of any person insured by this section; or
- d) for any amount in excess of the limit(s) stated in the application and expenditures provided for in the Additional Agreements of this section; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard;
- e) for bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any water of any description no matter where located or how contained, or into any watercourse, drainage or sewage system. This exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental, however is subject to a sub-limit of twenty-five thousand dollars (\$25,000) for any such sudden and accidental discharge, dispersal, release or escape, regardless of the limit applicable to Section A and this amount shall be part of and not in addition to the Section A limit.

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

### **ADDITIONAL AGREEMENTS OF INSURER**

Where indemnity is provided by this section the Insurer shall,

- 1) upon receipt of notice of loss or damage caused to persons or property, serve any person insured by this Policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
- 2) defend in the name and on behalf of any person insured by this Policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- 3) pay all costs taxed against any person insured by this Policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limit(s) of the Insurer's liability; and
- 4) in case the injury be to a person, reimburse any person insured by this Policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- 5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit(s) stated in of the application; and
- 6) not set up any defence to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.
- 7) It is understood and agreed that while the vehicle is being operated off a public highway the Insurer waives compliance with that portion of the Statutory Condition dealing with prohibited uses which prohibits the Insured from driving or operating the vehicle or permitting the use of the vehicle when the operator is not authorized by law or qualified to drive the vehicle or while he is under the age prescribed by law for the operation of a vehicle on a highway

### **AGREEMENTS OF INSURED**

Where indemnity is provided by this section, every person insured by this Policy:

- a) by the acceptance of this Policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the Insured arising out of the ownership, use or operation of the vehicle;
- b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to vehicle insurance and which the Insurer would not otherwise be liable to pay under this Policy.
- c) while the vehicle (or temporary substitute) is operated by an insured person who does not hold a valid Motor Vehicle Driver's license or one which is recognized as being equivalent to such in the Province the vehicle is being operated, the Limit of Liability under Section A shall be reduced to two-hundred thousand dollars (\$200,000) and shall be subject to a Deductible of \$ 1,000 for damage to property of others.
- d) the earned premium shall be charged at a rate of twenty-five percent (25%) per month or portion thereof, but, in no event, shall the unearned premium for the expired time be deemed to be less than any minimum retained premium specified.

## UNINSURED AND UNIDENTIFIED OFF ROAD VEHICLE COVERAGE

### 1. Definitions

For the purposes of this section,

- (a) “insured off road vehicle” means the off road vehicle as defined or described under the contract;
- (b) “person insured under the contract” means any person while driving, being carried in or upon or entering or getting on to or alighting from the insured off road vehicle, who is struck by an uninsured or unidentified off road vehicle, but does not include a person struck while driving, being carried in or upon or entering or getting on to or alighting from railway rolling stock that runs on rails, and
- (c) if the insured named in the contract is a corporation, unincorporated association or partnership, any director, officer, employee or partner of the insured named in the contract, for whose regular use the insured off road vehicle is furnished
- (d) “unidentified off road vehicle” means an off road vehicle with respect to which the identity of either the owner or driver cannot be ascertained;
- (e) “uninsured off road vehicle” means an off road vehicle with respect to which neither the owner nor driver of it has applicable and collectible bodily injury liability and property damage liability insurance for its ownership, use or operation, but does not include an off road vehicle owned by or registered in the name of the insured or the insured’s spouse.

### 2. Uninsured Off road vehicle and Unidentified Off road vehicle Coverage

The insurer agrees to pay all sums that a person is legally entitled to recover from the owner or driver of an uninsured off road vehicle or unidentified off road vehicle as damages for bodily injury to or the death of a person insured under the contract resulting from an accident involving an off road vehicle

### 3. Limits and Exclusions

The insurer is not liable under paragraph clause 2 of this Section

- (a) in any event to pay in respect of any one accident a total amount in excess of the minimum limit for a contract evidenced by a motor vehicle liability policy
- (b) where an accident occurs in a jurisdiction other than British Columbia, to pay in respect of the accident a total amount in excess of
  - (i) the minimum limit for motor vehicle liability insurance coverage in the other jurisdiction, or
  - (ii) the minimum limit referred to in paragraph (a), whichever is less, regardless of the number of persons sustaining bodily injury or dying
- (c) to make any payment to a claimant who claims damages resulting from an accident that occurred in a jurisdiction in which the claimant may make a valid claim for payment of such damages from an unsatisfied judgment fund or similar fund,
- (d) to make any payment to a claimant who is legally entitled to recover a sum of money under the third party liability section of any motor vehicle liability policy,
- (e) to make any payment to a claimant who would otherwise be legally entitled to recover a sum of money under any contract of insurance as a result of the accident, other than money payable on death, that exceeds the sum that the person is legally entitled to recover under subsection 2 of this Section,
- (f) subject to paragraphs (a), (b) and (e), to pay a claimant with respect to any one accident a sum in excess of the difference between the sum that the claimant is legally entitled to recover as damages from the owner or driver of the off road vehicle and the sum that the claimant is otherwise legally entitled to recover under any valid contract of insurance, other than money payable on death, as a result of the accident,
- (g) to make any payment respecting bodily injury, death or damage caused directly or indirectly by radioactive material.

