



**CERTIFICATE OF AUTOMOBILE INSURANCE  
ALBERTA**

DEFINITY INSURANCE COMPANY  
HEAD OFFICE: WATERLOO, ONTARIO  
(HEREAFTER CALLED THE INSURER)

Agent/Broker McFarlan Rowlands Insurance Brokers Inc.		Code(s) 6990		Policy Number 6962421								
<b>ITEMS</b>		Name of Insured Turo Inc. (Canadian Operations) and Additional Insureds as both further described in Schedule 1		THIS CERTIFICATE IS EVIDENCE OF A CONTRACT OF INSURANCE BETWEEN THE INSURED AND THE INSURER, SUBJECT IN ALL RESPECTS TO THE STANDARD AUTOMOBILE POLICY (OWNER'S FORM S.P.F. 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.								
1. Insured's Full Name and Postal Address (including county or district)		Postal Address of Insured 600-312 Adelaide St., W, Toronto Ontario, M5V 1R2		IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM AND OF THE STATEMENTS CONTAINED IN THE APPLICATION FOR INSURANCE, THE CONTRACT PROVIDES INSURANCE AS MENTIONED IN ITEM 4 OF THIS CERTIFICATE FOR WHICH A PREMIUM IS SPECIFIED, AND NO OTHER.								
2. Policy Period		From: Time: <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM		Date (YY/MM/DD) 24 11 15 To: 12:01 AM Date (YY/MM/DD) 25 11 15								
		All times are local times at the Insured's Postal Address stated herein.										
3. Particulars of the Described Automobile		Veh. No.	Model Year	Trade Name	V.I.N. (Serial Number)	Model or C.C.	Body Type					
		As per SEF No. 21A attached										
		Veh. No.	No. of Cyls	Truck Gross Vehicle Weight	Purchased by Insured Month Year New or Used	Purchase Price to Insured including equipment	List Price New	Name and address of Lienholder/Lessor to whom loss may be jointly payable				
		As per SEF No. 21A attached										
4. Insuring Agreements		<b>Section A</b> Third Party Liability		<b>Section A.1</b> Direct Compensation for Property Damage		<b>Section B</b> Accident Benefits		<b>Section C</b> Loss of or Damage to Insured Automobile(s)		<b>VEHICLE PREMIUM</b>		
Perils		<b>LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY</b> (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>THIS POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE if a deductible is specified for Direct Compensation for Property Damage</b>		PAYMENTS FOR DEATH OR BODILY INJURY		<b>THIS POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE</b>				
						AS STATED IN SECTION B OF THE POLICY		UNINSURED MOTORIST	1. All Perils	2. Collision or Upset	3. Comprehensive (excluding collision or upset)	4. Specified Perils (excluding collision or upset)
						Each Person Sub-Sec. 1	Princip-al Sum Sub-Sec. 2	Weekly Maximum Benefit	Sub-Sec. 3			<b>AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE.</b>
Limits and Amounts in Dollars		Veh. No.	<b>AMOUNT DEDUCTIBLE</b>				AS STATED IN SECTION B OF THE POLICY		As per SEF No. 21A attached			
		\$2,000,000										
Premium in Dollars		Veh. No.	As per SEF No. 21A attached				INCLUDED WHEN INSURANCE IS PROVIDED UNDER SECTION A		As per SEF No. 21A attached			
		O.D.C.										
Endorsement Numbers Attaching		Veh. No.	S.E.F. No.		S.E.F. Premium		Minimum Retained Premium		Total Policy Premium			
		SEF 44 SEF 5C				INCL. INCL.				INCL.		
		SEF 5D SEF 21A				INCL. 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.

President and Chief Executive Officer

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 FOR PROPERTY DAMAGE**

Provides coverage under certain conditions for damage to your automobile, to property that it is carrying and for loss of use arising from damage when another motorist is responsible. There may be a deductible.

**POLICY SECTION B – ACCIDENT BENEFITS**

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

**UNINSURED MOTORIST:** Allows the insured person to recover damages for bodily injury or death from the insurer caused by an uninsured or unidentified motorist. The coverage essentially applies when an insured person is travelling in a Canadian or United States jurisdiction where no uninsured motorist Fund exists.

**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.

**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.

**S.E.F. NO. 23A**

**MORTGAGE ENDORSEMENT**

It is understood and agreed that loss, if any, under 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 thereof are not replaced, be payable, jointly as their interests may appear, to the Insured and to the Lienholder or Mortgagee or Assignee (herein referred to as “Lienholder”) stated on the reverse side hereof.

