Auto Pak

Policy booklet



www.sgicanada.ca



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Saskatchewan

If You Have an Accident

1. You should take any action needed to save lives. Have someone who knows first aid take over. We will pay your reasonable costs for giving first aid to others.
2. If you have a loss which results in a claim, you **must** take all reasonable steps needed to save your auto from further damage. We will pay your costs for doing this. If you do not try to protect your auto, we will not cover any further damage to it.
3. Accidents that involve injury, death, hit and run, an impaired driver or when vehicles must be towed from the scene must be reported to the police at once.
4. Let us know as soon as you can. You may submit your auto claim online through eClaim (www.sgi.sk.ca/eclaim) or call, write, fax or email your broker or the nearest claims office. The addresses, phone and fax numbers of these offices are shown on page 30. If you are out of the province, call us collect at 306-775-6000 or toll free at 1-800-667-9779 (ext. 6500).

   Tell us how the accident happened and if someone was hurt or killed. You will need your driver's licence, auto registration certificate and your Cover Page. You should give us the names and addresses of any witnesses. Tell us about the other driver and auto and give us any licence numbers you can. We may ask you to put your statement in writing.
5. You must not admit that you are at fault, even if you feel you were. You may not know all the facts.
6. You must not offer or make any payments or repairs without our permission. You **may** make repairs needed to save your auto from further damage.
7. You must cooperate fully with us as we investigate the accident, settle claims against you, and defend you. You must not interfere in any legal action or discussion. But we may ask you to help us get statements from witnesses or other information or evidence we need to adjudicate the claim.
8. You must give us letters or legal papers having to do with a claim. You must do this as soon as you get them from someone.

Accident Report Form

a. Other Vehicle Owner's Name

Address Prov. or State Licence No.

b. Other Driver's Name

Address

Driver's Licence No.

c. Witness 1: Name

Address

Witness 2: Name

Address

d. Accident Location **Date**

Vehicle Towed by Whom

Vehicle Towed Where

Definitions

Sometimes we will use special words or terms to help explain your coverage. The following definitions apply unless the words or terms are **redefined** in other **Parts** of this booklet.

You or **Your**

The name or names shown on the Cover Page.

If the name on the Cover Page is that of a corporation, association or partnership, we mean the officers, employees or partners and their spouses who regularly use an auto specifically insured by this policy.

We, Our or **Us**

SGI CANADA, a division of SGI.

Auto or **Motor Vehicle**

A motor-driven land vehicle or trailer excluding "All Terrain Vehicles" as defined in *The All Terrain Vehicles Act*.

Occupant

The driver and any passengers while they are in the auto or getting in or out of it.

Vehicle-for-Hire Service

A vehicle-for-hire service as defined in *The Vehicles for Hire Act* or any similar Act or law of any other jurisdiction.

Transportation Network

A transportation network as defined in *The Vehicles for Hire Act* or any similar Act or law of any other jurisdiction.

THIS POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE.

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Part I – Introduction

All autos and drivers licensed in Saskatchewan are covered by *The Automobile Accident Insurance Act*. We will call this your "licence insurance".

Your Auto Pak policy consists of your **Auto Pak Booklet**, your **Cover Page**, and your **Application**.

The **Auto Pak Booklet** will explain your coverage. **Part I** is this introduction. **Part II** covers Injury Payments to people who are hurt or killed in an auto accident. **Part III** covers Damage to Your Auto or its equipment. **Part IV** covers your Liability to someone else for injury, death or property damage caused by an auto you own or use. And, **Part V** is the Family Security section.

The **Cover Page** shows your coverages, the deductible(s), and limits of your policy.

Remember: This booklet explains a large number of coverage types. But you may not have all these coverages. You only have the coverage shown on your Cover Page.

Please check your Cover Page. Be sure everything shown there is right. If any of the information appears incorrect, please let us know right away. Your broker can help with any questions you may have. And your broker can request any changes or corrections for you.

Your coverage starts at the time and date stated **on the application**. It ends at 12:01 a.m. on the **expiry date**. The Cover Page shows both of these dates. This is your **policy term.**

Your Application is a very important part of your policy. We rely on the information shown on it. Based on it, we agree to give you the coverage shown on your Cover Page. In return, you must promise to pay the premium and follow all policy conditions that apply.

This policy covers you for incidents occurring in Canada, any of the 50 states in the United States of America, or Washington, D.C. You are also covered while the auto is on a ship sailing between ports of these listed regions.

Limits and deductibles shown in your policy are in Canadian funds.

Remember: This policy is often tied to your licence insurance. Normally we will pay you only when you are covered by licence insurance. But there are some exceptions to that. We will explain them in this booklet.

Refer to Statutory Condition – 8. Termination to find out how this policy must be cancelled.

Autos We Will Cover

Autos You Own

1. We will cover:
   a) The auto registered to the plate number shown on your Cover Page. If you get a new plate number, you must tell us within 14 days and we will then correct the Cover Page.
   b) A newly acquired auto provided that you tell us within 14 days of the auto's delivery to you. The same coverages, deductibles and policy conditions as on your own auto will apply, provided the following conditions are met:
      i) You must properly register all of your autos in Saskatchewan.
      ii) You must register your autos only in your own name.
      iii) You must have no other coverage on your auto other than licence insurance.
      iv) You must not be an auto dealer.
      v) All of your autos must be insured on an Auto Pak Extension policy with us.
2. If your auto becomes unregistered, we will cover:
   a) The last auto which was listed under the plate number which appears on your Cover Page. Coverage applies only if the auto is in storage, provided that if a loss occurs, it was not the direct result from any use or operation.
   b) An auto that replaces the auto described in 2. a) provided you tell us within 14 days of the auto's delivery to you.
3. If your Cover Page shows your vehicle is 'Unlicensed and In Storage', we will cover the vehicle described on the Cover Page, provided that if a loss occurs, it was not the direct result from any use or operation.
4. If your Cover Page shows your snowmobile or motorcycle is 'Unlicensed', coverage applies only while the vehicle is in storage or while used or operated on private land.
5. If your Cover Page shows your tent or cabin trailer as 'Unlicensed' and indicates a value, coverage applies while it is being used for cooking, sleeping and eating. If your trailer is being towed on roadways by a licensed towing unit, the trailer must carry a valid plate or have a valid permit for coverage.

Autos You Do Not Own

We will cover the auto you own as well as one non-owned motor vehicle at the same time.

If you have Injury Payments (Part II), Damage to Your Auto (Part III), Liability (Part IV), these coverages will go with you when you use a motor vehicle you do not own with permission. They will also extend to a vehicle that you are contractually liable for while being driven by someone else, with your permission. The auto you do not own must be a similar type to the one shown on your Cover Page. For the purposes of this coverage, the intent of vehicle of "similar type" is understood to mean you can rent, use, or operate a non-owned auto for personal use of any model year of car, truck, van, SUV, and motor home up to a 1-ton truck. You can only rent, use, or operate a seasonal vehicle (trailer, motorcycle, snowmobile) if you have a comparable seasonal vehicle (trailer, motorcycle, snowmobile) on your policy already.

Trailers We Will Cover

If you have Part IV Liability coverage on your private auto, we will extend this coverage to your owned or non-owned trailer while used with your insured auto or while this trailer is in your care.

The trailer cannot be designed or used for these purposes:

a) to carry passengers.

b) for demonstration reasons.

c) to carry goods for a fee.

Autos We Will Not Cover

a) Autos owned or regularly used by you or by someone who lives in your home.

b) Autos owned, rented or leased by your employer or by the employer of someone who lives in your home.

c) If the name on the Cover Page is that of a corporation, partnership or association, the auto must not be owned, rented, leased or regularly used by an officer, employee, partner or by someone who lives in their homes.

d) Autos you use in the business of auto sales, repair, servicing, storing or parking.

e) Autos used to carry people or goods for a fee.

f) Autos used as part of a **vehicle-for-hire** service where a driver, or a person acting on a driver's behalf, has accepted a passenger fare through a transportation network and up until the moment that the trip is either cancelled or completed.