### 4. Accidents Involving Unidentified Off road vehicles

Where bodily injuries to or the death of a person insured under the contract results from an accident involving an unidentified off road vehicle, the claimant or a person acting on behalf of the claimant shall

- (a) report the accident within twenty-four hours after the accident or as soon after that period as practicable to a law enforcement officer
- (b) deliver to the insurer within thirty days after the accident or as soon after that period as practicable a written notice, stating that the claimant has a cause of action arising out of the accident for damages against a person whose identity cannot be ascertained and setting out the facts in support of the cause of action, and
- (c) at the request of the insurer, make available for inspection by the insurer, where practicable, any off road vehicle involved in the accident in which the person insured under the contract was an occupant at the time of the accident

### 5. Determination of Legal Liability and Amount of Damages

- (1) Issues as to whether or not a claimant is legally entitled to recover damages and as to the amount of such damages shall be determined
  - (a) by written agreement between the claimant and the insurer,
  - (b) at the request of the claimant and with the consent of the insurer, by arbitration by
    - (i) one person, if the parties are able to agree on such person, or
    - (ii) where the parties are unable to agree on one person, three persons, one of whom is chosen by the claimant, one of whom is chosen by the insurer and one of whom is selected by the two persons so chosen, or
  - (c) by the Supreme Court of British Columbia in an action brought against the insurer by the claimant.
- (2) The **Arbitration Act** applies to an arbitration under paragraph 5. (1) (b).
  - (a) An insurer may, in its defence of an action referred to in paragraph 5. (1) (c), contest the issue of
  - (b) the legal entitlement of the claimant to recover damages, or
  - (c) the amount of damages payable, only if such issue has not already been determined in a contested action in the Supreme Court of British Columbia.

### 6. Notice and Proof of Claim

A person claiming damages for bodily injury to or the death of a person resulting from an accident involving an uninsured off road vehicle or unidentified off road vehicle or a person acting on behalf of the claimant shall

- (a) within thirty days after the date of the accident or as soon after that period as practicable, give written notice of the claim to the insurer by

delivering it personally or by sending it by registered mail to McLarens Canada, 5915 Airport Road, Suite 300, Toronto, Ontario L4V 1T1 or by email to [openskiesclaimsdesk@mclarens.ca](mailto:openskiesclaimsdesk@mclarens.ca)

- (b) within ninety days after the date of the accident or as soon after that period as practicable, deliver to the insurer as fully detailed a proof of claim as is reasonably possible in the circumstances respecting the events surrounding the accident and the damages resulting from it,
- (c) provide the insurer, at the insurer's request, with the certificate of a medical practitioner legally qualified to practice medicine, describing the cause and nature of the bodily injury or death to which the claim relates and the duration of any disability resulting from the accident, and
- (d) provide the insurer with details of any policies of insurance, other than life insurance, to which the claimant may have recourse.

#### 7. Notice of Legal Proceeding

- (1) A claimant who is a person insured under the contract or is a person claiming damages for bodily injury to or the death of a person insured under the contract and who commences an action or other legal proceeding seeking damages against another person owning or operating an off road vehicle involved in the accident shall immediately deliver a copy of the notice of action or other originating process to McLarens Canada by delivering it personally or by sending it by registered mail.
- (2) Subject to subsection (3), if a claimant referred to in subsection (1) obtains a judgment against the other person referred to in subsection (1) and is unable to recover all or a portion of the sum awarded to the claimant in the judgment, the insurer shall, at the claimant's request, pay to the claimant the sum or portion of the sum remaining due.
- (3) Before making payment under subsection (2), the insurer may require the claimant to assign the claimant's judgment to the insurer and the insurer shall account to the claimant for any recovery it makes under the judgment of a sum in excess of the total of the sum paid to the claimant, after deducting the insurer's costs.

#### 8. Physical or Mental Examinations and Autopsies

- (1) The insurer has the right and the claimant shall afford the insurer an opportunity
  - (a) to conduct a physical or mental examination of any person insured under the contract to whom the claimant's claim relates at the time and as often as the insurer reasonably requires and while the claim is pending, and
  - (b) where a claim relates to the death of a person insured under the contract, to initiate an autopsy at the insurer's expense subject to the law relating to autopsies.
- (2) The insurer shall provide the claimant, at the claimant's request, with a copy of any medical, psychological or autopsy report relating to an examination or autopsy under subsection (1).

#### 9. Limitations

- (1) No person shall commence an action to recover the amount of a claim provided for under the contract unless the requirements of this Section have been complied with.
- (2) Every action or other legal proceeding against an insurer for the recovery of an amount of damages shall be commenced within two years after the date on which the cause of action against the insurer arose and not afterward.

#### 10. Limitation of Benefit Payable

A claimant who is entitled to claim under more than one contract providing insurance of the type provided for may not recover an amount exceeding the amount which the claimant would be entitled to receive if the claimant were entitled to recover under only one of the contracts.

#### 11. Application of General Provisions

In so far as applicable, the general provisions, definitions and exclusions and the statutory conditions of this policy apply with the necessary modifications to this Section.

### SECTION B – PERSONAL ACCIDENT

Words in bold print in this Insurance have special meaning, as defined in the DEFINITIONS.

IMPORTANT NOTICE - THIS INSURANCE DOES NOT PROVIDE SICKNESS INSURANCE.

