

IN THE MATTER of the *Insurance Act*, R.S.O. 1990,
c.l.8, s. 268 (as amended) and Regulation 283/95 (as amended);

AND IN THE MATTER of the *Arbitration Act, 1991*,
S.O. 1991, c.17, (as amended);

AND IN THE MATTER OF AN ARBITRATION

B E T W E E N :

NORTHBRIDGE INSURANCE COMPANY

Applicant

- and -

INTACT INSURANCE COMPANY

Respondent

A W A R D

Counsel:

Greg P. Bailey and Ryan Khan
Counsel for the Applicant, Northbridge Insurance Company ("Northbridge")

Joseph Lin and Dana Hyeseung Yoon
Counsel for the Respondent, Intact Insurance Company ("Intact")

Issue:

This Arbitration involves a priority dispute between insurers. The issues, as set out in the Arbitration Agreement, are as follows:

- (a) Which insurer is highest in priority for Romello B's¹ statutory accident benefits file stemming from a motor vehicle accident which occurred on November 13, 2016?
- (b) If it is determined that the respondent is higher in priority than the applicant, what is the amount that is due from the respondent to the applicant as reimbursement for benefits and expenses that the applicant has paid?

¹ By reason of privacy concerns, the claimant's last name and Northbridge's insured last name are not reflected in these reasons.

- (c) If there is an amount due from the respondent to the applicant, is there interest due to the applicant and, if so, what is the quantum of that interest?

In addition, I am to determine the payment of legal costs as between the parties, taking into account the success of the parties, any offers to settle, the conduct of the proceedings and the principles generally applied in litigation before the Courts of Ontario.

Evidence:

The following documents were marked as Exhibits at the hearing which proceeded on a written record only before me on Wednesday, May 9, 2018.

Exhibit 1 – Arbitration Agreement dated May 9, 2018

Exhibit 2 – Document Brief

In addition, each of the parties delivered a factum and book of authorities.

The facts which give rise to the within arbitration are not in dispute. The issue is one of first impression as it arises by reason of a rideshare policy. I am advised that this arbitration is the first to address the rideshare policy and that there are now eight insurers underwriting rideshare policies in Ontario.

On November 13, 2016, the claimant, Romello B., was a passenger in a 2012 Honda Odyssey driven by Mr. Ali P. Ali P. was a rideshare driver and Romello B. was a ridesharing passenger.

Northbridge insured the Ali P. vehicle under a standard OAP-1 policy. Northbridge was unaware that Ali P. was operating the vehicle as a rideshare driver.

On July 7, 2016, Intact issued a policy of insurance to Rasier Operations B.V. with a policy period from July 7, 2016 to July 7, 2017. Under the policy, Rasier Operations B.V., any rideshare driver and any rideshare vehicle owner were named insureds and Uber Canada Inc. was an additional named insured.

At the time of the accident, Romello B. did not have access to automobile insurance other than the Northbridge policy and the Intact policy.

At the time of the accident, the Ali P. vehicle was in the “post-acceptance period” as defined in the Intact policy. This requires some explanation and is to be contrasted with the “pre-acceptance period”. The pre-acceptance period commences from the moment a rideshare driver has logged onto the digital network and is available to receive requests for transportation services for compensation from prospective ridesharing passengers and concludes immediately before the rideshare driver accepts a request. The post-acceptance period commences from the moment the rideshare driver accepts a request through the digital network, including while the automobile is en route to pick up a ridesharing passenger, includes while the automobile is carrying a ridesharing passenger including the dropping off of such passenger and ends when the last passenger departs from the automobile, the trip is ended or the trip is cancelled (whichever is the later).

There is no dispute that, pursuant to Section 2 of IPCF 6TN – Coverage for Ridesharing Endorsement, Intact has priority for the rideshare driver’s claim.

On November 16, 2016, Northbridge received a completed application for accident benefits from Romello B. Northbridge has handled this accident benefit claim as required by Section 2 of Regulation 283/95. On January 31, 2017, Northbridge served a Notice to Applicant of a Dispute between Insurers. Intact did not accept priority and, as a result, Northbridge commenced the within arbitration.

I have reproduced copies of the Certificate of Automobile Insurance (for Ridesharing – Ontario), Schedule 1 to the Certificate, IPCF 6TN – Coverage for Ridesharing Endorsement (which forms part of the policy) and IPCF 21B – Blanket Fleet Coverage for Ontario Ridesharing Endorsement (which is referenced in the Certificate of Automobile Insurance). All of these documents are marked as “Appendix A” to this Award and I have added page numbers to the upper right corner of each page for convenient reference.

There is no dispute between the parties that there must be an underlying personal owner's policy of automobile insurance. At minimum, this would provide the rideshare driver, when not involved in ridesharing activities (neither the pre-acceptance period nor the post-acceptance period) to access collision and comprehensive coverage along with other standard and optional automobile insurance.