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

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

**CANCELLATION REQUEST**

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

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

Time: \_\_\_\_\_ Effective Date of Cancellation: \_\_\_\_\_ Signature of Insured: \_\_\_\_\_ Signature of Lienholder or Mortgagee: \_\_\_\_\_

AM  
 PM

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

**S.E.F. No. 21a**  
**MONTHLY REPORTING BASIS FLEET ENDORSEMENT**  
(excluding Quebec, Manitoba, Saskatchewan and British Columbia)

Insurer: Definity Insurance Company	Policy No.: 6962421
Issued to: Named Insured as Per Schedule 1	Effective Date: 2024-11-15 12:01 a.m. standard time
Broker: McFarlan Rowlands Insurance Brokers Inc.	Broker No.: 6990

It is hereby understood and agreed:

- (a) The policy shall provide insurance with respect to all automobiles, except those licensed or required to be licensed in the Province(s) of Quebec, Manitoba, Saskatchewan or British Columbia, which are:
- (i) owned by and licensed in the name of the Insured,
  - (ii) leased from the following lessor(s) for a period in excess of 30 days on which the Insured as lessee is required to provide insurance under a written lease agreement.

<i>Lessors' Name and Address</i>
As known to the Insurer.

- (iii) leased for a period in excess of 30 days under a written lease agreement from a lessor other than those listed above providing 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) Notwithstanding the form of policy to which this endorsement is attached the Standard Automobile policy of the Province or Territory where the automobile is licensed, shall apply where applicable.
- (ii) The policy shall provide insurance for Third Party Liability, Accident Benefits where mandatory, or where Accident Benefits coverage is shown, and for loss of or damage to insured automobiles but only when a deductible is specified opposite the type or description of automobiles listed on this endorsement.

### Scope of Insurance Coverage

THIRD PARTY LIABILITY DIRECT COMPENSATION FOR PROPERTY DAMAGE ACCIDENT BENEFITS (WHERE MANDATORY):					LIMITS AS SHOWN ON THE POLICY INSURED LIMITS AS SET OUT BY JURISDICTIONAL LEGISLATION			
TYPE OF USE OR DESCRIPTION OF AUTOMOBILES	DIRECT COMPENSATION FOR PROPERTY DAMAGE DEDUCTIBLE IF ANY	ACCIDENT BENEFITS			A.P. DED	COLL. OR UPSET DED.	COMP DED.	SPECIFIED PERILS DED.
		EACH PERSON	PRINCIPAL SUM	WEEKLY MAX.				
		SUB-SEC. 1	SUB-SEC. 2					
Private Passenger Automobiles Licensed in Alberta						\$30000	\$30000	
ANY TYPE OF USE OR DESCRIPTION OF AUTOMOBILES NOT LISTED								
<b>ENDORSEMENTS AS ATTACHED TO THE POLICY</b>								

(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 premium for this Policy is based on the following rates per \_\_\_\_\_ and the estimated total of  
Receipts  Mileage  Other  for the policy period is:  
 (State Applicable Basis of Rating)

PERILS	RATE
Third Party Liability	INCL.
Direct Compensation for Property Damage	INCL.
Accident Benefits	INCL.
Loss of or Damage to Insured Automobile:	
All Perils	
Collision or Upset	INCL.
Comprehensive (Excluding Collision or Upset)	INCL.
Specified Perils (Excluding Collision or Upset)	
Endorsements:	
<b>Total Rate \$</b>	INCL.

(f) On or before the fifteenth day of each month during the policy period the Insured shall render to the Insurer a statement of the actual amount of: Receipts  Mileage  Other  for the  
 (State Applicable Basis of Rating)  
 preceding month. Upon receipt of this statement (from the Insured) the earned premium shall be computed monthly by applying the rates specified in paragraph E hereof and is due and payable as agreed between the Insurer and Insured.

- (g) The Insurer shall have the right and opportunity whenever the Insurer so desires, to examine the books and records of the Insured insofar 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, 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.

**SCHEDULE 1**  
**(ATTACHED TO THE CERTIFICATE OF AUTOMOBILE)**

Insurer: Definity Insurance Company	Policy No.:6962421
Issued to: Turo Inc. (Canadian Operations) and any Carsharing Lessor	Effective Date: November 15, 2024 12:01 a.m. standard
Broker: McFarlan Rowlands Insurance Brokers Inc.	Broker No.: 6990

It is hereby declared and agreed

- (i) The Name of the Insured appearing in the Certificate of Automobile Insurance shall read:

Turo Inc. (Canadian operations) (“Turo”) and an Additional Insured is any owner of an Alberta Licensed Automobile who provides their automobile for rental through the Turo online platform while the automobile is rented and being delivered. Both Turo and any Additional Insureds are insured under this Policy only with respect to Alberta Licensed Automobiles while the automobile is rented or being delivered for rental through the Turo online platform.