#### INSURING AGREEMENT

We will pay you the Sum Insured for any losses incurred while getting on to or alighting from or operating or riding, including whilst riding as a passenger, on the insured vehicle or another vehicle of the same type during the policy period. The total amount payable under this Insurance for one or more Accidents shall not exceed the largest single benefit as stated in the Schedule.

#### SCHEDULE

SUM INSURED & LARGEST SINGLE BENEFIT CAD 25,000

1.	Death		100%
<b>Loss or Loss of Use of:</b>			
2.	both feet		100%
3.	the entire sight of both eyes		100%
4.	one hand and one foot		100%
5.	one hand and the entire sight of one eye		100%
6.	one foot and the entire sight of one eye		100%
7.	one arm		75%
8.	one leg		75%
9.	one hand		67%

10.	one foot		67%
11.	the entire sight of one eye		67%
12.	thumb and index finger		33%
<b>Loss of:</b>			
13.	speech and hearing in both ears		100%
14.	speech		67%
15.	hearing in both ears		67%
16.	hearing in one ear		17%
<b>Total Paralysis:</b>			
17.	both upper and lower limbs (quadriplegia)		100%
18.	both lower limbs (paraplegia)		100%
19.	both the upper and the lower limb of one side of the body (hemiplegia)		100%
20.	<b>Permanent Total Disability</b>		100%

## ACCIDENTAL DEATH AND DISABILITY

We will pay you the applicable benefit, as stated in the Schedule, if you suffer **Bodily Injury**.

We will pay you the benefit for a loss under Items 2 through 20 only if you survive for 30 days after the **Accident**.

## DEFINITIONS

1. **'BODILY INJURY'** means identifiable physical injury caused by an **Accident**. A physical injury is a **Bodily Injury** only if it results, directly and independently of all other causes, in death or disablement within 365 days of the date of the **Accident**.
2. **'ACCIDENT' ('ACCIDENTAL')** means a sudden and unexpected event which occurs at an identifiable time and place.  
**Accident** shall also include:
  - a) exposure to the elements or,
  - b) your disappearance and your body not being found within 365 days and there being sufficient evidence to lead us to the conclusion that you sustained **Bodily Injury** which caused your death. However, in the event of your subsequently being found to be alive, any sums which we have paid shall be refunded to us.
3. **'LOSS'** with reference to:
  - (i) hand or foot means the complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
  - (ii) arm or leg means the complete severance through or above the elbow or knee joint;
  - (iii) thumb means the complete loss of one entire phalanx of the thumb;
  - (iv) index finger means the complete loss of two entire phalanges of the index finger;
  - (v) eye means the irrecoverable loss of the entire sight thereof; and, in respect of 3. (i) - (v), shall also include **Loss of Use**;
  - (vi) speech means the complete and irrecoverable loss of the ability to utter intelligible sounds.
  - (vii) hearing means the complete and irrecoverable loss of hearing.
4. **'LOSS OF USE'** means the total and irrecoverable loss of use provided the loss is continuous for 365 days and such loss of use is determined to be permanent at the end of such period.
5. **'PERMANENT TOTAL DISABILITY'** means that you are totally disabled and cannot undertake all the material duties of any business or occupation for which you are reasonably fitted by training, education or experience for a continuous period of 365 days and, at the expiration of the 365 day period, it is reasonably certain that such disability is permanent.
6. **'LICENSED PHYSICIAN'** means a legally qualified doctor of medicine (M.D.) who is not a member of your immediate family and who is licensed to practise medicine in the jurisdiction in which he or she is providing medical treatment or consultation.

## EXCLUSIONS

This Insurance does not cover death or disability in any way caused or contributed to by:

1. sickness or disease (except bacterial infection arising from **Bodily Injury**) or mental infirmity or emotional or psychological trauma;
2. war, whether declared or not, hostilities or any act of war or civil war;
3. radioactive contamination;

4. your taking part in Armed Forces service or operations;
5. your riding or driving in any kind of race or competitive event or practice;
6. your engaging in flying of any kind other than as a passenger;
7. your suicide, self-destruction, attempted suicide or self-destruction, or intentionally self-inflicted injury, while sane or insane;
8.
  - a) any drug taken, administered or injected, except on the advice of or as directed by a **Licensed Physician**;
  - b) any alcoholic beverage consumed by you to the level of intoxication;
  - c) any poison, chemical compound, gas or fumes voluntarily taken, administered, absorbed or inhaled;
9. your committing or attempting to commit a criminal act;
10. your voluntary exposure to unnecessary danger (except in an attempt to save human life);
11. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

#### **CONDITIONS**

1. We will not be bound by an assignment either of this Insurance or of any claim under this Insurance unless we receive written assignment before we pay the benefits claimed. We will not be responsible for the validity of any assignment.
2. If, on the effective date of this Insurance, any provision conflicts with the laws of any Province which are applicable to this Insurance, that provision is amended to meet the minimum requirements of such laws.
3. In any action to enforce the obligations of the Underwriters liable hereunder they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters liable hereunder as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.
4. We reserve the right not to make payment on a claim or to adjust the benefits or the premium if a false statement or omission in the application for this Insurance materially affected our decision to issue this Insurance for the premium and on the terms described in this Insurance.
5. We reserve the right not to make payment on a claim if, in the making of any claim hereunder, there shall be any fraud, mis-statement, concealment or criminal act by you.
6. All benefit payments under this Insurance will be paid within 60 days after we have received proof of claim.
7. All benefit payments under this Insurance will be made in Canada in Canadian currency.