In the case of a passenger in the Ali P. vehicle, there is accident benefits coverage available from both Northbridge (personal owner's policy) and from Intact (ridesharing policy). This circumstance was never contemplated when section 268(2) of the Insurance Act came into existence to address priority disputes.

Law:

A priority dispute arises when there are or may be multiple motor vehicle liability policies which might respond to a statutory accident benefit claim made by an individual involved in a motor vehicle accident. Section 268(2) of the *Insurance Act* sets out the priority rules to be applied to determine which insurer is liable to pay accident benefits. It provides as follows:

Insurance Act, R.S.O. 1990, c. I.8, section 268 (2)

(2) The following rules apply for determining who is liable to pay statutory accident benefits:

1. In respect of an occupant of an automobile,

i. the occupant has recourse against the insurer of an automobile in respect of which the occupant is an insured,

ii. if recovery is unavailable under subparagraph i, the occupant has recourse against the insurer of the automobile in which he or she was an occupant,

iii. if recovery is unavailable under subparagraph i or ii, the occupant has recourse against the insurer of any other automobile involved in the incident from which the entitlement to statutory accident benefits arose,

iv. if recovery is unavailable under subparagraph i, ii or iii, the occupant has recourse against the Motor Vehicle Accident Claims Fund.

Since the claimant was an occupant of a vehicle at the time of the accident and had no access to any policy as an insured, spouse of named insured, listed driver, etc., the occupant has recourse against **the insurer of the automobile in which he or she was an occupant** [emphasis added].

Northbridge acknowledges that Romello B., as an occupant of the Ali P. vehicle used as a ridesharing vehicle, had full, unrestricted access to statutory accident benefits under the accident benefits coverage available under the Northbridge policy. This should be contrasted with Ali P. who was in breach of one of the general exclusions of the policy issued by Northbridge as he was carrying paying passengers. Indeed, this situation is addressed by Sections 1 and 2 of IPCF 6TN – Coverage for Ridesharing Endorsement as it provides complete accident benefits coverage to a rideshare driver under the Intact policy. This is found at page 6 of “Appendix A”. I reproduce the pertinent sections for convenient reference as follows:

1. **Purpose of This Change-** this change is part of your policy. It removes one of the limitations in section 1.8.1 of your policy, “General Exclusion,” namely “carrying paying passengers” and permission is hereby given for the automobile(s) to be used to carry paying passengers only in relation to the Pre-Acceptance Period and the Post-Acceptance Period.
2. **What We Will Cover-** we will provide primary coverage for the automobile(s) as outlined in the Certificate of Automobile Insurance, only while the automobile is used in the Pre-Acceptance Period and the Post-Acceptance Period, subject to section 3 Limitation On Coverage and section 4 What We Will Not Cover.

For greater clarity, for the purpose of determining the order in which to pay Statutory Accident Benefits as set out under s. 268 of the *Insurance Act* in respect of claims made for Statutory Accident Benefits by a Rideshare Driver, this policy shall respond prior to any other policy of which the Rideshare Driver is an insured or named insured, subject to section 4 What We Will Not Cover.

For greater clarity, for the purpose of determining the order in which third party liability provisions of any policies respond under s. 277(1.1) of the *Insurance Act* in respect of a claim made for loss or damage for bodily injury or death arising directly or indirectly from the use or operation of the automobile that is leased while in the Pre-Acceptance Period or the Post-Acceptance Period, this policy shall respond prior to any other policy under which the Lessor is entitled to indemnity as an insured named in a contract subject to section 4 What We Will Not Cover.

There is no doubt that for purposes of the rideshare driver, the Intact policy is expected to, and does, respond in priority to any other policy which the rideshare driver may be an insured or named insured (so long as the automobile is being used during the pre-acceptance period or in the post-acceptance period).

The situation regarding a ridesharing passenger is not clear. Northbridge focuses on the grant of coverage in Section 2 of IPCF 6TN – Coverage for Ridesharing Endorsement and emphasizes that the Intact policy provides **primary coverage** during the pre-acceptance period and post-acceptance period [emphasis added]. Intact argues that the

second paragraph in Section 2, specifically set out for greater clarity, makes it clear that the Intact policy has priority insofar as claims of a rideshare driver are concerned but does not make this clarifying point in relation to a rideshare passenger. Intact argues that if this was the intention of the parties, the endorsement could have and should have clearly set this out. Intact asserts that whereas the ridesharing driver clearly has special status or treatment when considering a contest between the two policies, the Intact policy is silent with respect to a ridesharing passenger.

Both parties agree that the insurance policy must be read as a whole and that the provisions of the policy must be interpreted in a way that will advance the true intentions of the parties. If the contractual provisions are not ambiguous, they must be given their plain and ordinary meaning.

