



Distribution Guide

Civil Liability Insurance Program from Intact Insurance



OFFICIAL INSURER
OF THE FCMQ



Intact Insurance Company
(the “Insurer” or “Intact Insurance”)

2450 Girouard Street West
Saint-Hyacinthe (Quebec)
J2S 3B3

Name: _____
(the “*distributor*”)

Address: _____

DISTRIBUTION GUIDE

**Q.P.F. No. 1 – Owners’ Form
Civil Liability Insurance
from Intact Insurance**

The *distributor* is required to provide you with a copy of this Distribution Guide. A *sample copy* of the Intact Insurance civil liability insurance policy (form “Q.P.F. No. 1”) is also available from the *distributor* who provided your trail pass for the Fédération des clubs de motoneigistes du Québec (FCMQ) or online at fcmq.qc.ca (Insurance section), to allow you to refer to both documents at the same time. The *distributor* can provide you with a *sample copy* of Q.P.F. No. 1 for your records. A copy of the Q.P.F. No. 1 insurance policy may be provided to you if you decide to purchase this insurance.

The underlined terms in this Guide are defined under “Definitions” in the *sample copy* of Q.P.F. No. 1.

This Distribution Guide highlights some of the important aspects of the insurance product offered by the *distributor* on behalf of the Insurer. This guide is intended to help you evaluate insurance product and decide whether it is suitable for you, if you are not with an insurance representative.

CAUTIONS:

1. The insurance offered by the **distributor** provides the coverage described in the sample copy of Q.P.F. No. 1, except for “Section B: Coverage for Damage to Insured Vehicles (Optional Insurance)”. Subject to the application of any Direct Compensation Agreement, **this insurance does not cover:**
 - direct and accidental property damage caused to the insured snowmobile, including its equipment and accessories; and
 - damage sustained by you or by any user or driver of the insured snowmobile.
2. Every snowmobile owner is required by law to hold an insurance policy covering civil liability for bodily injury or property damage caused by the snowmobile, but the particular contract of insurance offered by the **distributor** is not mandatory. You may choose to obtain similar insurance from another insurance company or insurance representative. If you choose to do so, you must order your FCMQ trail pass using the form available online at fcmq.qc.ca.
3. The insurance offered is not intended to replace any other insurance you may currently hold. Please speak to your insurance representative to discuss this.
4. The **distributor** has a duty to describe the insurance product for you and to specify the coverages it contains. The **distributor** must also clearly indicate the exclusions under Q.P.F. N° 1 so that you can determine whether your situation is excluded. The **distributor** is not an insurance representative and cannot advise you on insurance. For example, the **distributor** cannot make comparisons between two insurance products, such as the Q.P.F. No. 1 as provided in this Civil Liability Insurance from Intact Insurance and the Q.P.F. No. 1 that may be available from another insurance company.

Nature of the Insurance Product

In accordance with paragraph 3.1 of “Section A: Coverage For Civil Liability Arising from Property Damage and Bodily Injury Caused to Another Person (Mandatory Insurance)” (“Section A”) contained in the sample copy of Q.P.F. No. 1, the insurance offered by the ***distributor*** covers the following risk: the financial consequences that an insured person may incur if held civilly liable for damage caused to another person by the insured snowmobile. The insured person’s civil liability must arise from the fact that he or she is the owner of the insured snowmobile or was driving or using it.

Under item 1 of “Section A” of the sample copy of Q.P.F. No. 1, the following persons are insured:

- the named insured;
- any person who drives the insured snowmobile; and
- any person who uses the insured snowmobile. Any person who operates a part of the insured snowmobile is deemed to be using it.

The legal representatives and succession (estates) of such persons are also insured. A person who steals or assists in stealing the snowmobile is not insured.

Summary of Coverage Provided

The Q.P.F. No. 1 sold as Civil Liability Insurance from Intact Insurance provides:

- personal civil liability coverage with a limit of \$1,000,000 per occurrence of insured loss.

CAUTIONS:

- This coverage applies only to loss occurring in Canada or the United States, or on a vessel or in an aircraft travelling within or between those countries, as provided under item 2 of the General Conditions section of the sample copy of Q.P.F. No. 1.
- Quebec residents may ask ***the Insurer*** to increase the amount of insurance by an additional \$1,000,000 in consideration of payment of an additional insurance premium. If you wish to exercise this option, you must complete a form and

return it directly to **the Insurer** at the address provided along with payment of the additional insurance premium. The form and the full procedure are available online at fcmq.qc.ca (Insurance section).