General Conditions

Two or More Autos Covered By This Policy

1. When we talk about its use, each auto is considered to be covered by a separate policy. When we talk about the use of an **auto you do not own**, the limit of our liability will not be more than the highest limit of any auto covered by this policy.
2. If you own two or more autos and have them covered under two or more policies, either with us or some other insurance company, we will only pay our share of any loss which results from the use of an **auto you do not own**. This is based on the amount of the coverage on this policy compared with the total of all coverages.
3. We will treat your auto and any attached trailer as one auto for the purposes of **Injury Payments (Part II) and Liability (Part IV).** In **Damage To Your Auto (Part III)** your auto and any attached trailer are treated separately.

Claims We Will Not Cover

There are certain claims for loss, damage, injury or death we will not cover. Most are shown in other Parts of this Booklet. But there are 7 types of claims that we will not cover which are common in all five Parts:

1. If you rent or lease your auto to someone else. Use of the auto by your employee for business reason will not be considered rented or leased.
2. If your auto or trailer is carrying explosives.
3. If your auto is used to carry passengers for a fee. But there are seven exceptions to this:
   a) A private car pool where members take turns using their autos, or where members share in the driving expenses.
   b) When you drive people to or from their business or school, while also driving yourself to your own business or school.
   c) When you drive children, their teachers or other people to or from school, or when you drive them to or from any educational event or medical appointment.
   d) When you drive people for religious or voluntary service organizations reasons.
   e) When you drive your co-workers for your employer's business reasons.
   f) When you drive your own employees.
   g) When you drive your clients, future clients or customers.

4. If the loss, damage, injury or death happens to garage personnel using or working on your auto, or if they are found to be legally liable to someone else for injury, death or property damage due to their use of or work on your auto. Part III will still cover you for loss of or damage to your auto. And if you are found to be legally liable to someone else, Part IV will cover you.

   By "garage personnel", we mean people in the business of auto sales, repair, servicing, storing or parking.

5. If the loss, damage, injury or death is caused by war or war-like acts. But we will still give you the Liability coverage shown in Part IV.

6. If injury or death happens to people who are occupants of your auto and who know it is being used without your permission. You are still covered for loss of or damage to your auto.

7. If the loss, damage, injury, or death happens while your auto is used as part of a **vehicle-for-hire** service where a driver, or a person acting on a driver's behalf, has accepted a passenger fare through a transportation network and up until the moment that the trip is either cancelled or completed.

If we give you permission to do certain things (i.e., renting your auto to someone else), the coverage will be shown on your Cover Page.

Part II – Injury Payments

Your Cover Page will show if you have this coverage. We will cover you if an auto accident causes bodily injury or death. This coverage adds to that given by your licence insurance. We will limit the amount we pay for any occurrence under this Part to the lesser of:

i) The amount shown on your Cover Page for Part IV – Liability, or

ii) $2,000,000.

I. Definitions for Part II

You or **Your**

1. The name or names shown on your Cover Page. And we will cover any other person who is an occupant of your auto. But that person must also be covered by licence insurance.
2. If this policy is in the name of a person, we will cover these people while they are occupants of "autos you do not own", as defined on page 2:
   a) You.
   b) Your spouse, as defined in *The Automobile Accident Insurance Act*, if residing in the same premises as you.
   c) Any other person who is an occupant of an auto you are using but do not own. But that person must also be covered by licence insurance.
3. You, your spouse if residing in the same premises as you, and other relatives who are Saskatchewan residents and live in your care. These people are covered if they are hit by a motor vehicle. But there are three exceptions to this:
   1) They must not be occupants of a motor vehicle or rolling stock that runs on rails.
   2) They must not have been hit while working at their jobs of motor vehicle sales, repair, servicing, storing or parking.
   3) The motor vehicle which hit them must not be rented by their employer or by the employer of someone who lives in their home.

Net Income

We will use the same formula as your licence insurance to calculate your net income.

II. Coverages Under Part II

Income Replacement

When Part VIII – Personal Injury Benefits of the licence insurance pays you an income replacement benefit while you are totally or partially disabled, we will pay additional amounts required to cover your loss of net income.

Your loss of net income must exceed the coverage provided under your licence insurance before we will pay. We will not pay for any loss of net income for the first seven days from the date of the accident.

Example: Licence insurance calculates your loss of net income to be $400 per week. You will be paid 90% of this amount under your licence insurance.

Your licence insurance pays you $360 per week.

We would pay you $40 per week.

If you have other plans or policies that pay you benefits due to your being disabled, we will pay only when you have used the total coverage provided by all other plans or policies including licence insurance.

Indemnity Benefits

When Part II – Bodily Injury Benefits of the licence insurance pays you a weekly indemnity benefit, we will pay an additional 25% of that amount.

Death Benefits

When Part VIII – Personal Injury Benefits of your licence insurance makes a death benefit payment to the surviving spouse, we will pay any additional amount required to bring coverage up to 50% of the net income loss.

In certain circumstances, your Part VIII licence insurance will pay benefits to a dependent child on the same basis as they would to a surviving spouse. When this happens, we will pay any additional amount required to bring coverage up to 50% of the net income loss.

We will only pay if the net income loss is greater than the coverage provided under your licence insurance or from other coverage you may have.

These amounts are based on the deceased's net income.

When Part II – Bodily Injury Benefits of the licence insurance makes a death benefit payment to the surviving spouse, we will pay an amount of the deceased's net income to bring coverage up to 50% of the licence insurance, subject to the maximum annual insurable income amount set out in *The Automobile Accident Insurance (Injury) Regulations*.

In certain circumstances (no surviving spouse with dependent children), your Part II licence insurance will pay benefits to a dependent child on the same basis as they would to a surviving spouse. When this happens, we will pay any additional amount required to bring coverage up to 50% of the net income loss under the licence insurance. We will pay until the dependant is 21 years old.

When your licence insurance makes a death benefit payment to the surviving spouse for children who are dependants of the surviving spouse and who were dependants of the deceased, we will pay any additional amount required to cover up to 5% of your net income. We will pay until the dependant is 21 years old.

Education Benefits

When Part VIII – Personal Injury Benefits of your licence insurance makes a payment for educational benefits to a surviving spouse, we will pay up to an additional 50% of that amount.

We will only pay when you have used all educational benefits available to you under your licence insurance or from any other plan or coverage you may have.

We will only pay for actual and reasonable costs incurred for the education of the surviving spouse.

Funeral Expenses

When your licence insurance makes a payment for funeral expenses, we will pay up to an additional 50% of that amount.

We will only pay when you have used all of your funeral expense payments coverage from your licence insurance or from any other plan or coverage you may have.

We will only pay for actual and reasonable costs incurred by the deceased victim's estate for the deceased victim's funeral..

III. Losses We Will Not Cover

There are eight cases where we will not make payments under Part II:

1. If the injury or death is deliberate, or caused by suicide or attempted suicide with a motor vehicle whether competent or incompetent.
2. If the injury or death is caused by sickness. But you are covered if the sickness was caused by the accident.
3. If the people hurt or killed were the occupants of an auto used for any unlawful trade or transportation.
4. If the auto is being used in a race or speed test.
5. If the injury or death is caused by radioactive material. The only exceptions to this are shown in *The Saskatchewan Insurance Act*.
6. If you are entitled to receive benefits from a Workers' Compensation law or plan, these amounts will not be covered under Part II, but additional income replacement amounts not covered by Workers' Compensation will be considered.
7. If you are driving while impaired by alcohol or drugs or exceeding the legal blood alcohol limit at the time of the accident, or if you refuse to comply with a lawful demand to provide a breath sample. Conviction under the Criminal Code of Canada for such offences is deemed conclusive proof.
8. If the people hurt or killed were occupants of a motorcycle or snowmobile.

IV. Settling a Claim

1. Notice and Proof of Loss

You must tell us in writing of any loss. You must do this within 30 days of the accident. This must be done in person or by registered mail. You may have someone else give us the notice if you are not able to do it yourself.