Section 1 of IPCF 6TN – Coverage for Ridesharing Endorsement explains the purpose of the change to coverage. It removes one of the limitations listed in the general exclusion in Section 1.8.1 of the OAP 1, namely “carrying paying passengers” (which would compromise the rideshare driver’s accident benefits coverage under the Northbridge policy and compromise the third party liability coverage under the Northbridge policy as well). Thus, the clarifying paragraphs in section 2 explain that the ridesharing policy has the higher priority when considering accident benefit claims on the part of the rideshare driver and the ridesharing policy has the higher priority when considering third-party liability claims.

However, the grant of coverage set out in Section 2. of IPCF 6TN – Coverage for Ridesharing Endorsement, goes further. It clearly, unequivocally and without ambiguity specifies that Intact, as the ridesharing insurer, provides **primary coverage** for the automobile only while the automobile is used in the pre-acceptance period and the post-acceptance period. While Section 2 provides “greater clarity” for purposes of the rideshare driver’s accident benefits coverage and the priority of third party liability coverage, this does not limit the grant of coverage specified in Section 2.

The Intact policy is the primary coverage for all sections of the policy of automobile insurance (liability, direct compensation, family protection coverage (OPCF 44R), accident benefits and uninsured motorist coverage along with collision and comprehensive coverage), provided that the rideshare driver must have collision and comprehensive coverage on their underlying personal owner’s policy for the vehicle

used by the rideshare driver when not engaged during the pre-acceptance period or in the post-acceptance period.

While it is true that Romello B. had full, unrestricted accident benefits coverage under the Northbridge policy, one cannot ignore the plain, obvious and unambiguous language found in Section 2 of IPCF 6TN – Coverage for Ridesharing Endorsement. If the automobile is being used in the pre-acceptance period or the post-acceptance period, the coverage outlined in Intact's certificate of automobile insurance is primary. This would include the accident benefit coverage available to Romello B. under the Intact policy and make such coverage primary i.e. higher in priority to the coverage available under the Northbridge policy. It matters not that Section 2 does not continue to provide "greater clarity" for this circumstance. The grant of coverage in Section 2 is clear and does not require clarification.

Moreover and by way of example, there is no clarifying paragraph respecting collision coverage. However, the parties agree that if the ridesharing vehicle was damaged in a collision during the pre-acceptance period or post-acceptance period, the Intact policy would respond in priority to the Northbridge policy. The same is true respecting uninsured or unidentified motorist coverage or family protection coverage.

The Financial Services Commission of Ontario (FSCO) released a bulletin regarding ridesharing on July 7, 2016. The bulletin reinforces the "super priority" of the Intact policy in relation to a rideshare driver (which is not disputed in this proceeding). The bulletin provides for passengers, pedestrians or other persons involved in an accident with a rideshare vehicle to look to Section 268 of the *Insurance Act* for the applicable rules governing the liability of an insurer to pay statutory accident benefits. The bulletin further references that any disputes that may emerge between insurers over which the insurer is liable to pay statutory accident benefits, can be addressed through Regulation 283/95 (disputes between insurers) under the *Insurance Act*.

It is agreed between the parties that a FSCO bulletin is informative but not binding. In certain cases, the bulletin can be persuasive. In this case, the bulletin does not add anything to the plain language of the endorsement under consideration and the phrase "primary coverage".

The parties produced a web page from the FSCO website regarding ridesharing. This document includes a section regarding "making an insurance claim after an accident". It

provides, inter alia, that “if you are a car sharing participant, contact your car sharing company for information on how to make a claim”. It provides further “important information for passengers” and indicates “if you don’t have personal auto insurance coverage, contact the ridesharing or car sharing company’s insurer about making a claim. You can get the insurance policy information from the driver or from the company’s website”. This document is informative but not binding. That said, it appears to direct a ridesharing passenger to Intact, as the ridesharing insurer in the case before me, if the accident occurs during the pre-acceptance period or post-acceptance period.

I am satisfied, on a plain reading of IPCF 6TN – Coverage for Ridesharing Endorsement, that Intact provides primary coverage for statutory accident benefits in relation to the claim of Romello B., being an occupant in the rideshare vehicle during the post-acceptance period and by reason of Romello B. having no access to any other policy of insurance (apart from the Northbridge policy).

Intact argues that Romello B. could have applied to either Intact or Northbridge. Both insurers provided accident benefit coverage to the owner the vehicle such that there would be a tie for priority under section 268 of the Insurance Act. Intact argues that the “super priority” specified in section 2 of IPCF 6TN – Coverage for Ridesharing Endorsement does not apply to Romello B. as the occupant. Romello B. applied to Northbridge and that should end the matter. However, this approach ignores the clear and unambiguous statement in the change form under consideration. The Intact coverage as outlined in the certificate of insurance (which includes accident benefit coverage) is **primary coverage** (emphasis added). The FSCO bulletin, described above, contemplates priority disputes.