S.E.F. 5c  
PERMISSION TO RENT OR LEASE ENDORSEMENT  
(unspecified Lessees – short term leases only)

Insurer: Definity Insurance Company	Policy No.: 6962421
Issued to: Named Insured as per Schedule 1	Effective Date: 2024-11-15 12:01 a.m. standard time
Broker: McFarlan Rowlands Insurance Brokers Inc.	Broker No.: 6990

In consideration of a premium of \$ INC permission is hereby given for the automobile to be rented or leased; provided any period of any such renting to any one person does not exceed thirty (30) consecutive days.

It is hereby understood and agreed that while the automobile is rented or leased, exclusion (d) of section A of the policy to which this endorsement is attached is amended to read as

- (d) 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, (i) the person to whom the automobile is leased, or (ii) any other person who personally drives the

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number as per SEF No. 21A attached 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.

S.E.F. No. 5d  
CONVERSION COVERAGE ENDORSEMENT  
(rented or leased automobiles)

Insurer: Definity Insurance Company	Policy No.: 6962421
Issued to: Named Insured as per Schedule 1	Effective Date: 2024-11-15 12:01 a.m. standard time
Broker: McFarlan Rowlands Insurance Brokers In c .	Broker No.: 6990

In consideration of a premium of \$0 it is hereby understood and agreed that while the automobile is rented or leased, exclusion 1(b) of section C of the Insuring Agreements of the policy to which this endorsement is attached 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; or

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 \$30000 payable by the Insured.

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



S.E.F 44  
FAMILY PROTECTION  
(For Alberta)

1. DEFINITIONS: where used in this endorsement

- (a) The term "automobile" shall mean a vehicle with respect to which motor vehicle liability insurance would be required if it were subject to the law of the province governing the policy
- (b) The term "dependent relative" means
  - 1. a person,
    - (1) under the age of 18 years who resides with the named insured and is principally dependent upon the named insured or the spouse/adult interdependent partner of the named insured for financial support.
    - (2) 18 years of age or over who, because of mental or physical infirmity, is principally dependent upon the named insured or the spouse/adult interdependent 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 dependent upon the named insured or the spouse of the named insured for financial support; or
  - 2. a parent or relative,
    - (1) of the named insured, or
    - (2) of the spouse/adult interdependent partner of the named insured, residing in the same dwelling premises and principally dependent upon the named insured or the spouse/adult interdependent 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" means the insurance as provided by this form of endorsement and any other coverage provided by virtue of a contract of insurance providing indemnity similar in nature to the indemnity provided by this endorsement, whether described as underinsured motorist coverage or not.
  - (i) The term "inadequately insured motorist" means:
    - (1) 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.
    - (2) the driver or owner of an uninsured automobile or unidentified automobile as defined in the "Uninsured Automobile Coverage" of the Policy.  
Provided that
      - (a) where an eligible claimant is entitled to recover damages from an inadequately insured motorist and the owner or operator of any other automobile, for the purpose of 1(e)(i) above and 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 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;
      - (b) 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, for the purpose of 1(e)(i) and (ii) above, 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;
      - (c) where an eligible claimant alleges that both the owner and driver of an automobile referred to in 1(e)(ii) cannot be determined, the eligible claimant's own evidence of the involvement of such automobile must be corroborated by other material evidence; and
      - (d) "other material evidence" for the purpose of this section means:
        - (i) independent witness evidence, other than evidence of a spouse/adult interdependent partner as defined in this endorsement or a dependent relative as defined in this endorsement; or
        - (ii) physical evidence indicating the involvement of an unidentified automobile
  - (f) The words "Insured person" mean:
    - (i) the named insured and his or her spouse/adult interdependent partner if residing in the same dwelling premises and any dependent relative of either, while
      - (1) an occupant of the described automobile, a newly acquired automobile or a temporary substitute automobile as defined in the general provisions, definitions and exclusions of the policy,
      - (2) an occupant of any other automobile but excluding the person who leases such other automobile for a period in excess of 30 days or who owns such other automobile unless underinsured motorist insurance is in force in respect of such other automobile, or
      - (3) not an occupant of an automobile who is struck by an automobile;
    - (ii) if the named insured is a corporation, an unincorporated association or partnership, any officer, employee or partner of the named insured for whose regular use the described automobile is provided (which individual shall be considered the "named insured" for the purpose of Definition 1(b)), and his or her spouse/adult interdependent partners if residing in the same dwelling premises, and any dependent relative of either, while
      - (1) an occupant of the described automobile, a new acquired automobile or a temporary substitute automobile as defined in the general provisions, definitions and exclusions of the policy.
      - (2) an occupant of an automobile other than the automobile referred to in (ii) (1) above leased by the named insured for a period in excess of 30 days or owned by the named insured provided underinsured motorist insurance is in force in respect of such other automobile, or
      - (3) not an occupant of an automobile who is struck by an automobile;

