Civil Liability

Insurance Program
from Intact Insurance

SUMMARY

Veuillez noter que la version française de ce sommaire
se trouve sur fcmq.qc.ca ->Droits d'accès ->Assurances

FCMQ
LA FÉDÉRATION DES CLUBS DE
MOTONEIGISTES DU QUÉBEC

OFFICIAL INSURER
OF THE FCMQ

intact
INSURANCE

Intact Insurance Company
(Client number in the Autorité des marchés financiers register of insurers (www.lautorite.qc.ca): 2000699861)
("Intact Insurance")

2450 Girouard Street West
Saint-Hyacinthe QC J2S 3B3

Name: LA FÉDÉRATION DES CLUBS DE MOTONEIGISTES DU QUÉBEC (FCMQ)

(the ***« distributor »***)

Address: 101-1027, boul. des Entreprises
Terrebonne (Québec)
J6Y 1V2

SUMMARY

Quebec Automobile Insurance Policy Form no 1 – Owner's Form ("Q.P.F. No. 1")

Civil Liability Insurance Program available from Intact Insurance when you purchase a Fédération des clubs de motoneigistes du Québec ("FCMQ") trail pass

Table of contents

1. Who is insured 7
2. Places where the policy applies 7
3. Amount of insurance 7
4. Cost of insurance (insurance premium) 7
5. Your Coverages: 9
   5.1. Coverage 1:
   Damage caused by the insured snowmobile 9
   5.1.1. We cover you if you are held liable
   for damage caused by the snowmobile 9
   5.1.2. We will not pay more than
   the amount of insurance 9
   5.2. Coverage 2: Defence of your interests
   and other covered costs 9
   5.2.1. Defence in a legal action and defence costs 9
   5.2.2. Reimbursement of medical expenses 9
   5.2.3. Costs claimed by a municipality 10
6. Exclusions that apply to Coverages 1 and 2: 10
   6.1. Excluded or prohibited uses
   of the insured snowmobile 10
   6.2. Property damage and bodily injury exclusions 11
7. What to do in the event of a loss 11
   7.1. You must promptly contact us to report
   certain information 11
   7.1.1. Reporting a loss 11
   7.1.2. Consequences of not reporting the loss 12
   7.1.3. Consequences of false representation 12
   7.2. Time limit to pay the claim 12
   7.3. Time limit for taking legal action against us 12
8. Your insurance contract term 12
   8.1. When your insurance policy begins and ends 12
   8.2. Non-renewal of your insurance policy 13
   8.3. Cancelling your insurance policy before
   the specified date (called “cancellation”) 13
   8.3.1. Procedure 13
   8.3.2. Refund 14
9. Contact us 15

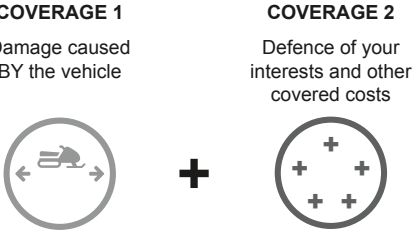
This civil liability insurance covers you if you own a snowmobile

This insurance covers you if the insured snowmobile causes damage to another person's property or causes them physical or mental injury, including death.

Coverage overview

The insurance is divided into two types of coverage:

- Coverage 1:
  Damage caused by the insured snowmobile
- Coverage 2:
  Defence of your interests and other covered costs



This insurance does not cover you if:

- Your snowmobile, equipment or accessories are damaged or disappear (property damage) or
- You or any user or driver of the insured snowmobile sustain bodily injury.

Trail pass purchased without insurance

It is mandatory for all snowmobile owners to have civil liability insurance like that offered by Intact Insurance.

However, you are not required to purchase the insurance offered by the distributor.

You can purchase similar insurance from another insurer or insurance representative of your choice.

If you decide to buy your FCMQ trail pass without purchasing this insurance product as an accessory, you will need to order your FCMQ trail pass using the form available online at fcmq.qc.ca. Please allow 14 to 21 days for delivery of your trail pass if you purchase it without the insurance. There is an administration fee of $20.00 + tax for this type of pass.

This summary is not your insurance policy

The purpose of this document (summary) is to help you evaluate the insurance product and decide if it is right for you, since you are not with an insurance representative.