It is agreed between the parties that Northbridge was unaware that Ali P. was operating his vehicle as a rideshare driver. It stands to reason that Northbridge would not have been able to assess the risk associated with the Ali P. vehicle being used as a rideshare vehicle. Northbridge was certainly not in a position to price this risk and charge premiums to address this risk. It is one thing for Ali P. to transport family and friends in his vehicle as a courtesy or favour. In these cases, such occupants could well look to Northbridge for accident benefit coverage. It is another thing for Ali P. to operate his vehicle for several hours per day and potentially for several or many days per week as a rideshare vehicle, take on unrelated and unknown individuals for compensation and for such individuals to look to Northbridge for accident benefit coverage. This is a risk

specifically contemplated by Intact under its ridesharing endorsement. Presumably, Intact received premiums to address this risk.

Individuals, such as Romello B., when an occupant of the rideshare vehicle during the pre-acceptance period or post-acceptance period, should look to Intact for accident benefit coverage (assuming that they do not have access to their own accident benefit coverage as a named insured, spouse of named insured, deemed named insured, listed driver, etc. under a separate policy of automobile insurance).

CONCLUSION:

I find that Intact Insurance Company is the priority insurer under section 268 of the Insurance Act and is responsible for the handling and payment of Romello B.'s claim for statutory accident benefits. Intact is required to indemnify Northbridge for all benefits paid and costs incurred in the handling of the claim together with interest on all amounts. I remain seized of the matter to determine quantum to the extent that the parties cannot resolve this aspect of the matter.

Given that this is a matter of first impression, I am not inclined to award costs in favour of Northbridge as against Intact. That said, I remain seized of this aspect of the matter if Northbridge wishes to pursue an award of costs and, if so, I will convene a post arbitration teleconference to establish a timeline for delivery of written submissions or to establish a mutually convenient time for delivery of verbal submissions if that is the preference of the parties.

I order that Intact pay the cost of the arbitrator in accordance with the terms of the executed arbitration agreement.

I am indebted to counsel for their thoughtful submissions, both written and oral, and for their courtesy and efficiency extended to each other and to me as arbitrator.

Dated at Toronto this 15th day of May, 2018.



Vance H. Cooper, Arbitrator

Appendix A

①

Certificate Of Automobile Insurance (For Ridesharing- Ontario)

This Certificate is proof of a contract of insurance between the Named Insured and the Insurer, subject in all respects to the Ontario Automobile Policy (OAP 1). In return for the premium charged and the statements contained in the Application, the contract provides the coverage outlined in this Certificate. You only have a particular coverage for a specific automobile if this Certificate shows a premium for it, or shows the coverage is provided at no cost. All other terms of the Policy remain the same unless stated otherwise in this Certificate. Your Insurer will provide you with a copy of the Policy if you request it. This Certificate is only valid if it is signed by an authorized representative of the Insurer.



Intact Insurance Company,
(Hereinafter Called The Insurer)

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Broker Aon Reed Stenhouse		No. 72564		Billing Method		Policy Number 7J9000184		Reason for Issuance New Business	
Named Insureds as per Schedule 1				Lessor's Name and Address As per Lessor's Schedule (For Ridesharing-Ontario) Attached.					
Policy Period From 12:01 a.m.		D 07	M 07	YR 17	To 12:01 a.m.	D 07	M 07	YR 18	All times are local times at the Named Insured's primary address shown on this Certificate.
DESCRIBED AUTOMOBILES									
Auto No.	Model Year	Trade Name/ Model		Body Type	V.I.N./Serial Number	# of Cyl	C.C.	Gross Vehicle Weight Rating	Price
Described Automobiles as defined in Schedule 1 providing transportation services originating in the province of Ontario.									
Lienholders (to whom loss may be jointly payable) As per Lienholders (to whom loss may be jointly payable) Schedule (For Ridesharing-Ontario) Attached.									
RATING INFORMATION									
Auto No.	Class	Driving Record BI PDV DCPD AB COLL/ AP		Vehicle Code	Rate Group ACC. BEN DCPD COLL/ AP COMF SP		Territory	Com. Co. Use	At Fault Claims/Convictions Surcharge
As per IPCF 21B attached.									
INSURANCE COVERAGES:		LIABILITY			OPCF 44R		ACCIDENT BENEFITS		
Perils	Auto No.	Liability Limits	Bodily Injury	Property Damage	Direct Compensation - Property Damage *	Family Protection Endorsement	Standard Benefits	Uninsured Automobile	
Limit		\$2,000,000 Post acceptance \$1,000,000 Pre acceptance period			*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation - property damage.	Limits are the same as Liability Section unless Otherwise specified.	As stated in Section 4 of Policy.	As stated in Section 5 of Policy.	
Deductible	As per IPCF 21B attached.								
Prem in Doll.				INCL.					INCL.
LOSS OR DAMAGE**					POLICY CHANGE FORMS & OPTIONAL ACCIDENT BENEFITS			TOTAL PREMIUM PER AUTOMOBILE	
**This policy contains a partial payment of loss clause. A deductible applies for each claim except as stated in your policy.					TOTAL PER AUTOMOBILE				
Peril s	Auto No.	All Perils	Collision or Upset	Excluding Collision or Upset Comprehensive Specified Perils	Total Loss or Damage Premium	See reverse side of document for details of Policy Change Forms & Optional Increased Accident Benefits.			
			\$1000	\$1000		FORM # As per IPCF 21B attached.			
Deductible	It is a condition precedent to coverage under this policy for collision and comprehensive coverages that the Rideshare Driver, as defined in the IPCF 6TN, has collision and comprehensive coverages on their underlying personal owner's policy for the vehicle used by the Rideshare Driver.								
Prem in Doll.								As per IPCF 21B attached.	
Remarks:					TOTAL POLICY PREMIUM \$ MINIMUM NON-REFUNDABLE PREMIUM \$ For 24/7 CLAIMS SERVICE 1-866-470-2335				