Within 90 days of the accident, you must give us reasonable proof of your claim. If we ask, you must give us a physician's statement about your injuries and the length of any disability.

2. Medical Reports

You must agree to be checked by a physician of our choice when we ask. In case of death we can have the body examined. We will do this within the limits of the law.

3. Release

We may have a person who is to be paid, sign a release. This will free you and us from any further payments to that person.

4. When Claims Will be Paid

a) We will make any valid payments under this Part within 60 days after we get proof of the claim.

b) Someone who makes a claim may not take legal action to force us to pay until these two conditions are met:

   1) The conditions in **Notice and Proof of Loss** and **Medical Reports** are followed.

   2) The amount of the loss has been set.

Any legal action against us must start within two years of the date on which there is cause for such action.

Part III – Damage to Your Auto

Your Cover Page will show if you have this coverage and the amount of your deductible. We will cover you for accidental damage to your auto and its equipment.

What "You" or "Your" Means in Part III

1. The name or names shown on your Cover Page.
2. You, your spouse, and your children in your care, while driving 'Autos You Do Not Own' as defined on page 2. The same deductibles as on your own auto will apply. The same policy conditions will apply.

Coverage

ALL PERILS covers your auto from all direct and accidental losses. You will not have protection for Road Hazard Glass unless it is shown on your Cover Page.

COLLISION OR UPSET covers your auto if it hits, or is hit, by another object or the ground, or your auto rolls over. But you will not have protection for Road Hazard Glass unless it is shown on your Cover Page.

COMPREHENSIVE covers your auto from loss, other than by collision or upset. But you will not have protection for Road Hazard Glass unless it is shown on your Cover Page. The COMPREHENSIVE coverage includes malicious acts and vandalism. Those perils listed under SPECIFIED PERILS are also examples of some of the types of losses covered here.

SPECIFIED PERILS covers your auto for any loss caused by:

1. Fire.
2. Lightning.
3. Theft or attempted theft.
4. Windstorm or hail.
5. Earthquake.
6. Explosion (we do not cover damage caused by explosion that happens in the combustion chamber).
7. Riot or civil unrest.
8. Falling or forced landing of aircraft or parts of aircraft.
9. Rising water.
10. Stranding, sinking, burning, derailment or collision of a vehicle in or upon which your auto is being transported on land or water.

Deductible

A deductible is used for most losses. The deductible amount is shown on your Cover Page. We will subtract this amount from the total amount of your claim. We will then pay up to your licence insurance deductible. If your licence insurance does not cover you, or you do not have licence insurance, we will pay up to the **actual cash value** of your auto.

Only one deductible will be applied when two or more of your vehicles or other property that we insure are damaged in one loss, or your loss is the result of several insured perils occurring at the same time. Even though more than one of your SGI CANADA policies are involved, only the single highest deductible will be applied.

If your auto has coverage for ALL PERILS, COMPREHENSIVE or SPECIFIED PERILS, we will not subtract the deductible from the total amount of your claim in the following two cases:

1. Fire or Lightning.
2. Theft of the entire auto.

If your auto has coverage under Liability (Part IV), Injury Payments (Part II), **and** Damage to Your Auto (Part III – "All Perils" or "Collision or Upset &

Comprehensive") we will not subtract the deductible from the total amount of your claim if direct damage to your auto has been caused by hitting or is hit by an animal or bird.

If your Motorcycle or Snowmobile has coverage under Liability (Part IV), and Damage to Your Auto (Part III – "All Perils" or "Collision or Upset & Comprehensive"), we will not subtract the deductible from the total amount of your claim if direct damage to your motorcycle or snowmobile has been caused by hitting or is hit by an animal or bird.

Road Hazard Glass

Your Cover Page will show if you have this coverage and the deductible amount that will apply. We will pay for glass that encloses the passenger compartment of the auto, that has been broken by an object that was thrown up or fell from another vehicle.

If the glass breakage happened because of some other cause for which you are covered, the deductible applying to that type of loss will be used.

Replacement or Repair Cost

Your Cover Page will show if you have this coverage.

It will cover the auto registered to the plate number shown on your Cover Page, provided it is the same as the one described in your request for this coverage.

REMEMBER: Any auto accessories added after the purchase of the auto must be added to the policy within 120 days of purchase. If you have a claim, it will make things easier if you can give us a copy of your purchase order. So keep those papers in a safe place.

Replacement or Repair Cost provides coverage for 60 months from the date you took delivery of the auto. If the loss or damage happens within the first 24 months from the date you took delivery of the auto, we will cover you against all the losses for which your auto is covered. But, if the loss or damage happens after the first 24 months, we will not provide Replacement or Repair Cost coverage against fire, theft, vandalism, malicious mischief or water damage.

To settle a loss:

1. If we decide to repair your auto, we will be responsible only for the damage which was caused by the loss, this includes any wear and tear (depreciation) charged on original or new manufacturer's parts.
2. If you own the auto and we decide your auto is a total loss under your licence insurance, you can choose one of the two following settlement options:
   a) replace your auto with a brand new auto of the SAME MAKE, MODEL AND YEAR, with similar equipment and trim level (colour may vary). If the same model year is not available, we will replace your vehicle with the next model year up available; or
   b) take a cash settlement subject to the following provisions:
      i) If the loss or damage happens within the first 12 months from the date you took delivery of the auto, we will pay the original purchase price (see Condition 4) and applicable taxes.
      ii) If the loss or damage happens within 13 to 24 months inclusive, from the date you took delivery of the auto, we will pay the original purchase price (see Condition 4) and applicable taxes plus an additional 2% of the original purchase price for inflation.
      iii) If the loss or damage happens within 25 to 36 months from the date you took delivery of the auto, we will pay the original purchase price (see Condition 4) and applicable taxes plus an additional 4% of the original purchase price for inflation.
      iv) If the loss or damage happens within 37 to 48 months from the date you took delivery of the auto, we will pay the original purchase price (see Condition 4) and applicable taxes plus an additional 6% of the original purchase price for inflation.

v) If the loss or damage happens within 49 to 60 months from the date you took delivery of the auto, we will pay the original purchase price (see Condition 4) and applicable taxes plus an additional 8% of the original purchase price for inflation.

3. If your auto is leased and we decide your auto is a total loss under your licence insurance, we will pay you up to the original purchase price of the auto as shown on your lease agreement.

Conditions

1. Your auto must have been continuously insured for Replacement or Repair Cost coverage with us, or some other insurance company. You must have the coverage added within 120 days after the date you took delivery and coverage will be effective from the date it was added. Coverage shall not exceed 60 months after that delivery date.

   The auto must have been:

   a) bought new; or

   b) leased new; or

   c) owned and used as a demonstrator by an auto dealership. You must have bought or leased the auto within 12 months of the date the dealer first put it into service as a demonstrator and the auto must not have mileage in excess of 10,000 kms at the date of purchase.

2. It is up to us to decide if the auto is to be repaired or considered a total loss.

3. You must supply us with proof that the auto is being repaired, or if your auto is a total loss and you chose settlement option 2 a), proof that the auto has been replaced, before payment can be made.

4. If you chose settlement option 2 b), it is up to us to confirm the purchase price at the time of claim. This may differ from the purchase price that was determined at the time the coverage was purchased.

5. If you decide not to accept our offer to repair your auto, we will pay only what we would have paid had this Replacement or Repair Cost coverage not been bought.

6. Whether we are repairing or replacing the auto, we will not pay those amounts which would have been paid by your licence insurance had this coverage not been bought.

7. Equipment or auto accessories, including protection packages, installed by the dealer before delivery of the auto will also be covered with proof of purchase.

8. New auto accessories added after you purchased the auto are covered but they must have been added to the auto and the policy within 120 days of the date you took delivery of the auto.

9. Replacement or Repair Cost coverage is not available on new permanently attached equipment, machinery or apparatus that changes the use of or functionality of the auto with the exception of equipment designed for the purpose of personal travel and transportation. Replacement or Repair Cost coverage will still apply to the auto shown on the bill of sale.