Your insurance contract is detailed in the Quebec Automobile Insurance Policy No. 1 (Q.P.F. N° 1). “Section B: Coverage for Damage to Insured Vehicles (Optional Insurance)” of the Q.P.F. No 1 does not apply to this insurance product.

There are three ways to get a copy of this Summary or the Q.P.F. N° 1

- From the distributor where you purchase your FCMQ trail pass
- Online at fcmq.qc.ca, under Trail permit > Insurance
- Online at intact.ca/summary

Distributor's role

The distributor must:

- Explain the insurance product and its coverages
- Indicate the exclusions that apply to the Q.P.F. N° 1
- Give you a copy of this Summary and the Autorité des marchés financiers fact sheet
- The distributor cannot:

The distributor cannot:

- Give you insurance advice because they are not an insurance representative
- Compare Intact Insurance's policy with another insurer's policy

Please take a moment to read over the definitions of the underlined words

The underlined words are explained in the Definitions section of the Q.P.F. N° 1.

1. Who is insured

↳ Q.P.F. Nº 1, Section A, art. 1

- The owner of the insured snowmobile
- The person who is driving or using the insured snowmobile

2. Places where the policy applies

↳ Q.P.F. Nº 1, General Conditions, art. 2

The coverage provided under the insurance contract applies only if the loss occurs in Canada or the United States.

3. Amount of insurance

The insurance policy includes personal civil liability insurance of $1,000,000 per insured loss. You can increase the amount of insurance to $2,000,000 if you live in Quebec.

How? By completing the form and returning it to Intact Insurance with payment. To get the form, go to: fcmq.qc.ca (under Trail permit > Insurance).

4. Cost of insurance (insurance premium)

Please refer to the table below to find out how much this insurance costs, as well as the other applicable fees.

The amount paid for the insurance varies, depending on whether or not the insured snowmobile is used for rental, how old it is, and the insurance policy term.

The insurance cost is fixed.

FCMQ				Intact Insurance	Cost of trail pass including insurance
Type of trail pass	**Trail usage fees**	**Contribution to clubs' civil liability insurance**	**Total**	**Civil liability – snowmobile drivers**	
Annual	$353.00	$27.54	$380.54	$39.46	$420.00
Annual pass for antique snowmobiles	$221.00	$15.76	$236.76	$23.24	$260.00
7 Days	$198.00	$0.00	$198.00	$22.00	$220.00
3 Days	$113.00	$0.00	$113.00	$22.00	$135.00
1 Day	$53.00	$0.00	$53.00	$12.00	$65.00
Rental	$408.00	$69.98	$477.98	$102.02	$580.00

All insurance costs include tax.

5. Your coverages

5.1 Coverage 1: Damage caused by the insured snowmobile

5.1.1 We cover you if you are held liable for damage caused by the snowmobile

Your snowmobile can cause damage to another person's property (property damage) or cause that person physical or mental injury, including death (bodily injury).

5.1.2 We will not pay more than the amount of insurance

↳ Q.P.F. Nº 1, Section A, art. 6

The amount of insurance indicated in the Declarations section of the Q.P.F. Nº 1 is the maximum amount we might pay per insured loss.

5.2 Coverage 2: Defence of your interests and other covered costs

We will pay the following expenses in addition to the amount of insurance specified for Coverage 1. However, we will not pay these expenses if an exclusion applies to the loss.

5.2.1 Defence in a legal action and defence costs

↳ Q.P.F. Nº 1, Section A, art. 4.1 and art. 4.2

We will cover your defence if a lawsuit is brought against you in relation to a loss incurred while you were driving or using the insured snowmobile.

5.2.2 Reimbursement of medical expenses

↳ Q.P.F. Nº 1, Section A, art. 4.3

We will reimburse expenses incurred by an insured person for immediately necessary medical treatment of another person who suffers bodily injury.

5.2.3 Costs claimed by a municipality

↳ Q.P.F. Nº 1, Section A, art. 4.4

We will cover the costs claimed by a municipality, if, for example, a municipality's fire department is called to prevent or fight a fire affecting the insured snowmobile.