- Each of the insured persons protected by the principal coverage described above also has the following additional coverages, described in more detail in item 4 of “Section A” of the sample copy of Q.P.F. No. 1:
 - Protection and defence of the insured person’s interests by **the Insurer** after a loss is reported; **the Insurer** may act as it sees fit with regard to investigation, transaction or settlement of a claim;
 - Payment by **the Insurer** of costs related to legal action against the insured person, as well as interest payable on the amount of insurance;
 - Reimbursement of expenses incurred by an insured person for immediately necessary medical treatment of another person who suffers bodily injury; and
 - Payment by **the Insurer** of costs claimed from the named insured by a municipality under the *Act respecting municipal taxation* and its regulations, if the municipality’s fire protection service was called to prevent or fight a fire affecting the insured snowmobile.

Conditions of Application

CAUTIONS:

- Certain limitations and specific rules apply to the indemnity payable by **the Insurer**. You will find these in “Section A” of the sample copy of Q.P.F. No. 1. A general rule is that the indemnity cannot in any circumstances be greater than the amount of insurance, plus any expenses covered under the additional coverages, even if there are multiple insured persons or interests or different types of damage.

-
- You have certain obligations in the event of a loss affecting the insured snowmobile. These are found in paragraph 1.2 of the section entitled “Reporting a Loss and Submitting a Claim” in the sample copy of Q.P.F. No. 1. One of these is that in case of a loss, you must avoid commenting on your possible liability or attempting to settle a claim.

EXCLUSIONS

Certain types of damage and certain uses are excluded or prohibited

(item 5 of “Section A” and item 7 of the General Conditions in the sample copy of Q.P.F. No. 1)

It is important to read the exclusions before purchasing the Q.P.F. No. 1.

The following are excluded:

- Bodily injury:
 - when compensation is provided under the *Automobile Insurance Act, An Act respecting industrial accidents and occupational diseases*, or the *Crime Victims Compensation Act*, but only if the *Automobile Insurance Act* is applicable;
 - caused to a person who is employed by you and who is engaged in the operation or repair of the insured snowmobile;
- Damage caused to a person who is engaged in a garage business while the insured snowmobile is in that person’s custody;
- Losses occurring while the insured snowmobile is:
 - leased to another person, unless the insurance is specifically purchased with a trail pass reserved snowmobiles for rental, as shown on the pink certificate of insurance given to you by the **distributor**, and in the Declarations section of the Q.P.F. No. 1 insurance policy, if you purchase this insurance;
 - carrying explosives or radioactive material for research, education, development, industrial or other related purposes; or

- being used as a taxicab, sightseeing vehicle, bus, coach or other chauffeur-driven vehicle; and
- Any liability imposed under a workers' compensation act.

You must not drive or operate the insured snowmobile, or allow another person to drive or operate the insured snowmobile, in any of the following situations, and **the Insurer** may refuse to pay any claim if you do so:

- If you, or that other person, are under 16 years of age or the legal age to drive and are not authorized to drive, by law, or qualified to drive or operate the insured snowmobile;
- For any illegal trade or transportation; or
- To participate in a race or speed test.

Effective Date, Renewal and Termination of Insurance Contract

- Term of contract: the **effective date** and **expiry** date of the insurance are shown on the pink certificate of insurance given to you by the **distributor**, and in the Declarations section of the Q.P.F. No. 1 insurance policy, if you purchase this insurance. Note that the **expiry** date of the insurance cannot be later than November 30, 2016, at 11:59 p.m.
- Contrary to what is shown under item 2 of the section entitled "Effective date, renewal and expiry of insurance contract" in the sample copy of Q.P.F. No. 1, and in keeping with the pink certificate of insurance given to you by the **distributor**, and with the Declarations section of the Q.P.F. No. 1 insurance policy, if you purchase this insurance, this Civil Liability Insurance from Intact Insurance **cannot be renewed**.

How to **terminate** (“cancel”) Q.P.F. No. 1 (item 3 of the section entitled “Effective date, renewal and expiry of insurance contract” in the sample copy of Q.P.F. No. 1):

CAUTION:

There will be no refund of an insurance premium for cancellation of a Q.P.F. N° 1 sold incidentally with an FCMQ trail pass that is valid for one, three, or seven days, if the cancellation is made after the **effective date** of the insurance. **A refund will be paid, as described below, only if the Insured cancels a Q.P.F. N° 1 sold incidentally with an annual FCMQ trail pass (standard or for snowmobiles for rental.**

- **The Insured:**

You may cancel your insurance at any time by sending a written notice to **the Insurer**.