Please read reverse side for additional information on the rating of your policy.
This is your Certificate of Automobile Insurance. Contact your Broker/Agent with any

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questions or if you require clarification regarding your coverage choices.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of the Insurer's insurance business in Canada.



AUTHORIZED REPRESENTATIVE

Processed Date:

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Broker Aon Reed Stenhouse		No. 72564	Billing Method	Policy Number 7J9000184	Reason for Issuance New Business
Named Insured and Primary Address Named Insureds as per Schedule 1					
Policy Period From 12:01 a.m.	D 07	M 07	YR 17	To 12:01 a.m.	D 07
					M 07
					YR 18
All times are local times at the Named Insured's primary address shown on this Certificate.					

Driver Information					
Driver No.	Driver Name	Assignment To Vehicle			Territory Description
		Principal	Secondary	Occasional	

With limits as stated in Section 4 of Policy, the following Optional Increased Accident Benefits will be listed if purchased; Caregiver, Housekeeping & Home Maintenance; Medical & Rehabilitation & Attendant Care (\$130,000/\$1,000,000); Optional Catastrophic Impairment (additional \$1,000,000 added to Standard Benefit or Optional Medical, Rehabilitation & Attendant Care Benefit); Death & Funeral; Dependant Care; Indexation Benefit (Consumer Price Index). Income Replacement (\$600/\$800/\$1000) will be listed with selected limit if purchased.

Policy Change Forms, Surcharges, Discounts, Other Messages

The premium for Uninsured Automobile is included and accounts for 5% of the Accident Benefits (Standard Benefits) premium indicated.

The premium for Liability - Property Damage is included and accounts for 5% of the Bodily Injury premium indicated.

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Broker Aon Reed Stenhouse		No. 72564	Billing Method	Policy Number 7J9000184	Reason for Issuance New Business		
Named Insured and Primary Address Named Insureds as per Schedule 1							
Policy Period From 12:01 a.m.	D 07	M 07	YR 17	To 12:01 a.m. D 07	M 07	YR 18	All times are local times at the Named Insured's postal address shown on this Certificate.

This is a brief explanation of the insurance outlined in this Certificate.

Liability - Provides coverage for you or other insured persons if someone else is killed or injured or their property is damaged in an automobile incident. It will pay for legitimate claims against you or other insured persons up to the limit of your coverage, and the cost of settling claims.

Accident Benefits - Your insurance company is obligated to explain details of Accident Benefits coverage to you.

Provides benefits that you and other insured persons are entitled to receive if injured or killed in an automobile accident. These benefits may include: income replacement for persons who have lost income; payments to non-earners who suffer complete inability to carry on a normal life; payment of medical, rehabilitation and attendant care expenses; payment of certain other expenses; payment of funeral expenses and payments to survivors of a person who is killed. You may also purchase optional benefits to increase the standard level of benefits provided in the policy. The optional benefits your insurance company must offer are: income replacement; medical, rehabilitation and attendant care; optional catastrophic impairment; caregiver, housekeeping and home maintenance; death and funeral; dependant care; and an indexation benefit.

Uninsured Automobile - Provides coverage if you or other insured persons are injured or killed by an uninsured motorist or by a hit-and-run driver. It covers damage to your automobile and its contents caused by an identified uninsured motorist.

Direct Compensation - Property Damage - Provides coverage in Ontario, under certain conditions, for damage to your automobile and to property it is carrying, when another motorist is responsible. It is called Direct Compensation because you will collect from us, your insurance company, even though you are not at fault for the accident. There may be a deductible amount, and this amount is either paid by you toward the cost of repairs or is deducted from the loss settlement. Higher deductibles may reduce your premium.