#### **STATUTORY CONDITIONS**

1. (1) **THE INSURANCE CONTRACT:** The application form, the Policy/Certificate, any document attached to the Policy/Certificate when issued and any amendment to the Insurance contract agreed upon in writing after the Policy/Certificate is issued, constitute the entire Insurance contract, and no agent has authority to change the Insurance contract or waive any of its provisions.
  - (2) **WAIVER:** We shall be deemed not to have waived any condition of this Insurance contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by us.
  - (3) **COPY OF APPLICATION FORM:** We shall, upon request, furnish to you a copy of the application form.
2. **MATERIAL FACTS:** No statement made by you at the time of application for this Insurance contract shall be used in defence of a claim under or to avoid this Insurance contract unless it is contained in the application form or any other written statements or answers furnished as evidence of insurability.
3. **TERMINATION BY YOU:** You may terminate this Insurance contract at any time by giving written notice of termination to us by registered mail to our head office or chief agency in the Province, or by delivery thereof to our authorized agent in the Province, and we shall upon surrender of this Insurance contract refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by us at the time of termination.
4. (1) **NOTICE AND PROOF OF CLAIM:** You or a beneficiary entitled to make a claim, or the agent of either, shall:
  - a) give written notice of claim to us,
    - i) by delivery thereof, or by sending it by registered mail to your broker in the Province, or

- ii) by delivery thereof to an authorized agent of ours in the Province, not later than thirty days from the date a claim arises under the Insurance contract on account of an **Accident** or disability.
  - b) within ninety days from the date a claim arises under the Insurance contract on account of an **Accident**, furnish to us such proof as is reasonably possible in the circumstances of the happening of the **Accident** and, the loss occasioned thereby, the right of the claimant to receive payment, his or her agent and agent of the beneficiary if relevant; and
  - c) if so required by us, furnish a satisfactory certificate as to the cause or nature of the **Accident** for which a claim may be made under the Insurance contract and as to the duration of such disability.
- (2) **FAILURE TO GIVE NOTICE OR PROOF:** Failure to give notice of claim or furnish proof of claim within the time prescribed by this Statutory Condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 365 days from the date of the **Accident** or the date a claim arises under the Insurance contract on account of disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.
5. **WE SHALL FURNISH FORMS FOR PROOF OF CLAIM:** We shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the **Accident** giving rise to the claim and of the extent of the loss.
6. **RIGHTS OF EXAMINATION:** As a condition precedent to recovery of insurance moneys under this Insurance contract,
- a) the claimant shall afford to us an opportunity to examine your person when and so often as we reasonably require while the claim hereunder is pending; and
  - b) in the case of your death we may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.
7. **LIMITATION OF ACTIONS:** An action or proceeding against us for the recovery of a claim under this Insurance contract shall not be commenced more than 365 days (730 days in the Northwest and Yukon Territories) after the date the insurance money became payable or would have become payable if it had been a valid claim.

### **SECTION C – LOSS OF OR DAMAGE TO INSURED OFF ROAD VEHICLE**

IN CONSIDERATION of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated and subject always to the condition that the Insurer shall be liable only under the subsections of Insuring Agreement C for which a premium is specified in of the application and no other, the Insurer agrees to indemnify the Insured against direct and accidental loss of or damage to the vehicle, including its equipment

Subsection 1 – ALL PERILS – from all perils;

Subsection 2 – COMPREHENSIVE – from any peril other than by collision with another object or by upset;

The words “another object” as used in this subsection 3 shall be deemed to include

- a) a vehicle to which the vehicle is attached and
- b) the surface of the ground and any object on or in the ground.

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

Subsection 3 – SPECIFIED PERILS – caused by fire, lightning, theft or attempt thereat, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the vehicle is being transported on land or water.

Equipment shall be deemed to include:

- a) one safety kit consisting of one first aid kit, one fire extinguisher, one flashlight, six warning flares and two warning cones or flags or reflectors, subject to a maximum of fifty dollars (\$50) for each item
- b) booster cables, towing cable, maximum of four snow chains, one wheel wrench, vehicle/tarp cover or dedicated tool kit subject to a maximum of fifty dollars (\$50) for each item
- c) any equipment that is permanently attached to the vehicle including windshield, mirrors, winch, carrying racks, security alarm system
- d) miscellaneous personal effects carried in the vehicle subject to a maximum of two-hundred and fifty dollars (\$250) in total

The Insurer shall not be liable for loss or damage to fire-fighting, rescue or salvage equipment that has been removed from the vehicle while the vehicle is at the location of a fire.

### **DEDUCTIBLE CLAUSE**

Each occurrence causing loss or damage covered under any subsection of Section C 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 deductible amount, as stated in the applicable subsection of Section C of the policy declaration page.