10. If you have a $50, $100 or $200 deductible, we will not subtract the deductible from the amount of your claim for Paintless Dent repairs, provided the damage is not over $150.

11. If your auto is a total loss, we will waive the deductible.

12. You will be responsible for any previous unrepaired damage.

13. You are responsible for losses related to any loan balances from previous vehicles, life/disability insurance, service contracts or warranties.

14. If your auto has previously been deemed a total loss, it is no longer eligible for Replacement or Repair Cost coverage.

Loss of Use

Your Cover Page will show if you have this coverage and the Amount of Protection you have.

Coverage provides for the payment of actual transportation costs you incur as a result of your auto being stolen or damaged. These may include the rental of a substitute automobile of similar type, taxicab fares, or fares from any other public means of transportation. For the purposes of this coverage, the intent of vehicle of "similar type" is understood to mean vehicles of a comparable model as the listed insured vehicle that was involved in the loss. If a comparable model is not available, it is up to the Insurers discretion as to the type of model.

The loss or damage must be due to a cause of loss for which your auto is covered.

Coverage under this feature can be applied to cover "downtime" charges for a non-owned auto which is covered by this policy. Coverage is limited to the maximum Amount of Protection as shown on your Cover Page.

Payment starts after you tell us about the loss and we confirm coverage. It ends when one of these three things takes place:

1. Your auto is fixed.
2. Your auto is replaced.
3. 72 hours after your auto is declared a total loss by us, and we have made an offer to pay the loss.

Damage to Your Auto We Will Not Cover

We will not cover loss or damage due to these 12 causes:

1. Theft of chains or basic tools that are used to maintain or repair your auto. But we will cover this property up to a $1,000 limit if it is in or on the auto and the auto itself is stolen and your auto is covered for theft.
2. Theft by a person residing in the same dwelling premises.
3. Theft by an employee of yours who maintains or uses your auto. You are not covered even if the employee is off the job at the time.
4. Unlawful sale, theft or transfer by someone who legally has your auto through a written agreement.
5. If you give up your title or ownership of the auto. You are not covered even if you were tricked into doing it.
6. If it was caused by contamination by radioactive material or by other atmospheric contaminants. The only exceptions to this are shown in *The Saskatchewan Insurance Act.*
7. Normal things that happen to your auto. This includes such causes of loss like:
   a) Dirty upholstery.
   b) Mechanical breakdown.
   c) Rust.
   d) Normal wear.
   e) Scratching.
   f) Freezing.
   g) Loss or damage to tires.
   h) Explosion within the combustion chamber.
   i) Bubbling or flaking of paint.

   There are three exceptions where we will cover these things:

   a) If they were caused by vandalism or malicious acts and your auto has coverage for vandalism or malicious acts.
   b) If they were caused by theft or attempted theft and your auto has coverage for theft or attempted theft.
   c) If they took place at the same time as another loss for which you are covered.

8. To the auto or equipment of the auto illegally acquired, used, kept, or imported.
9. Autos seized or confiscated by the police or any other authority.
10. If they were caused by any high marking activity resulting from the use of a snowmobile.
11. Transit by a common carrier.
12. Any loss or damage to high powered snowmobiles used for racing. We will also not cover any loss or damage to snowmobiles modified with an aftermarket engine turbocharger kit which was not manufactured by the original equipment manufacturer for the snowmobile model and installed by the snowmobile dealership.

Added Coverage

1. We will cover one "slide-in" camper or topper, recreational rack or deck used with your auto. This coverage is yours at no extra cost. It is covered on or off the auto. It is covered for the same causes of loss as the auto. The same deductible applies. And only one deductible will be used for each loss.
2. We will cover equipment that is built or attached as a permanent part of your trailer. We will not cover any loss or damage to any personal or home belongings.
3. We will pay for your actual transportation costs after your auto is stolen or damage has been caused by hitting or being hit by an animal or bird.

   This means we will pay for such things as taxi, bus or auto rental costs. We will pay up to $50 per day to a total of $750 towards these actual costs. If your vehicle is stolen, payment starts after you tell us about the theft and your vehicle must have Comprehensive or Specified Perils coverage. If your vehicle has been hit by an animal or bird, payment starts when your vehicle is inoperable due to the damage or at the time it is being repaired. You must have Collision coverage. It ends when one of these 3 things takes place:

   a) Your auto is repaired.

   b) Your auto is replaced.

   c) We offer to pay for the loss or damage.
4. We will pay up to $600 for the cost of replacing your keys, including Intelligent Keys with Push Button Ignition, or rekeying your locks if your keys were stolen. We will not subtract the policy deductible from the amount of your claim. Your vehicle must have Comprehensive or Specified Perils coverage. If the amount of loss is greater than $600, the remainder of the loss is subject to the policy deductible. We do not pay for changing the ignition or lock tumblers if we can replace the key.
5. After the loss, we will pay general average, salvage and fire department costs.
6. After your loss, we will pay Canadian or U.S. Customs duty for which you are responsible.

Special Conditions

1. After we pay for your claim, we may find that someone else is legally responsible for your loss. We have the right to get our payment back from that person. We will not do this if the person was driving your auto with your permission at the time of your loss.

   But there are two exceptions to this:

   a) If the person was using your auto as part of their business of auto sales, repair servicing, storing or parking.

   b) If the person broke any condition of this policy.
2. If you are in the business of auto sales, repair or servicing, we will ask you to fix or replace your auto at your actual cost.

3. Each occurrence causing a loss is treated by itself for claims purposes.

4. We will not pay more than the actual cash value of your auto at the time of loss unless you carry Replacement or Repair Cost coverage. This is its value considering such things as its age and condition. Coverage is limited to the actual cash value or the amount of protection shown on the Cover Page, whichever is lower.

5. a) At the time of a loss your auto must be properly registered in Saskatchewan and the licence insurance must be valid, unless it is in storage or temporarily unregistered.

   b) If at the time of loss you are driving an auto defined as 'Auto You Do Not Own', if such auto is required by law to be registered in Saskatchewan, the licence insurance must be valid for coverage to apply.

   c) **Farm Trailers:** If your farm trailer becomes unregistered, we will cover the last trailer registered which was listed under the plate number which appears on your Cover Page. Coverage applies only if the trailer is in storage and has not been used or operated for the entire time it was unregistered.

   d) **Perpetual Trailers:** If your trailer described has a perpetual plate, coverage will only apply when a value is indicated on the Cover Page.

6. If *The Automobile Accident Insurance Act* limits the amount payable for any automobile insured by this policy, we shall not be liable under Part III of this policy for any amounts in excess of the limitations on coverage provided for under that Act.

   This condition does not apply to audio-visual equipment.

Part IV – Liability

Your Cover Page will show if you have this coverage. We will cover you if you are found to be legally liable to someone else for an injury, death or property damage which was due to the ownership or use of your auto. We will cover you up to the amount shown on your Cover Page. This coverage is excess to that given by your licence insurance.

What "You" or "Your" Means in Part IV

In this Part IV, "you" or "your" means:

1. The name or names shown on your Cover Page. We will cover other people who with your permission operate any part of your auto.
2. You, your spouse or your children living in your home and in your care, while driving 'Autos You Do Not Own' as defined on page 2.
3. If the name shown on the Cover Page is that of a corporation, association or partnership, the auto may be for the regular use of an officer, employee or partner and their spouses. If it is, we will cover these people when they are driving 'Autos You Do Not Own.' But if they have an auto policy of their own this will not apply.

Added Coverage

When there is a liability claim against you, we will do these six things at our expense:

1. We will pay for your reasonable costs for giving first aid to others at the time of the accident.
2. We will investigate the claim. We will defend you against law suits. We will do this even if the suit is groundless or false. We will try to settle the claim out of court if we feel this is the best thing to do.
3. We will pay for your actual loss of wages or salary, up to $50 a day, when we ask you to do something for us. For example, if we ask you to appear in court.
4. We will pay any interest which accrues after the final judgment on that part of the judgment which falls within the limits of our liability.
5. We will pay for your reasonable expenses and court costs charged against you.
6. We recognize that laws and other rules differ from place to place. Because of this we will raise your amount of coverage to meet the minimum coverage required by local law in the place where the accident took place. If necessary, we will change your coverage to meet local law in the place where the accident took place.