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

- (g) The term "Limit of Family Protection Coverage" means the amount set out in the policy documents, with respect to this endorsement. If no amount is set out in the policy documents, then the Section A limit with respect to the automobile to which this endorsement applies is the Limit of Family Protection Coverage.
  - (h) The words "limits of motor vehicle liability insurance" mean the amount stated in the said policy of insurance referred to as the limit of liability of the Insurer with respect to liability claims, regardless of whether the stated limits are reduced by the payment of claims or otherwise, provided however, in the event that an Insurer's liability under a policy of insurance is reduced by operation of law to the statutory minimum limits in a jurisdiction because of a breach of the said policy of insurance, then the statutory minimum limits are the "limits of motor vehicle liability insurance" in the said policy.
  - (i) The term "spouse/adult interdependent 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 cohabiting or have cohabited within the preceding year, and includes,
    - (iv) either of a man and women, not being married to each other who have cohabited
      - (1) continuously for a period of not less than five years, or
      - (2) in a relationship of some permanence where there is a child born of whom they are the natural parents and have so cohabited within the preceding year.
  - (j) The term "the policy" means the policy to which this endorsement is attached.
2. **INSURING AGREEMENT**  
In consideration of the premium charged and subject to the provisions hereof, it is understood and agreed that the Insurer shall indemnify each eligible claimant for the amount that such eligible claimant is legally entitled to recover from an inadequately insured motorist as compensatory damages in respect of bodily injury or death sustained by an insured person by accident arising out of the use or operation of an automobile.
3. **LIMIT OF COVERAGE UNDER THIS ENDORSEMENT**  
(a) The Insurer's maximum liability under this endorsement, regardless of the number of eligible claimants, or number of insured persons injured or killed or number of automobiles insured under the policy shall be the amount by which the Limit of Family Protection Coverage exceeds the total of all limits of motor vehicle liability insurance, or bonds, or cash deposits, or other financial guarantees as required by law in lieu of such insurance, of the inadequately insured motorist and of any person jointly liable therewith.  
(b) Where this endorsement applies as excess, the Insurer's maximum liability under this endorsement is the amount determined in accordance with paragraph 3(a) less the amounts available to eligible claimants under any first loss insurance as referred to in paragraph 7 of this endorsement.
4. **AMOUNT PAYABLE PER ELIGIBLE CLAIMANT**  
(a) The amount payable under this endorsement to any eligible claimant shall be ascertained by determining the amount of damages the eligible claimant is legally entitled to recover from the inadequately insured motorist and deducting from that amount the aggregate of the amounts referred to in paragraph 4(b), but in no event shall the Insurer be obliged to pay any amount in excess of the limit of coverage as determined under paragraph 3 of this endorsement.  
(b) The amount payable under this endorsement to any eligible claimant is excess to any amount actually recovered by the eligible claimant from any source (other than money payable on death under a policy of insurance) and is excess to any amounts the eligible claimant is entitled to recover (whether such entitlement is pursued or not) from:
  - (i) the insurers of the inadequately insured motorist, and from bonds, cash deposits or other financial guarantees given on behalf of the inadequately insured motorist;
  - (ii) the insurers of any person jointly liable with the inadequately insured motorist for the damages sustained by an insured person;
  - (iii) the Société de l'assurance automobile du Québec;
  - (iv) an unsatisfied judgment fund or similar plan or which would have been payable by such fund or plan had this endorsement not been in effect;
  - (v) the uninsured motorist coverage of a motor vehicle liability policy;
  - (vi) any automobile accident benefits plan applicable in the jurisdiction in which the accident occurred;
  - (vii) any policy of insurance providing disability benefits or loss of income benefits or medical expense or rehabilitation benefits;
  - (viii) any Workers' Compensation Act or similar law of the jurisdiction applicable to the injury or death sustained;
  - (ix) any Family Protection Coverage of a motor vehicle liability policy.- (a) In the event that the Insurer is presented with claims by more than one eligible claimant and the total amount 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.  
(b) 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

If more than one automobile is insured under this 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.

### 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 'dependent relative' the following:
    - (i) any relative of the named insured, or of the spouse/adult interdependent partners 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/adult interdependent partners 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.