6. Exclusions that apply to Coverages 1 and 2

6.1 Excluded or prohibited uses of the insured snowmobile

→ Q.P.F. Nº 1, Section A, art. 5

→ Q.P.F. Nº 1, General conditions, art. 7

We will not cover losses that occur in the following situations:

- The insured snowmobile is carrying explosives
- The insured snowmobile is leased to another person, unless you have specifically obtained civil liability insurance from Intact Insurance with a trail pass for rented snowmobiles
- You are driving or operating the insured snowmobile or allowing another person to drive or operate the snowmobile, in the following situations:
    - You or that other person are under 16 years of age or the legal age to drive AND you are not authorized to drive, by law, or qualified to drive or operate the insured snowmobile.
    - You are engaged in illegal trade or transportation.
    - You are participating in a race or speed test.

6.2 Property damage and bodily injury exclusions

↳ Q.P.F. Nº 1, Section A, art. 5

The following damage is excluded:

- Bodily injury when compensation is provided under the following legislation:
  - The Automobile Insurance Act, except where it does not apply
  - An Act respecting industrial accidents and occupational diseases
  - The Crime Victims Compensation Act
- Bodily injury caused to your employee
- Damage caused to a person engaged in a garage business
- Liability imposed under workers' compensation legislation.

For more details, see your Q.P.F. Nº 1

7. What to do in the event of a loss

7.1 You must promptly contact us to report certain information

7.1.1 Reporting a loss

As soon as you become aware of a loss that might be covered by your insurance policy, you must contact our 24/7 Claims Service at 1-866-464-2424.

We will ask you for information about the circumstances of the loss.

You can find the detailed procedure for reporting a loss and submitting a claim in the "Reporting a Loss and Submitting a Claim" section of the Q.P.F. Nº 1.

7.1.2 Consequences of not reporting the loss

If you don't report the loss to us and that failure to report causes us prejudice, you will lose your right to an indemnity. If we are required by law to pay an indemnity to the person who suffered damage, we may ask you to reimburse us for the compensation paid.

7.1.3 Consequences of false representation

Anyone who makes a false representation about a loss loses their right to an indemnity. If you make a false representation and we are still required by law to pay an indemnity to a third party, we may ask you to reimburse us for the compensation paid.

7.2 Time limit to pay the claim

We must pay compensation within 60 days after the date on which you reported the loss or within 60 days after we receive the requested information on the circumstances of the loss.

7.3 Time limit for taking legal action against us

If you wish to bring an action or lawsuit against us in relation to the insurance policy, you will have three years from the date on which the right of action arose.

8. Your insurance contract term

8.1 When your insurance policy begins and ends

The insurance policy begins and ends at the times and on the dates indicated on your insurance certificate and in the "Declarations" section of the Q.P.F. Nº 1.

A loss does not end the insurance contract.

8.2 Non-renewal of your insurance policy

Despite what is indicated in the Q.P.F. Nº 1, the insurance policy is not automatically renewed.

8.3 Cancelling your insurance policy before the specified date (called “cancellation”)

↳ Q.P.F. No 1, “Effective date, renewal and expiry of insurance contract”, art. 3

8.3.1 Procedure

You can cancel the insurance policy at any time by sending us the “Notice of Rescission of an Insurance Contract.”

You have two options for cancelling your insurance policy:

- Online, by completing and submitting the form available on the FCMQ website, under Trail permit > Insurance (fcmq.qc.ca) OR
- Manually, by completing the form, included in this summary, and sending it by registered mail to the following address:

Accounts Receivable –
FCMQ/Intact Insurance
2450 Girouard Street West
St-Hyacinthe QC J2S 3B3

8.3.2 Refund

You may receive a full or partial refund of the amount paid for the insurance premium if we receive the form within the required time limit. **In some cases, there is no refund.**

The amount of the refund varies depending on the type of trail pass and when the form is received.

To find out if you are eligible for a refund and the amount, see the table below:

Type of trail pass	Amount of refund
1 day, 3 days, 7 days	• *If your notice is received before the effective date of the insurance (which is the date your trail pass becomes valid):* › *For a 1-day, 3-day or 7-day pass: full refund* • *If the notice is received after the effective date of the insurance: No refund*
Annual, Annual for antique snowmobiles	• *If your notice is received within 10 days after you purchase your trail pass: full refund* • *If your notice is received more than 10 days after you purchase your trail pass: Partial refund according to the Cancellation Table attached to your Q.P.F. Nº 1 insurance policy.*
Rental	• *If your notice is received within 10 days after you purchase your trail pass: full refund* • *If your notice is received more than 10 days after you purchase your trail pass: Partial refund according to the Cancellation Table attached to your Q.P.F. Nº 1 insurance policy.*

Example : If you purchase an annual trail pass with an insurance policy issued on November 1 and you want to terminate your policy on February 1, based on the cancellation table, 64% of the insurance premium you paid will be refunded.