Loss or Damage - Provides a selection of optional coverages for your own automobile. Payments cover direct and accidental loss of, or damage to, a described automobile and its equipment. There is usually a deductible amount indicated for each coverage and this amount is either paid by you toward the cost of repairs or is deducted from the loss settlement. Higher deductibles may reduce your premium. There are four types of coverages:

Specified Perils: Covers the described automobile against loss or damage caused by certain specific perils. They are fire; theft or attempted theft; lightning; windstorm; hail or rising water; earthquake; explosion; riot or civil disturbance; falling or forced landing of aircraft or parts of aircraft; or the stranding, sinking, burning, derailment or collision of any kind of transport in or upon which the described automobile is being transported.

Comprehensive: Covers a described automobile against loss or damage other than those covered by Collision or Upset, including perils listed under Specified Perils, falling or flying objects, missiles and vandalism.

Collision or Upset: Covers damage when a described automobile is involved in a collision with another object or tips over.

All Perils: Combines the Collision or Upset and Comprehensive coverages.

OPCF No. 23A - Lienholder Protection - 1. Purpose of this Change - 1.1 This change is part of your policy. It protects the lienholder's interest in your automobile if you have a claim for a loss covered under Section 6: "Direct Compensation - Property Damage" and Section 7 of your policy, "Loss or Damage Coverages." 2. Joint Payment - If we are settling a claim with you and your automobile is not repaired or the lost or damaged parts are not replaced, we will jointly pay you and the lienholder for any loss covered under Section 6 of your policy, "Direct Compensation - Property Damage" and Section 7 of your policy, "Loss or Damage Coverages." 3. Notifying the Lienholder - If any coverage in Section 6 and/or in a subsection of Section 7 of your policy is cancelled, we must notify the lienholder in writing at least fifteen days before the cancellation. However, this obligation ends on the expiry date shown on this form. If you have purchased any coverage under Section 7 but do not cooperate with any reasonable arrangements we make to inspect your automobile, we must notify the lienholder in writing. The lienholder's rights under the coverage will not be affected except after 15 days following the date of mailing such notice. All other terms and conditions of your policy remain the same.

THIS CERTIFICATE CONTAINS IMPORTANT INFORMATION ABOUT YOUR AUTOMOBILE INSURANCE.

Warning: The Insurance Act provides that where (a) an Applicant for a contract, (i) gives false particulars of the described automobile to be insured to the prejudice of the insurer, or (ii) knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the insured contravenes a term of the contract or commits a fraud; or (c) the insured wilfully makes a false statement in respect of a claim under the contract, a claim by the insured, for other than such statutory accident benefits as are set out in the Statutory Accident Benefits Schedule, is invalid and the right of the insured to recover indemnity is forfeited.

Warning - Offences

It is an offence under the *Insurance Act* to knowingly make a false or misleading statement or representation to an insurer in connection with the person's entitlement to a benefit under a contract of insurance, or to wilfully fail to inform the insurer of a material change in circumstances within 14 days, in connection with such entitlement. The offence is punishable on conviction by a maximum fine of \$250,000 for the first offence and a maximum fine of \$500,000 for any subsequent conviction.

It is an offence under the federal *Criminal Code* for anyone to knowingly make or use a false document with the intent it be acted on as genuine and the offence is punishable, on conviction, by a maximum of 10 years imprisonment.

It is an offence under the federal *Criminal Code* for anyone, by deceit, falsehood or other dishonest act, to defraud or to attempt to defraud an insurance company. The offence is punishable, on conviction, by a maximum of 14 years imprisonment for cases involving an amount over \$5,000 or otherwise a maximum of 2 years imprisonment.

Cancellation Request (To be filled out and sign in the event of cancellation).

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

Time _____ a.m.

_____ p.m.

Effective Date of Cancellation

Signature of Insured

Signature of Lienholder/Mortgagee/Lessor



Intact Insurance Company

SCHEDULE 1

(ATTACHED TO THE CERTIFICATE OF AUTOMOBILE INSURANCE)

Issued to:	Rasier Operations B.V.	Effective Date :	07-07-2017
Policy Number:	7J9000184	Broker:	Aon Reed Stenhouse

It is hereby declared and agreed that:

- (i) The Name of the Insured appearing in the Certificate of Automobile Insurance shall read: Rasier Operations B.V. ("Rasier"), any Rideshare Driver and any Rideshare Vehicle Owner.
- (ii) Uber Canada Inc. is named as an additional insured on the policy.

"Rideshare Driver" shall only mean an individual that is operating an automobile in connection with the use of a Digital Network (i) while the driver has logged into a Digital Network and is available to receive requests to carry Ridesharing passenger(s); or (ii) while the automobile is en route to pick up a Ridesharing passenger(s) following the acceptance through a Digital Network of a request to transport such passenger(s); or (iii) while the automobile is carrying a Ridesharing passenger(s) including the dropping off of a Ridesharing passenger(s).