Liability Claims We Will Not Cover

We will not cover liability claims due to these eight causes:

1. Injury or death covered by a workers' compensation law or plan.
2. Injury or death of your employees while they are driving or fixing your auto.
3. Damage to property you own, rent or have in your care.
4. Damage to property carried on or in your auto.
5. Damage, injury or death caused by radioactive material. The only exceptions to this are shown in *The Saskatchewan Insurance Act*.
6. Damage, injury or death caused by the use of any machinery, including its equipment, which is mounted on your auto. This applies to any attached machinery which you own or use, but only while it is being operated at the site where it is used.

7. Injury or death for which protection is provided under Part VIII of *The Automobile Accident Insurance Act*.
8. Damage, injury or death arising out of any wilfully caused acts or attempts.

Special Conditions

1. Part IV can apply to more than one person. Regardless of the number of people we cover, the total amount of protection we will give for any one accident will not be more than the limit shown on your Cover Page.
2. Your auto must be properly registered in Saskatchewan at the time of the accident and the licence insurance must be valid.
3. You must let us handle your defence in any liability claim against you.
4. The law can require us to pay a liability claim even if this policy did not provide protection. If this is the case, you must repay us.

Part V – Family Security

We agree to give the protection under the provisions of the Part V if your Cover Page shows you have this coverage and all premiums have been paid and the conditions have been followed as required by this policy.

I. Definitions for Part V

You or **Your**

1. "You" or "your" means the person or persons named on your Cover Page. We also mean **Your Spouse** if living with **You** and any **Relative in Your Care**.

   We will provide coverage only while:

   a) **You** are the occupant of the **Auto** covered by this policy.

   b) **You** are the occupant of another **Auto**, but we will not cover the person or persons who own or register this other **Auto**. Also we will not cover the person who leases this other **Auto** for more than 30 days.

   c) **You** are not an occupant of a **Motor Vehicle** and are hit by a **Motor Vehicle**.

2. If the name on your Cover Page is that of a corporation, association or partnership, we mean the officer, employee or partner who is assigned the **Auto** covered on this policy solely for this individual's own use. We also mean **Your Spouse** if living with **You** and any **Relative in Your Care**.

   We will provide coverage only while:

   a) **You** are an occupant of the **Auto** covered by this policy.

   b) **You** are an occupant of another **Auto**, but we will not cover the person or persons who own or register this other **Auto**. Also we will not cover the person who leases this other **Auto** for more than 30 days.

      However, we will extend coverage if this other **Auto** is owned or registered by the corporation, association or partnership named on your Cover Page but only if Family Security coverage is in force on that other **Auto**.

   c) **You** are not an occupant of a **Motor Vehicle** and are hit by a **Motor Vehicle**.

3. If the name on your Cover Page is that of a corporation, association or partnership, we mean the officer, employee or partner who regularly uses the **Auto** covered on this policy. We also mean **Your Spouse** if living with **You** and any **Relative in Your Care**.

   We will provide coverage only while **You** are an occupant of the **Auto** covered by this policy.

Person(s) Entitled to Claim

Means **You** if **You** have suffered bodily injury. It also means anyone who, under Saskatchewan law, would have the right to bring an action against the **Underinsured Motorist**, if the accident had happened in Saskatchewan, for damages because of bodily injury to **You** or **Your** death.

Limit of Family Security Protection

Is the aggregate limit shown on your Cover Page for **Family Security**. If a policy condition is breached and the Part IV limit of this policy is reduced to the minimum limits of the jurisdiction where the accident took place then the **Limit of Family Security Protection** will also be reduced to that same limit.

Motor Vehicle

A motor-driven land vehicle for which **Motor Vehicle** liability insurance would be required in Saskatchewan.

Auto

A **Motor Vehicle** that is one of the following types: private passenger car, private van, private truck, motorhome, private SUV, private power unit or farm truck.

Limit of Motor Vehicle Liability Insurance

Is the liability coverage on a **Motor Vehicle** liability policy, or any bonds, cash deposits or other financial guarantees which the law requires instead of such insurance. Any **Limit of Motor Vehicle Liability Insurance** on any policy is the amount shown on that policy even if those amounts have been reduced by the payment of any claims. But if a policy condition is breached and the liability coverage on a **Motor Vehicle** liability policy is reduced to the statutory minimum limits of the jurisdiction where the accident took place, then that minimum limit will be the **Limit of Motor Vehicle Liability Insurance**.

Relative in Your Care

Is a person who is primarily dependent on **You** or **Your Spouse** for financial support. This person must be:

a) less than 18 years of age and living with **You** or in full time attendance at a school; or

b) 18 years of age or older and be in **Your** care because of physical or mental handicap; or

c) 18 years of age or older and in full time attendance at a school; or

d) **Your** parent or relative living with **You**.

Spouse

The **Spouse** of the person(s) named on the Cover Page. Spouse also means either of two persons of the same or opposite sex who have been continuously living together for two years in a conjugal relationship outside marriage, or one year if they are the natural or adoptive parents of a child.

Uninsured Motor Vehicle

"Uninsured motor vehicle" means that neither the owner nor the driver of the vehicle has a motor vehicle liability policy. But it does not mean these five kinds of motor vehicles:

1. Those owned by you.
2. Those owned by someone who lives with you.
3. Those owned by a government agency in Canada or the U.S.
4. Those owned by people or companies who are legal "self insurers."
5. Those owned by people or companies who have given legal proof of their financial responsibility.

Underinsured Motorist

This term means:

a) the known owner or known driver of a **Motor Vehicle** where the combined **Limit of Motor Vehicle Liability Insurance** for the owner and driver is less than the **Limit of Family Security Protection**, or

b) the known owner or known driver of an **Uninsured Motor Vehicle**.

This term **does not include** an owner or driver whose identity can not be established.

For the purpose of this definition and for the purpose of determining our maximum liability under *II. Limit of Coverage Under Part V*, when **Persons Entitled to Claim** are entitled to recover damages from an **Underinsured Motorist**, and the owner or driver of any other **Motor Vehicle**, the **Limit of Motor Vehicle Liability Insurance** shall be the total of all **Limits of Motor Vehicle Liability Insurance** available.

For the purpose of this definition and for the purpose of determining our maximum liability under *II. Limit of Coverage Under Part V*, when **Persons Entitled to Claim** are entitled to recover damages from a known owner or known driver of an **Uninsured Motor Vehicle** any uninsured motorist coverage or unsatisfied judgment fund available to **Persons Entitled to Claim** shall be considered to be a policy of **Motor Vehicle Liability Insurance** and the maximum amount payable under the coverage or by the fund shall be considered to be the **Limit of Motor Vehicle Liability Insurance**.

Family Security

Refers to the coverage provided under this Part V and any similar type of protections under any insurance plan or contract.