9. Contact us

If you have any questions about this insurance product, this Summary or content of the related documents, please call us at 1 844 223 4156.

Complaints

Intact Insurance is committed to providing customers with exceptional service, and we value your opinion.

If you are not satisfied with the service you've received, we encourage you to give us your feedback through the Complaint Handling Protocol available at: https://www.intact.ca/qc/en/customer-satisfaction.html

AUTORITÉ
DES MARCHÉS
FINANCIERS

The purpose of this fact sheet is to inform you of your rights.
It does not relieve the insurer or the distributor of their obligations to you.

LET'S TALK INSURANCE!

Name of distributor: _____

Name of insurer: Intact Insurance Company

Name of insurance product: Q.P.F. No. 1 when you purchase an FCMQ trail pass

IT'S YOUR CHOICE

You are never required to purchase insurance:

- that is offered by your distributor;
- from a person who is assigned to you; or
- to obtain a better interest rate or any other benefit.

Even if you are required to be insured, **you do not have to** purchase the insurance that is being offered. **You can choose** your insurance product and your insurer.

HOW TO CHOOSE

To choose the insurance product that's right for you, we recommend that you read the summary that describes the insurance product and that must be provided to you.

DISTRIBUTOR REMUNERATION

A portion of the amount you pay for the insurance will be paid to the distributor as remuneration.

The distributor **must** tell you when the remuneration exceeds 30% of that amount.

RIGHT TO CANCEL

The Act allows you to rescind an insurance contract, **at no cost**, within 10 days after the purchase of your insurance. However, the insurer may grant you a longer period of time. After that time, fees may apply if you cancel the insurance. **Ask** your distributor about the period of time granted to cancel it **at no cost**.

If the cost of the insurance is added to the financing amount and you cancel the insurance, your monthly financing payments might not change. Instead, the refund could be used **to shorten the financing period. Ask your distributor for details**.

The *Autorité des marchés financiers* can provide you with unbiased, objective information.
Visit www.lautorite.qc.ca or call the AMF at 1-877-525-0337.

Reserved for use by the insurer:

F30-9356

NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

This notice should be sent by registered mail.

Any refund owed will be paid within 30 days following receipt of this notice by ***the Insurer.***

Section 440 of the Act respecting the distribution of financial products and services (chapter D-9.2)

To: **Accounts Receivable – FCMQ / Intact Insurance**
(name of ***the Insurer)***

2450 Girouard Street West, Saint-Hyacinthe, Quebec J2S 3B3
(address of ***the Insurer)***

Date: _____
(dd/mm/yyyy)

Pursuant to section 441 of the Act respecting the distribution of financial products and services, I hereby rescind the contract of insurance pertaining to the following trail pass:

Trail pass no.: _____

OR

Transaction no. if purchased online: _____

Club no.: _____

Effective date of trail pass: _____

At: _____
(municipality/location where the contract is signed)

For the following snowmobile:

_____
(make, model, year)

_____
(serial no.)

_____
(registration)

Please turn over and complete other side

I hereby certify that I have an insurance policy providing at least $500,000 in Civil Liability coverage for bodily injury or property damage caused by the vehicle described above.

Your insurance company: _____

Your insurance policy no: _____

I undertake to maintain said policy, or another equivalent insurance policy, in force at all times until at least December 1st, 2021.

Please send my insurance premium refund, if any, to the following address:

_____
(street number, street name, apartment, etc.)

_____
(municipality, province, postal code, country)

_____
(client's name — please print)

_____
(telephone number)

_____
(email)

_____
(client's signature)

IT IS RECOMMENDED THAT YOU KEEP A COMPLETED COPY OF THIS FORM FOR YOUR RECORDS. INTACT INSURANCE RESERVES THE RIGHT, FOR A PERIOD OF ONE YEAR FROM THE DATE THIS NOTICE IS SENT, TO VIEW THE ORIGINAL OR TO DEMAND A COPY OF YOUR TRAIL PASS AND YOUR INSURANCE CERTIFICATE FOR THE CIVIL LIABILITY COVERAGE PROVIDED BY INTACT INSURANCE.

03-M-351.47e (08-2020)