## EXCLUSIONS

### The Insurer shall not be liable,

- 1) under any subsection of Section C for loss or damage
  - a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of the vehicle or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
  - b) caused by the conversion, embezzlement, theft or secretion by any person in lawful possession of the vehicle under a mortgage, conditional sale, lease or other similar written agreement; or
  - c) caused by the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence; or
  - d) caused directly or indirectly by contamination by radioactive material; or
  - e) to contents of trailers or to rugs or robes; or
  - f) to tapes and equipment for use with a tape player or recorder when such tapes or equipment are detached there from; or
  - g) where the insured drives or operates the vehicle
    - i. while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the vehicle; or
    - ii. while in a condition for which he or she is convicted of an offence under section 253 (a) (impaired driving) or section 253 (b) (breathalyser offence) or under or in connection with circumstances for which he or she is convicted of an offence under section 254 (5) (failure or refusal to provide breath or blood sample) of the Criminal Code (Canada); or
  - h) where the insured permits, suffers, allows or connives at the use of the vehicle by any person contrary to the provisions of g);
- 2) **under subsections 2 (Comprehensive) and 3 (Specified Perils) only**, for loss or damage caused by theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the insured vehicle whether the theft occurs during the hours of such service or employment or not.
- 3) **See also General Provisions, Definitions, Exclusions and Statutory Conditions of this Policy**

## ADDITIONAL AGREEMENTS OF INSURER

- 1) Where loss or damage arises from a peril for which a premium is specified under a subsection of this section, the Insurer further agrees:
  - a) to pay general average, salvage and fire department charges and customs duties of Canada or of the United States of America for which the Insured is legally liable;
  - b) to waive subrogation against every person who, with the Insured's consent, has care, custody or control of the vehicle, provided always that this waiver shall not apply to any person
    - (1) having such care, custody or control in the course of the business of selling, repairing, maintaining, servicing, storing or parking vehicles, or
    - (2) who has
      - i. committed a breach of any condition of this policy or
      - ii. driven or operated the vehicle in the circumstances referred to in i. or ii. of paragraph g) of the Exclusions to Section C of this policy;
  - c) to indemnify the Insured and any other person who personally drives a temporary substitute vehicle as defined in the General Provisions of this Policy against the liability imposed by law or assumed by the Insured or such other person under any contract or agreement for direct and accidental physical loss or damage to such vehicle and arising from the care, custody and control thereof, provided always that:
    - i. such indemnity is subject to the deductible clause and exclusions of each such subsection;
    - ii. if the owner of such vehicle has or places insurance against any peril insured by this section, the indemnity provided herein shall be limited to the sum by which the deductible amount, if any, of such other insurance exceeds the deductible amount stated in the applicable subsection of this Policy;
    - iii. the Additional Agreements under Section A of this Policy shall insofar as they are applicable, extend to the indemnity provided herein.
- 2) Loss of Use by Theft – Where indemnity is provided under any subsection of Section C hereof the Insurer further agrees, following a theft of the entire vehicle covered thereby, to reimburse the Insured for expense not exceeding twenty-five dollars (\$25.00) for any one day nor totalling more than seven-hundred and fifty dollars (\$750.00) incurred for the rental of a substitute vehicle. Reimbursement is limited to such expense incurred during the period commencing seventy-two hours after such theft has been reported to the Insurer or the police and terminating, regardless of the expiration of the policy period,
  - a) upon the date of the completion of repairs to or the replacement of the property lost or damaged, or
  - b) upon such earlier date as the Insurer makes or tenders settlement for the loss or damage caused by such theft.

## 1. DECK AND TRAILER

In this section:

“Trailer(s)” means a trailer used exclusively to transport the recreational vehicle(s) that is insured by this policy;

“Truck Deck” means a unit for temporary attachment to a truck designed for and used exclusively to transport the recreational vehicle(s) that is insured by this policy.

This Policy is extended to insure loss or damage to the Truck Deck or Trailer. We agree to indemnify you against direct and accidental loss of or damage to the Truck Deck or Trailer, subject to a maximum amount that is equivalent to the lesser of:

- (a) the actual cash value at the time of the loss occurs subject to a maximum limit of one-thousand dollars (\$1,000.00); or
- (b) the increased amount purchased and shown for this endorsement on the Coverage Summary;



provided said loss or damage results from a peril that is listed on the Summary of Coverage page (Section C – LOSS OR DAMAGE TO INSURED VEHICLE).

The deductible amount shown on the Summary of Coverage page also applies.

## **GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS**

### **1. TERRITORY**

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

### **2. OCCUPANT DEFINED**

In this policy the word “occupant” means a person driving, being carried in or upon or entering or getting on to or alighting from a vehicle.

### **3. CONSENT OF OWNER**

No person shall be entitled to indemnity or payment under this Policy who is an occupant of any vehicle which is being used without the consent of the owner thereof.

### **4. GARAGE PERSONNEL EXCLUDED**

No person who is engaged in the business of selling, repairing, maintaining, storing, servicing or parking vehicles shall be entitled to indemnity or payment under this policy for any loss or damage, injury or death sustained while engaged in the use or operation of or while working upon the vehicle in the course of that business or while so engaged is an occupant of the described vehicle or a newly acquired vehicle as defined in this Policy, unless the person is the owner of such vehicle or his employee or partner.