"Rideshare Vehicle Owner" means the owner of an automobile operated by a Rideshare Driver or, if the automobile is leased, the lessee of the automobile operated by the Rideshare Driver.

"Digital Network" is defined as any online-enabled application, software, website or system offered or utilized by a Transportation Network Company that enables Ridesharing with drivers.

"Ridesharing" is defined as a service through which passengers obtain and pay for on-demand transportation provided by a Rideshare Driver through a Digital Network controlled by a Transportation Network Company. This definition does not include any usage of the automobile when the application is turned off, or for taxicab services or commercially licensed limousine or livery services.

"Transportation Network Company" is defined as a business entity that uses a Digital Network to connect passengers to Ridesharing services provided by Rideshare Driver(s).

"Described Automobiles" means automobiles operated by Rideshare Drivers.

TO BE READ IN CONJUNCTION WITH THE "IPCF 6TN-COVERAGE FOR RIDESHARING ENDORSEMENT" WHICH FORMS PART OF THE POLICY TO WHICH THIS SCHEDULE 1 IS ATTACHED.

IPCF 6TN- COVERAGE FOR RIDESHARING ENDORSEMENT

Issued to Named Insureds as per Schedule 1	Effective Date of Change <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Year</td> <td style="width: 33%; text-align: center;">Month</td> <td style="width: 33%; text-align: center;">Day</td> </tr> <tr> <td style="text-align: center;">2017</td> <td style="text-align: center;">07</td> <td style="text-align: center;">07</td> </tr> </table>	Year	Month	Day	2017	07	07	Policy Number 7J9000184
Year	Month	Day						
2017	07	07						
See your Certificate of Automobile Insurance for which automobiles this change applies to:								
COVERAGE LIMITS FOR LOSSES ARISING WHILE IN THE PRE-ACCEPTANCE PERIOD: Liability (Coverage Limits \$1,000,000). Collision and Comprehensive Coverages (Subject to section 3 of this endorsement and the deductible as per the IPCF 21B). Family Protection Coverage ((OPCF 44R) with Coverage Limits of \$1,000,000).	COVERAGE LIMITS FOR LOSSES ARISING WHILE IN THE POST-ACCEPTANCE PERIOD: Liability (Coverage Limits \$2,000,000). Collision and Comprehensive Coverages (Subject to section 3 of this endorsement and the deductible as per the IPCF 21B). Family Protection Coverage ((OPCF 44R) with Coverage Limits of \$2,000,000).							

1. **Purpose of This Change-** this change is part of your policy. It removes one of the limitations in section 1.8.1 of your policy, "General Exclusion," namely "carrying paying passengers" and permission is hereby given for the automobile(s) to be used to carry paying passengers only in relation to the Pre-Acceptance Period and the Post-Acceptance Period.

2. **What We Will Cover-** we will provide primary coverage for the automobile(s) as outlined in the Certificate of Automobile Insurance, only while the automobile is used in the Pre-Acceptance Period and the Post-Acceptance Period, subject to section 3 Limitation On Coverage and section 4 What We Will Not Cover.

For greater clarity, for the purpose of determining the order in which to pay Statutory Accident Benefits as set out under s. 268 of the *Insurance Act* in respect of claims made for Statutory Accident Benefits by a Rideshare Driver, this policy shall respond prior to any other policy of which the Rideshare Driver is an insured or named insured, subject to section 4 What We Will Not Cover.

For greater clarity, for the purpose of determining the order in which third party liability provisions of any policies respond under s. 277(1.1) of the *Insurance Act* in respect of a claim made for loss or damage for bodily injury or death arising directly or indirectly from the use or operation of the automobile that is leased while in the Pre-Acceptance Period or the Post-Acceptance Period, this policy shall respond prior to any other policy under which the Lessor is entitled to indemnity as an insured named in a contract subject to section 4 What We Will Not Cover.

3. **Limitation On Coverage**-it is a condition precedent to coverage under this endorsement for collision and comprehensive that the Rideshare Driver has collision and comprehensive coverages on their underlying personal owner's policy for the vehicle used by the Rideshare Driver.
4. **What We Will Not Cover**- we will not cover the automobile(s) while used for any other purpose other than in the Pre-Acceptance Period or in the Post-Acceptance Period.
5. **Changes in Coverage Limits**- should a Transportation Network Company provide Ridesharing within a municipality in Ontario which requires higher limits for the Post-Acceptance Period than the applicable limit herein stated, we will provide the required higher coverage limits. Such higher coverage limits shall be provided to the Transportation Network Company through a separate Certificate of Automobile Insurance outlining specific coverage limits for that municipality. Notwithstanding the aforementioned, should a Rideshare Driver pick up a Ridesharing passenger in one municipality and drop off the Ridesharing passenger in another municipality, the coverage limits for the Post-Acceptance Period applicable to the municipality where the trip originated shall always apply.

Definitions.