II. Limit of Coverage Under Part V

1. Our maximum liability under this Part for any one occurrence, regardless of the number of claims which arise from the occurrence, is the amount by which the **Limit of Family Security Protection** exceeds the total of all **Limits of Motor Vehicle Liability Insurance** of the **Underinsured Motorist** and all **Limits of Motor Vehicle Liability Insurance** of any jointly liable person. If the total value of the claims of all **Persons Entitled to Claim**, exceeds our maximum liability under this part, the payment to each of the **Persons Entitled to Claim** will be reduced so that the total amount that we pay does not exceed our maximum liability under this Part.
2. If coverage under this Part applies as "excess" then our maximum liability will be the amount determined in #1 above less any amounts available to the **Persons Entitled to Claim** under any "first loss insurance," referred to in *V. Special Conditions #1.*

III. Payments per Person Entitled to Claim

1. The amounts to be paid to the **Persons Entitled to Claim** under this Part are found by determining the amount of damage each person is legally entitled to recover from the **Underinsured Motorist** and subtracting from each person's entitlement the amounts they could receive from the sources referred to in #2 below. However, in no event shall the total of all payments to all **Persons Entitled to Claim** exceed our maximum liability referred to in *II. Limit of Coverage Under Part V #1.*
2. Payments under this Part are in excess of the amounts listed in b) below, and a **Person Entitled to Claim** may claim only those amounts that are in excess of:
   a) the amount a **Person Entitled to Claim** has actually recovered, not counting money received under a policy of Life Insurance because of death.
   b) the amounts of a **Person Entitled to Claim** is entitled to recover, whether such entitlements is pursued or not, from:
      i) the Insurers of the **Underinsured Motorist** and from bonds, cash deposits or other financial guarantees of the **Underinsured Motorist**,
      ii) the Insurers of any person jointly liable with the **Underinsured Motorist** for damages **You** sustained,

iii) the Societe de L'Assurance Automobile du Quebec, the Ontario Motorist Protection Plan, the Personal Injury Protection Plan (Manitoba), the Bodily Injury Benefits or Bodily Injury Benefits (No Fault) (Saskatchewan) or any similar plan,

iv) any unsatisfied judgment fund of similar plan,

v) any uninsured motorist coverage of any **Motor Vehicle** liability policy,

vi) any **Motor Vehicle** accident benefits plan in the place where the accident took place,

vii) any policy of insurance that provides disability, loss of income, medical or rehabilitation benefits,

viii) any policy of insurance, other than Life Insurance, that provides death benefits,

ix) any *Workers' Compensation Act* or similar law applicable to the injury or death which occurred,

x) any medical, surgical, dental or hospitalization plan or law,

xi) any other **Family Security** coverage on a **Motor Vehicle** liability policy.

3. If there is more than one **Person Entitled to Claim** under this Part and the total of their claims exceeds the maximum liability determined under *II. Limit of Coverage Under Part V*, we will pay each **Person Entitled to Claim** a *pro rata* portion of our maximum liability.

   If a **Person Entitled to Claim** gives actual notice of a claim after a payment has already been made to **Persons Entitled to Claim** under this Part, then the maximum liability, determined under *II. Limit of Coverage Under Part V*, shall be reduced by the amounts paid to the prior claimants.

IV. How to Determine the Amount a Person Entitled to Claim Recovers

1. For Accidents occurring in Saskatchewan:

   a) When we agree that the total amount of the claims will result in payments under this Part V we will meet with the **Person Entitled to Claim** to decide what the amount of the payment should be.

      If both of us cannot agree on the amount of the payment, such amount shall be determined by arbitration. The **Person Entitled to Claim** will choose an arbitrator and we will choose an arbitrator. The two arbitrators will choose an umpire. The provisions of *The Arbitration Act* (Saskatchewan) shall apply to the arbitration.

   b) When we do not agree that the total amount of the claims will result in payments under this Part V either because of the issue of liability for the accident giving rise to the claims or because of the issue of the damages resulting from the accident, or both said issues, these issues or either one of them, shall be resolved in a court action in Saskatchewan by the alleged **Person Entitled to Claim** against the alleged **Underinsured Motorist** and any other alleged responsible parties.

      Subject to any right of appeal, we and the **Person Entitled to Claim** will be bound by the Court's decision.

      If requested by us the **Person Entitled to Claim** will join us as a party to the action.

2. For Accidents occurring outside Saskatchewan:

   a) The **Person Entitled to Claim** shall bring an action to judgment against the alleged **Underinsured Motorist** and any other alleged responsible parties. We will be bound by the Court's decision on liability but we will not be bound by the Court's decision on the amount of damages the **Person Entitled to Claim** is found legally entitled to recover from the alleged **Underinsured Motorist** and any other alleged responsible parties.

If, before court action or judgment, the **Person Entitled to Claim** receives a settlement offer from the alleged **Underinsured Motorist** and/or any other alleged responsible parties, the **Person Entitled to Claim** may, upon conveying the settlement offer and all terms thereof to us and receiving our consent in writing, accept the settlement offer.

b) Once the **Person Entitled to Claim** has concluded a settlement or obtained judgment against the **Underinsured Motorist** or any other responsible parties, we will meet to decide whether any amount is payable under the Part V and if so what the amount of the payment should be.

If both of us cannot agree whether any amount is payable under this Part V or what the amount of the payment should be then either or both of these issues shall be determined by arbitration. The **Person Entitled to Claim** will choose an arbitrator and we will choose an arbitrator. The two arbitrators will choose an umpire.

The provisions of *The Arbitration Act* of Saskatchewan, as amended from time to time, shall apply to the arbitration and the arbitration shall take place in Saskatchewan.

The laws of Saskatchewan shall determine the appropriate dollar amount of compensation payable by us for the loss of a **Person Entitled to Claim**.

3. The amounts legally entitled to be recovered by a **Person Entitled to Claim** shall not include:

a) Any amounts for any pre-judgment interest.

b) Any amounts for punitive, exemplary, aggravated or other non-compensatory damages caused by the conduct of the **Underinsured Motorist** or any other person who is jointly liable.

c) Any amount for any costs if the **Underinsured Motorist** is insured.

V. Special Conditions

1. If a **Person Entitled to Claim** has the right to recover damages under the **Family Security** coverage of more than one policy and;

a) **You** are an occupant of an **Auto**, then the protection on the **Auto** in which **You** are an occupant is "first loss insurance" and any other such protection would be "excess," or

b) **You** are not an occupant of a **Motor Vehicle**, then the protection on any policy in **Your** name is "first loss insurance" and any other such protection would be "excess."

By "first loss insurance" we mean a coverage which must be used up before any "excess" insurance monies can be paid out.

All "first loss insurance" for all **Family Security** coverages shall be paid on a *pro rata* basis. In no event will the aggregate pay out be more than the highest limit on any one of the "first loss insurance" **Family Security** coverages.

Also all "excess" **Family Security** coverages will be paid on a *pro rata* basis. In no event will the aggregate pay out be more than the highest limit set out in *II. Limit of Coverage Under Part V #2* of any one of the "excess" **Family Security** coverages.

2. Some states and provinces have laws that bar the rights to sue for bodily injury or death in a **Motor Vehicle** accident. Part V does not apply where such laws are in force.

3. If payment has been made under this Part, we assume the rights of a **Person Entitled to Claim** to take any action, in their name, against the **Underinsured Motorist** or any of the sources listed in *III. Payments per Person Entitled to Claim #2.*

4. When a payment is made under Part V the person receiving the payment assigns all right of action to us and agrees to cooperate in any actions we may take.

VI. When a Claim is Made Under Part V

1. Before we become liable, a **Person Entitled to Claim** must satisfy all of the following:
   a) tell us promptly, in writing, of any loss involving **Your** injury or death and give an account of the claim. This notice should include all available particulars about the insurance of the alleged responsible party and the details of the loss.
   b) tell us of all policies which may provide coverage to the **Persons Entitled to Claim**.
   c) submit to examination under oath and produce all related documents in their possession or control that relate to the claim. This applies to **You** as well. We will make all requests in a reasonable time.
2. **Persons Entitled to Claim** must deliver to us, in person or by registered mail, a copy of any Statement of Claim or other documents commencing action against the responsible party.
3. Any claim against us must be made within 24 months from the date when the **Persons Entitled to Claim** or their representative(s) should have known that the value of all the claims would exceed the statutory minimum limits of the place where the accident happened.

Non-owned Driver Coverage

Your Cover Page will show if you have this coverage.This coverage causes the meaning of "you" and "your" to change throughout the entire policy. These terms now mean only the person(s) whose name is shown on the Cover Page or any other person specifically identified on the Cover Page.