### **5. OFF ROAD VEHICLE DEFINED**

In this Policy except where stated to the contrary the words “the vehicle” or “automobile” mean:

- a) The Described Vehicle –means a self propelled vehicle of the type commonly referred to as all-terrain vehicle traveling on four (4) or more low pressure tires capable of travel on or off a highway or a snowmobile defined as a self propelled vehicle that is primarily designed for travel over ice or snow and is supported in part by skis, belts or cleats or any two-wheeled off-road vehicle commonly referred to as a trail bike or dirt bike.
- b) A Newly Acquired Vehicle –vehicle, ownership of which is acquired by the Insured and, within fourteen days following the date of its delivery to him or her notified to the Insurer in respect of which the Insured has no other valid insurance, if either it replaces a vehicle described in the application or the Insurer insures (in respect of the section or subsection of the Insuring Agreements under which claim is made) all insured vehicles owned by the Insured at such delivery date and in respect of which the Insured pays any additional premium required; provided however, that insurance hereunder shall not apply if the Insured is engaged in the business of selling vehicles;
- c) A Temporary Substitute vehicle – a vehicle not owned by the Insured, nor by any person or persons residing in the same dwelling premises as the Insured, while temporarily used as the substitute for the described vehicle which is not in use by any person insured by this policy, because of its breakdown, repair, servicing, loss, destruction or sale;
- d) Any vehicle other than the described vehicle, while personally driven by the Insured, or by his or her spouse if residing in the same dwelling premises as the Insured provided that
  - i. the described vehicle is of the same vehicle type that is insured under this policy as defined in item a) above;
  - ii. the Insured is an individual or are husband and wife;
  - iii. neither the Insured nor his or her spouse is driving such vehicle in connection with the business of selling, repairing, maintaining, servicing, storing or parking vehicles;
  - iv. such other vehicle is not owned or regularly or frequently used by the Insured or by any person or persons residing in the same dwelling premises as the Insured;
  - v. such other vehicle is not owned, hired or leased by an employer of the Insured or by an employer of any person or persons residing in the same dwelling premises as the Insured;
  - vi. such other vehicle is not used for carrying passengers for compensation or hire or for commercial delivery;
- e) If the Insured is a corporation, unincorporated association or registered co-partnership, any vehicle other than the described vehicle, while personally driven by the employee or partner for whose regular use the described vehicle is furnished, or by his or her spouse if residing in the same dwelling premises as such employee or partner, provided that
  - i. neither such employee or partner or his or her spouse is the owner of the vehicle;
  - ii. the described vehicle is of the type as defined in this policy;
  - iii. neither such employee, partner or spouse is driving the vehicle in connection with the business of selling, repairing, maintaining, servicing, storing or parking vehicles;
  - iv. such other vehicle is not owned, hired or leased or regularly or frequently used by the Insured or such employee or by any partner of the Insured or by any persons residing in the same dwelling premises as any of the aforementioned persons;
  - v. such other vehicle is not used for carrying passengers for compensation or hire or commercial delivery.
- f) Trailers – any trailer used in connection with the vehicle excluding a trailer designed or used to carry passengers, or for demonstration purposes or to carry goods for a fee.

### **6. TWO OR MORE OFF ROAD VEHICLES**

- a) When two or more vehicles are described hereunder
  - i. with respect to the use or operation of such described vehicles, each vehicle shall be deemed to be insured under a separate policy;

- ii. with respect to the use or operation of a vehicle not owned by the Insured, the limit of the Insurer's liability shall not exceed the highest limit applicable to any one described vehicle;
- b) When the Insured owns two or more vehicles which are insured as described vehicles under two or more vehicle insurance policies, the limit of the Insurer under this Policy with respect to the use or operation of an vehicle not owned by the Insured shall not exceed the proportion that the highest limit applicable to any one vehicle described in this Policy bears to the sum of the highest limits applicable under each policy and in no event shall exceed such proportion of the highest limit applicable to any one vehicle under any policy;
- c) A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be one vehicle with respect to the limit(s) of liability under Section A and separate vehicles with respect to the limit(s) of liability, including deductible provisions, under Section C.

**7. WAR & TERRORISM EXCLUSION**

- a) This policy does not cover any accident or injury arising out of or in connection with any act of terrorism or war regardless of any other cause or event contributing concurrently or in any other sequence to the liability, loss, damage, cost or expense.
- b) This policy also excludes from coverage all liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any action taken in controlling, preventing, suppressing or retaliating against or responding to an act of terrorism and/or war as defined below.
- c) For the purpose of this policy an act of war or terrorism means:
  - i. any civil war, rebellion, revolution, insurrection, civil commotion, invasion, acts of foreign enemies, the release of bio-chemical weapons,
  - ii. hostilities or warlike operations (whether war is declared or not) by any government or sovereign,
  - iii. the use of force or violence or the threat thereof by military personnel or other agents,
  - iv. the commission or threat to commit a dangerous act, of any person or group(s) or government(s), committed for political, religious, ideological, social, economic or similar purposes including the intention to intimidate, coerce or overthrow a government (whether defacto or de jure) or to influence, affect or protest against any government and/or to put the civilian population, or any section of the civilian population, in fear.