The Pre-Acceptance Period:

- (i) from the moment a **Rideshare Driver** has both logged onto the **Digital Network** affiliated with Rasier Operations B.V. and is available to receive requests for transportation services for compensation from prospective **Ridesharing** passenger(s) and/or **Transportation Services Requestor(s)**; and before
- (ii) the **Rideshare Driver** has accepted a request through the **Digital Network** to provide transportation services or transport **Ridesharing** passenger(s) or has logged out of the **Digital Network**.

The Post-Acceptance Period:

- (i) from the moment the **Rideshare Driver** has accepted a request through the **Digital Network**, including while the automobile is en route to pick up a **Ridesharing** passenger following the acceptance through a **Digital Network** of a request for transportation services including picking up passenger(s); or
- (ii) while the automobile is carrying a **Ridesharing** passenger including the dropping off of such passenger, and
- (iii) ending when the last passenger departs from the automobile, a trip is ended, or a trip is cancelled whichever is later.

"Digital Network" is defined as any online-enabled application, software, website or system offered or utilized by a Transportation Network Company that enables Ridesharing with drivers.

"Ridesharing" is defined as a service through which passengers obtain and pay for on-demand transportation provided by a **Rideshare Driver** through a **Digital Network** controlled by a Transportation Network Company. This definition does not include any usage of the automobile when the application is turned off, or for taxicab services or commercially licensed limousine or livery services.

"Transportation Network Company" is defined as a business entity that uses a **Digital Network** to connect passengers to Ridesharing services provided by **Rideshare Driver(s)**.

"Transportation Services Requestor" is defined as an individual who requests transportation services through the **Digital Network** from a **Rideshare Driver**, which may or not be the prospective **Ridesharing** passenger.

"Rideshare Driver" shall only mean an individual that is operating an automobile in connection with the use of a **Digital Network** (i) while the driver has logged into a **Digital Network** and is available to receive requests to carry **Ridesharing** passenger(s); or (ii) while the automobile is en route to pick up a **Ridesharing** passenger(s) following the acceptance through a **Digital Network** of a request to transport such passenger(s); or (iii) while the automobile is carrying a **Ridesharing** passenger(s) including the dropping off of a **Ridesharing** passenger(s).

"Lessor" means in respect of an automobile, a person who is leasing or renting the automobile to another person for any period of time and "leased" has a corresponding meaning.

Except as otherwise provided in this endorsement, all other conditions of your policy remain the same.

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IPCF 21B
Blanket Fleet Coverage for Ontario Ridesharing Endorsement

Insurer: Intact Insurance Company				
Issued to: Named Insureds as per Schedule 1	Effective Date of Change Day: 07 Month: 07 Year: 2017	Policy Number: 7J9000184		
Broker: Aon Reed Stenhouse				

Please sign and keep a copy for your records.

1. Purpose of This Change

This change is part of your policy. For automobile fleets, it provides an alternate method for identifying what automobiles are covered and calculating the premium for the policy period.

2. What We Will Cover

2.1 We will provide coverage for all automobiles licensed or required to be licensed in Ontario that 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 where the insured as lessee is required to provide insurance under a written lease agreement;

Lessor(s) Name(s) and Address(es)
As per Lessors Schedule (Ridesharing-Ontario) attached.

- (iii) leased by you for more than 30 days under a written lease agreement from a lessor other than those listed above if you provide the name and address of the lessor to us within 14 days of the delivery of the first leased automobile;
- (iv) rented for a period of not more than 30 days, but only for the coverage provided under sub-section 3.3.5 of the policy, subject to sub-section 2.2.4 of the policy.

2.2 We will provide, only for automobiles described in 2.1 (i), (ii), and (iii) of this change form, Liability, Accident Benefits and Uninsured Automobile Coverages for the limits shown on your Certificate of Automobile Insurance, together with Direct Compensation - Property Damage Coverage as provided in Section 6 of your policy, but subject to any deductible(s) for a particular type of use or description of automobiles shown below.

2.3 We will also provide, only for automobiles described in 2.1 (i), (ii), and (iii) of this change form, Loss or Damage Coverages as provided in Section 7 of your policy, but only when a deductible is shown below for a particular type of use or description of automobiles.

Type of Use or Description of Automobiles	Direct Compensation - Property Damage Deductible \$	Loss or Damage Coverages			
		Specified Perils Deductible \$	Comprehensive Deductible \$	Collision or Upset Deductible \$	All Perils Deductible \$
Described Automobiles as defined in Schedule 1	\$	\$	\$1000 This is subject to the condition in section 3.6.	\$1000 This is subject to the condition in section 3.6.	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Any type of use or description of automobiles not listed.					

Change Forms attached to the policy.
OPCF 44R - \$2,000,000 limit post acceptance period, \$1,000,000 limit pre acceptance period

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Date			
YYYY	MM	DD	Signature of Insured