The term of this coverage will be shown on your Cover Page. All coverages, conditions and exclusions are the same as shown in other parts of this booklet except:

Part II – Injury Payments

Coverage applies only when you are an occupant of an auto which is not owned by you or licensed in your name. Coverage will follow on the basis of Part II – Bodily Injury Benefits or Part VIII – Personal Injury Benefits (No Fault). This is determined by your licence insurance coverage.

Part III – Damage to Your Auto

Any reference to "your" auto, in other parts of this booklet, now means an auto which is being used by you with the permission of its owner. **This auto cannot be owned by or licensed in your name or by anyone who lives in your home.**

We will cover you or your spouse when you are found legally liable, or you have signed an agreement to be responsible for, the direct physical loss or damage to an auto in your care and is being used by you with the permission of its owner.

Not more than one auto can be considered to be in your care or the care of your spouse at any one time.

Part IV – Liability

This coverage will apply only when you or your spouse are an occupant of an auto which is not owned by you or licensed in your name.

Part V – Family Security

This coverage applies as part of the Non-owned Driver Coverage.

Endorsements

Your Cover Page will show if an endorsement applies.

1. Vehicle Restoration Coverage

We will cover the auto described on the Cover Page while in storage, as well as providing permission for restoration purposes. Coverage will only apply:

1. While the auto is stored in a secured and enclosed building.
2. If moved temporarily to another location for restoration purposes, while the auto is stored there in a secured and enclosed building.
3. During transportation for restoration purposes, so long as the auto is transported upon another conveyance or driven under its own power. If driven under its own power, it is required to have license insurance coverage.

The amount payable for any loss or damage on the vehicle covered by this endorsement will be the lesser of:

1. Actual Cash Value of the vehicle at the time work commenced, plus any actual cost of replacement parts and labour costs by others, or
2. Actual Cash Value of the completed vehicle, or
3. Actual Cash Value of the vehicle, up to the amount of protection shown on the Cover Page.

2. Snowmobile – Seasonal Rating

Seasonal rating applies to Part IV Liability coverage and Part III Collision or Upset coverage of your snowmobile(s). If you:

– add, modify or delete these coverages, or

– add, modify or delete your snowmobile(s), or

– cancel your policy,

the Liability and Collision or Upset coverage premium will be calculated as indicated below, based on the dates the coverage is in force, subject to the minimum retained policy premium:

a) 25% of the yearly premium for each of the following months: December, January and February. If coverage only applies for part of the month, the 25% is pro rated based on the number of days coverage is in force for that month.

b) 15% of the yearly premium for March. If coverage only applies for part of the month, the 15% is pro rated based on the number of days coverage is in force.

c) 10% of the yearly premium for November. If coverage only applies for part of the month, the 10% is pro rated based on the number of days coverage is in force.

d) 0% of the yearly premium for April, May, June, July, August, September and October.

3. Motorcycle – Underage Driver

If you give express permission, your auto may be used by someone under the age of 16. But you must not allow anyone under 12 years of age to use your auto.

The age limitation under Statutory Condition 2.(2)b.2. is waived.

This endorsement applies only to those autos of not more than 50 cc's.

4. Permission to Rent Or Lease (Long Term – Over 30 Days)

We agree that the auto may be rented or leased to the person named on the Cover Page as the Lessee. We will give the Lessee the same protection we would give you. But in no way will our liability be increased.

The following changes will also apply:

a) If the auto is of a type similar to a private passenger car, private van, private truck, motorhome or farm truck coverage will be provided or restricted for the long-term leased auto in the same manner as it is provided or restricted to these types of autos.

b) We must receive proper notice from the Lessee or you if they receive an auto from you to replace the one shown in the application. See **Autos You Own**.

c) The "you" or "your" in **Autos You Do Not Own** and **Trailers We Will Cover** now means the Lessee.

d) Under **Injury Payments (Part II)** the "you" and "your" used refers to the Lessee and not to you.

e) Exclusion #3 in **Liability (Part IV)** will now read:

   3. Loss or damage to any property which is owned, or rented or in the care of the Lessee or anyone who drives the auto.

f) Under **Family Security (Part V)** when referring to the name shown on the Cover Page we mean the Lessee and not you.

If you or the Lessee misrepresents any facts on the application or knowingly makes any false statements on a claim, the party doing this forfeits all rights of recovery and the claim will be considered invalid.

5. Excluded Named Person

We will not give coverage under **Damage To Your Auto (Part III)** or under **Liability (Part IV)** while your auto is being driven by the person named on your Cover Page as the **Person We Will Not Cover**.

6. Race Car/Truck

We will only cover you under **Damage To Your Auto (Part III)** and **Liability (Part IV)** while your auto is in transit to or from a competition site. We will also cover your auto if it is stored. But we will not cover your auto while it is stored at the competition site.

7. Snowmobile – Underage Driver

If you give express permission your auto may be used by someone under the age of 16, however you must not allow anyone under 12 years of age to use your auto. And your snowmobile cannot have an engine capacity greater than 550 cc. If *The Snowmobile Act* says your auto must be licensed then anyone who uses your auto must follow the rules set out in that Act.

The age limitation under Statutory Condition 2.(2)b.2. is waived.

8. Stated Value

The value shown on your Cover Page is the value we will use when we settle your claim under **Damage to Your Auto (Part III)**. But we will not pay those amounts which would have been paid by your licence insurance had this endorsement not been added to your policy. The annual mileage must not exceed 8,065 kms or 5,000 miles. After market stereo equipment will be subject to Actual Cash Value.

9. Journey Coverage

Your Cover Page will show if you have this coverage.

This coverage will be in effect for 30 consecutive days beginning on the effective date shown on your Cover Page. This coverage will expire on the date shown on your Cover Page or the cancellation of this policy, whichever comes first.

The limit of protection will be indicated below in each section of coverage that applies.

All coverage definitions, conditions, and exclusions contained in this booklet apply to this coverage.

Autos You Do Not Own
We will cover the auto you own as well as one non-owned auto you use with permission at the same time.

If you have **Injury Payments (Part II), Damage to Your Auto (Part III), Liability (Part IV)**, these coverages will go with you when you use an auto you do not own with permission. They will also extend to a vehicle that you are contractually liable for while being driven by someone else, with your permission. The auto you do not own must be a similar type to the one shown on your Cover Page. For the purposes of this coverage, the intent of vehicle of "similar type" is understood to mean you can rent, use, or operate a non-owned auto for personal use of any model year of car, truck, van, SUV, and motor home up to a 1-ton truck. You can only rent, use, or operate a seasonal vehicle (trailer, motorcycle, snowmobile) if you have a comparable seasonal vehicle (trailer, motorcycle, snowmobile) on your policy already.

Part II – Injury Payments – Limits as per booklet
Coverage will follow on the basis of Part II – Bodily Injury Benefits or Part VIII – Personal Injury Benefits (No Fault). This is determined by your licence insurance coverage.

Part III – Loss of Use – $2,000 Amount of Protection
This coverage will apply as defined in the policy booklet.

Part IV – Liability – $5,000,000 Amount of Protection
We will cover you if you are found to be legally liable to someone else for an injury, death or property damage which was due to the ownership or use of your auto. We will cover you up to the amount shown on your Cover Page. This coverage is excess to that given by your licence insurance.

Part V – Family Security – Aggregate Limit: $2,000,000
We agree to give the protection under the provisions of the Part V if your Cover Page shows you have this coverage and all premiums have been paid and all the conditions have been fulfilled as required by this policy.

Statutory Conditions

These statutory conditions are part of our policy. In the following, you are called the "Insured." We are called the "Insurer." Statutory Conditions 2, 3, 4, 5, 6 and 7 do not apply to Injury Payments.

1. Material Change in Risk

(1) The Insured named in this contract shall promptly notify the Insurer or its local agent in writing of any change in the risk material to the contract and within his 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 and Insolvency Act* (Canada); and is respect of insurance against loss 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 thereof.

2. Prohibited Use By Insured

(1) The Insured shall 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; or

b. unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or

c. while he is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he 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

d. for any illicit or prohibited trade or transportation; or

e. in any race or speed test.