**8. NOTICE TO AUTHORITIES**

Where the loss is due to malicious acts, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

**9. EXCLUDED USES**

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

- a) the vehicle is rented or leased to another; provided that the use by an employee of his vehicle on the business of his employer and for which he is paid shall not be deemed the renting or leasing of the vehicle to another;
- b) the vehicle is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto;
- c) the vehicle is used as a taxicab, public omnibus, livery, jitney or sightseeing conveyance or for carrying passengers for compensation or hire; provided that the following uses shall not be deemed to be the carrying of passengers for compensation or hire:
  - i. the use by the Insured of his vehicle for the carriage of another person in return for the former's carriage in the vehicle of the latter;
  - ii. the occasional and infrequent use of the Insured of his vehicle for the carriage of another person who shares the cost of the trip;
  - iii. the use by the Insured of his vehicle for the carriage of a temporary or permanent domestic servant of the Insured or his spouse;
  - iv. the use by the Insured of his vehicle for the carriage of clients or customers or prospective clients or customers;
  - v. the occasional and infrequent use by the Insured of his vehicle for the transportation of children to or from activities conducted as part of an educational program.
- d) in any extreme activity such as but not limited to "Mud Bog" or "Hill Climb" or wheel to wheel or track to track competition or practice,
- e) for business purposes other than ranching or farming
- f) where the vehicle is being operated on any Public Highway or roadway
- g) the operator or any passenger is not wearing a CSA or ULA or SNELL approved helmet
- h) the vehicle is carrying more than an operator and one passenger except where rated and designed to carry more by the manufacturer
- i) the vehicle is being used for purposes for which the vehicle was not intended as specified by the vehicle manufacturer.

**STATUTORY CONDITIONS**

In these statutory conditions, unless the context otherwise requires, the word "Insured" means a person insured by this contract whether named or not and the word "automobile" means vehicle as defined in this contract.

**Material change in risk**

- 1. (1) The Insured named in this contract must promptly notify the Insurer or its local agent in writing of any change in the risk material to the contract and within the Insured's knowledge.

- (2) Without restricting the generality of the foregoing, the words "change in the risk material to the contract" include
- (a) any change in the insurable interest of the Insured named in this contract in the automobile by sale, assignment, or otherwise, except through change of title by succession, death, or proceedings under the *Bankruptcy Act* (Canada),
- and in respect of insurance against loss of or damage to the automobile,
- (b) any mortgage, lien, or encumbrance affecting the automobile after the application for this contract,
  - (c) any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion of it.

#### **Prohibited use by Insured**

2. (1) The Insured must not drive or operate the automobile
- (a) while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile,
  - (b) unless he or she is for the time being either authorized by law or qualified to drive or operate the automobile,
  - (c) while he or she is under the age of 16 years or under such other age as is prescribed by the law of the province in which he or she resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him or her,
  - (d) for any illicit or prohibited trade or transportation, or
  - (e) in any race or speed test.

#### **Prohibited use by others**

- (2) The Insured must not permit, suffer, allow, or connive at the use of the automobile
- (a) by any person under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile
  - (b) by any person,
    - (i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile, or
    - (ii) while that person is under the age of 16 years or under such other age as is prescribed by the law of the province in which he or she resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him or her,
  - (c) for any illicit or prohibited trade or transportation, or
  - (c) in any race or speed test.

#### **Requirements if loss or damage to persons or property**

3. (1) The Insured must
- (a) promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident,
  - (b) verify by statutory declaration, if required by the Insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract, and
  - (c) forward immediately to the Insurer every letter, document, advice, or writ received by the Insured from or on behalf of the claimant.
- (2) The Insured must not
- (a) voluntarily assume any liability or settle any claim except at the Insured's own cost, or
  - (b) interfere in any negotiations for settlement or in any legal proceeding.
  - (c) The Insured must, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and must co-operate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

#### **Requirements if loss or damage to off road vehicle**

4. (1) If loss of or damage to the automobile occurs, the Insured must, if the loss or damage is covered by this contract,
- (a) promptly give notice of it in writing to the Insurer with the fullest information obtainable at the time,
  - (b) at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and
  - (c) deliver to the Insurer within 90 days after the date of the loss or damage a statutory declaration stating, to the best of the Insured's knowledge and belief, the place, time, cause, and amount of the loss or damage, the interest of the Insured and of all others in it, the encumbrances on it, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means, or connivance of the Insured.
- (2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under sub condition (1) of this condition is not recoverable under this contract.
- (3) Repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, must not be undertaken and physical evidence of the loss or damage must not be removed
- (a) without the written consent of the Insurer, or
  - (b) until the Insurer has had a reasonable time to make the examination for which provision is made in statutory condition 5.

#### **Examination of Insured**

- (4) The Insured must submit to examination under oath, and must produce for examination at such reasonable place and time as is designated by the Insurer or its representative, all documents in the Insured's possession or control that relate to the matters in question, and the Insured must permit extracts and copies of them to be made.

#### **Insurer liable for cash value of off road vehicle**

- (5) The Insurer is not liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage must be ascertained or estimated according to that actual cash value with proper deduction for depreciation, however caused, and must not exceed the amount that it would cost to repair or replace the automobile, or any part of it, with material of like kind and quality, but, if any part

of the automobile is obsolete and out of stock, the liability of the Insurer in respect of it is limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

#### Repair or replacement

(6) Unless an appraisal has been made, the Insurer, instead of making payment, may, within a reasonable time, repair, rebuild, or replace the property damaged or lost with other of like kind and quality if, within 7 days after the receipt of the proof of loss, it gives written notice of its intention to do so.

#### No abandonment; salvage

(7) There must be no abandonment of the automobile to the Insurer without the Insurer's consent. If the Insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, vests in the Insurer.

#### In case of disagreement

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

#### Inspection of off road vehicle

5. The Insured must permit the Insurer at all reasonable times to inspect the off road vehicle and its equipment.

#### Time and manner of payment of insurance money

6. (1) The Insurer must pay the insurance money for which it is liable under this contract within 60 days after the proof of loss has been received by it or, if an appraisal is made under sub condition (8) of statutory condition 4, within 15 days after the award is rendered by the appraisers.

#### When action may be brought

(2) The Insured must not bring an action to recover the amount of a claim under this contract unless the requirements of statutory conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as provided under those conditions or by a judgment against the Insured after trial of the issue or by agreement between the parties with the written consent of the Insurer.

#### Limitation of actions

(3) Every action or proceeding against the Insurer under this contract in respect of loss or damage to the automobile must be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property must be commenced within one year next after the cause of action arose and not afterwards.

#### Who may give notice and proofs of claim

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

#### Termination

8. (1) This contract may be terminated
- (a) by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the Insured at any time on request.
- (2) If this contract is terminated by the Insurer,
- (a) the Insurer must refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, but in no event must the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified, and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund must be made as soon as practicable.
- (3) If this contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event must the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order, or cheque payable at par.
- (5) The 15 days mentioned in clause (a) of sub condition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

#### Notice

9. Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in British Columbia. Written notice may be given to the Insured named in this contract by letter personally delivered to the Insured or by registered mail addressed to the Insured at the Insured's latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

#### Exceptions respecting statutory conditions

- (1) Except as otherwise provided in the contract, the statutory conditions set out do not apply to insurance coming within Section B, Accident Benefits
- (2) If a contract does not insure against liability for loss or damage to persons and property within Section A, Third Party Liability, statutory condition 3 is not a part of the policy and may be omitted from the printing of the conditions in the policy.

(3) If a contract does not insure against loss of or damage to the automobile within Section C Loss of or Damage to Insured Vehicle, statutory condition 4 is not a part of the policy and may be omitted from the printing of the conditions in the policy.

**LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:**

The insurance contract consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.**

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

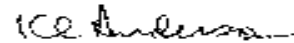
This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **NAC1492-11** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

**NOTICE**

Any notice to the Underwriters may be validly given to the Coverholder.

**In witness whereof** this policy has been signed as authorized by the Underwriters, by **Oasis Outdoor Adventure & Sport Insurance Solutions Inc..**



Per .....

**LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

If you have a complaint with any aspect of your policy with Lloyd's Underwriters:

**You may contact** the broker/agent who arranged your policy for you. Should you be dissatisfied with the outcome of your broker's resolution, please submit your written complaint to:

Lloyd's Canada Inc.                      Tel: 1-877-4LLOYDS  
Broker Management Services        Fax: (514) 861-0470  
1155 rue Metcalfe, Suite 2220       E-mail: [lineage@lloyds.ca](mailto:lineage@lloyds.ca)  
Montreal, Quebec H3B 2V6

Your written complaint will be forwarded to Lloyd's Policyholder and Market Assistance Department in London which ensures that Lloyd's Underwriters and their representatives' deal with claims and complaints in an acceptable manner. It acts as an impartial mediator. When undertaking a review this Department takes account of general legal principles, good insurance practice, and whether all events surrounding a given case have been considered fairly.

If you are dissatisfied with Lloyd's Policyholder and Market Assistance Department's final letter from London, you may ask the General Insurance OmbudService (GIO) to arrange for mediation. Mediation is not available until Lloyd's has issued its final letter of position on your complaint. The GIO assists in the resolution of conflicts between insurance customers and their insurance companies. GIO works with only those companies offering home, automobile or business insurance; OR

**You may contact** the General Insurance OmbudService (GIO) who will contact Lloyd's on your behalf. However, you must first have tried to resolve your problem with your insurance company. The GIO can be reached across Canada at its national toll-free number: 1-877-225-0446

For more information or to submit the facts of your insurance-related dispute, please visit the GIO website at [www.gio-scad.org](http://www.gio-scad.org).

GIO - Alberta can be contacted where a policyholder is not satisfied with the basis on which a premium for basic coverage for a private passenger vehicle was determined, or considers that an insurer, directly or indirectly, has taken an adverse contractual action with respect to insurance for basic coverage.

In Québec, you may also avail yourself of the services of Autorité des marchés financiers (l'Autorité). Should you be dissatisfied with Lloyd's Policyholder and Market Assistance Department's final letter from London, you may request Lloyd's Canada Inc. to send your complaint to l'Autorité who will study your file and may recommend mediation, if it deems this action appropriate and if both parties agree to it. L'Autorité can be reached at:

**Autorité des marchés financiers (l'Autorité)**  
Québec City (418) 525-0311 Montréal (514) 395-0311 Toll-free: 1-866-526-0311

E-mail: [Renseignements-consommateur@lautorite.qc.ca](mailto:Renseignements-consommateur@lautorite.qc.ca)

#### **NOTICE CONCERNING PERSONAL INFORMATION**

**By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:**

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the detection and prevention of fraud
- the analysis of business results
- purposes required or authorised by law

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain non-related or unaffiliated organisations or companies.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on 514 861 8361 or through [info@lloyds.ca](mailto:info@lloyds.ca)

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.