(2) The Insured shall 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; or

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 sixteen years or under such other age as is prescribed by the law of the province in which he 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

c. for any illicit or prohibited trade or transportation; or

d. in any race or speed test.

2.1 Qualified or Authorized

For the purposes of this statutory condition, a driver is deemed not to be qualified or authorized under this policy if he or she has been deemed not to be qualified or authorized pursuant to the statutory conditions set out in **Part III** and **IV** of ***The Automobile Accident Insurance Act.***

3. Requirements Where Loss or Damage to Persons or Property

(1) The Insured shall:

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 him from or on behalf of the claimant.

(2) The Insured shall not:

a. voluntarily assume any liability or settle any claim except at his own cost, or

b. interfere in any negotiations for settlement or in any legal proceedings.

(3) The Insured shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witnesses and shall co-operate with Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

4. Requirements Where Loss or Damage to the Automobile

(1) Where loss of or damage to the automobile occurs, the Insured or the Insured's agent, or the person otherwise entitled to make claim shall, if the loss or damage is covered by this contract:

a. promptly give notice thereof 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 ninety days after the date of the loss or damage a statutory declaration stating, to the best of their knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the Insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act of 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 subcondition (1) of this condition is not recoverable under this contract.

(3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall 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.

(4) Examination of Insured
The Insured 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 his possession or control that relate to the matters in question, and he shall permit extracts and copies thereof to be made.

(5) Insurer Liable for Cash Value of Automobile
The Insurer shall not be liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that actual cash value with proper deduction for depreciation, however caused, and shall not exceed the amount that it would cost to repair or replace the automobile, or any part thereof, 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 thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

(6) Repair or Replacement
Except where 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 seven days after the receipt of the proof of loss, it gives written notice of its intention to do so.

(7) No Abandonment; Salvage
There can 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, shall vest in the Insurer.

(8) In Case of Disagreement
In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if affected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by appraisal as provided under *The Saskatchewan 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 shall be no right to an appraisal until a specific demand therefore is made in writing and until after proof of loss has been delivered.

5. Inspection of Automobile

The Insured shall permit the Insurer at all reasonable times to inspect the automobile and its equipment.

6. Time and Manner of Payment of Insurance Money

(1) The Insurer shall pay the insurance money for which it is liable under this contract within sixty days after the proof of loss has been received by it or, where an appraisal is made under subcondition (8) of statutory condition 4, within fifteen days after the award is rendered by the appraisers.

(2) **When Action May Be Brought**
The Insured shall 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 therein provided 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.

(3) **Repealed**. 2004, c.L-16.1, s.76.

7. Who May Give Notice and Proofs of Claim

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 satisfactory 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.

8. Termination

(1) This contract may be terminated:

a. by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;

b. by the Insured at any time on request.

(2) Where this contract is terminated by the Insurer:

a. the Insurer shall refund the excess of premium actually paid by the Insured over the *pro rata* premium for the expired time, but in no event shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and

b. the refund shall accompany the notice unless the premium is subject to adjustment or determination as the amount, in which case the refund shall be made as soon as practicable.

(3) Where this contract is terminated by the Insured, the Insurer shall 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 shall 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 fifteen days mentioned in clause (a) of subcondition (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.

9. Notice

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 the province. Written notice may be given to the Insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

Misrepresentation or violation of Conditions Renders Claim Invalid

Sub-section 191 (1) of *The Saskatchewan Insurance Act* provides as follows:

(1) 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;

(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 is invalid and the right of the Insured to recover indemnity is forfeited.

Claims Service Information

After Hours Emergency Information – All Claims
1-800-647-6448 or 306-775-6000 Permit Office: 1-800-667-7575

eClaim
You can report your auto claim using the SGI website at sgi.sk.ca

For prompt claims service, please contact SGI Claims at 1-844-TLK-2SGI (1-844-855-2744) or contact your broker. A list of SGI Claims offices are listed below:

Estevan Claims Centre
1009 – 5th St.
S4A 2L8
Fax 306-634-3508

Kindersley Claims Centre
Box 2260
821 – 9th St. W.
S0L 1S0
Fax 306-463-4999

Lloydminster Claims Centre
Box 1309
4805 – 50th St.
S9V 1G2
Fax 306-825-5248

Meadow Lake Claims Centre
Box 339
313 – 3rd St. E.
S9X 1Y3
Fax 306-236-5544

Moose Jaw Claims Centre
105 4th Ave. NW
S6H 4N9
Fax 306-691-0450

North Battleford Claims Centre
1002 – 103rd St.
S9A 2Z3
Fax 306-445-3699

Prince Albert Claims Centre
501 – 15th St. E.
S6V 1G3
Fax 306-764-2004

Regina Commercial Claims Centre
– rural Regina area
– towed and commercial vehicles only
440 Fleet St.
S4N 7N7
Fax 306-721-2529

Regina East Claims Centre
Box 1490
2110 Victoria Ave. E.
S4P 3C2
Fax 306-789-7117

Regina Northwest Claims Centre
1121 McCarthy Blvd. N.
S4X 3T6
Fax 306-949-7667

Regina Injury Claims Centre
Box 140
3825 Pasqua St.
S4P 4J1
Fax 306-584-0919

Saskatoon Central Claims Centre
623 – 2nd Ave. N.
S7K 0H3
Fax 306-683-2135

Saskatoon East Claims Centre
4045 Taylor St.
S7H 5P2
Fax 306-683-2122

Saskatoon West Claims Centre
345 Fairmont Dr.
S7M 5N5
Fax 306-683-0000

Saskatoon Injury Claims Centre
623 – 2nd Ave. N.
S7K 0H3
Fax 306-242-5572

Swift Current Claims Centre
110 – 3rd Ave. NW
S9H 0R8
Fax 306-773-1748

Tisdale Claims Centre
Box 1690
819 – 100th St.
S0E 1T0
Fax 306-873-4484

Weyburn Claims Centre
1738 – 1st Ave. NE
S4H 3E8
Fax 306-842-4794

Yorkton Claims Centre
Box 1029
459 Highway 9 North
S3N 2X3
Fax 306-786-7650

For out of province claims call: 306-775-6500

Toll free: 1-800-667-9779

Privacy: Our Commitment

Thank you for choosing SGI CANADA.

At SGI CANADA we value our customers and take your privacy seriously. During the course of business with you, our brokers or we may ask for personal information so we can serve you better. You can rest assured that we'll protect and respect your personal information and privacy – from the time we first collect the information until it is disposed of. After all, SGI CANADA's business is built on your trust.

Our commitment to you is to collect only the information we need to conduct your business and to adhere to industry best practices in handling and protecting your personal information.

Protecting your privacy is important to us at SGI CANADA.

If you want to:

- Access your personal information or have your information corrected
- Change your consent with respect to how we collect, use or disclose your personal information
- File a complaint about our privacy policies or the manner in which we've handled your personal information
- Inquire about any other privacy questions or concerns

Please contact:

SGI CANADA Chief Privacy Officer
2260 – 11th Ave.
Regina, Sask. S4P 0J9
Phone: 1-800-667-8015
E-mail: privacyofficer@sgi.sk.ca

If you're not satisfied with the outcome of an inquiry or complaint handled by SGI CANADA's Chief Privacy Officer, you may address your concerns to:

Office of the Saskatchewan Information and Privacy Commissioner
503 – 1801 Hamilton St.
Regina, Saskatchewan, S4P 4B4
Phone: 306-787-8350
Toll free within Saskatchewan: 1-877-748-2298
Fax: 306-798-1603
www.oipc.sk.ca

Privacy Statement

Please visit our web site at www.sgicanada.ca

Ask your broker.



SGI offers competitive property and casualty insurance products under the trade name SGI CANADA in Saskatchewan, Alberta, Manitoba and British Columbia, and under SGI CANADA and Coachman Insurance Company in Ontario. Operations outside Saskatchewan are held by the subsidiary company, SGI CANADA Insurance Services Ltd.

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