CAUTION:

You have a 10-day examination when you may cancel your insurance without charge. If you cancel:

- within the first 10 days after the **effective date** of the civil liability insurance from Intact Insurance, the insurance premium paid will be refunded in full and the insurance will be considered as never having been in force; or
- after the first 10 days, only the portion of the insurance premium that is an overpayment can be refunded. The amount that will be refunded is shown in the “Cancellation Table” attached to the Q.P.F. No. 1, which you may consult or obtain on request from the **distributor** from whom you purchased this insurance or directly online at fcmq.qc.ca (Insurance section).

To terminate the insurance, you must complete, and submit to **the Insurer**, the Notice of Rescission of an Insurance Contract available online at fcmq.qc.ca (Insurance section) or, if you prefer, complete the notice included in this Distribution Guide and send it to **the Insurer** by registered mail.

- **The Insurer:**

The Insurer may cancel the Q.P.F. No. 1:

- at **the Insurer's** discretion, within 60 days after its **effective date**. **The Insurer** will send you a written notice and the insurance will be cancelled 15 days after you receive this notice.
- after 60 days, only if there has been an aggravation of risk which is likely to substantially influence **the Insurer's** decision to maintain the Q.P.F. No. 1 or if your insurance premium has not been paid (however, **the Insurer** is considered to have been paid if the insurance premium has been given to the **distributor**). In this case, **the Insurer** will send you a written notice and the insurance will be cancelled 30 days after you receive this notice.

In all cases, **the Insurer** will keep only the portion of the premium that corresponds to the number of days you were covered.

Reporting a Loss and Submitting a Claim

Please call **the Insurer's** 24/7 Claims Service at 1 866 464 2424 to report a loss. The detailed procedure for reporting a loss and submitting a claim is described in the section of the sample copy of Q.P.F. No. 1 entitled "Reporting a Loss and Submitting a Claim".

Insurance Premiums

If you purchase this insurance, use the table below to find the amount of the insurance premium payable.

CAUTION:

The insurance premium depends on the type of snowmobile insured and on how long the insurance contract will be in force. Be sure to choose the insurance premium that applies to your situation.

TYPE OF TRAIL PASS	INSURANCE PREMIUM (INCL. TAX)
Insurance sold with an annual trail pass	\$42.60
Insurance sold with an annual trail pass for an antique snowmobile (1996 or older)	\$24.79
Insurance sold with an annual trail pass for a snowmobile used for rental	\$109.90
Insurance sold with a trail pass valid for one day	\$12
Insurance sold with a 3day or 7day trail pass	\$22

Questions about the insurance

The Insurer has set up a consultation service to answer any inquiries about this **insurance product**, this **Distribution Guide** or the **contents of any documents** related to this insurance. You can reach this service by calling ***the Insurer*** at 1 844 223 4156.

Role of the Autorité des marchés financiers

The Autorité des marchés financiers (“AMF”) regulates the distribution of financial products and services. The AMF’s Information Centre can answer any questions about the obligations of the Insurer and the distributor (for example, what documents should you have received?). You can contact the AMF by telephone at 877 525 0337 or by visiting its website at www.lautorite.qc.ca.

**NOTICE OF RESCISSION
OF AN INSURANCE CONTRACTE**

**THIS NOTICE MUST 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: Intact Insurance, Accounts Receivable – FCMQ
(name of **Insurer**)

2450, rue Girouard Ouest, Saint-Hyacinthe (Québec)
J2S 3B3
(address of the **Insurer**)

Date: _____
(date this notice is sent)

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

number: _____
(Trail pass no. (insurance policy))

sold by: _____
(Club no.)

for the following snowmobile:

(make, model, year)

(serial no.)

(registration)

effective date: _____
(date the insurance contract began)

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

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 snowmobile described above. That insurance policy

was issued by: _____
(name of insurance company)

policy no.: _____
(insurance policy number)

I undertake to maintain said policy, or another equivalent insurance policy, in force at all times until at least November 30, 2016.

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))

(client's signature)

IT IS RECOMMENDED THAT YOU KEEP A COMPLETED COPY OF THIS FORM FOR YOUR RECORDS. INTACT INSURANCE COMPANY 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 PINK INSURANCE CERTIFICATE FOR THE CIVIL LIABILITY COVERAGE PROVIDED BY INTACT INSURANCE.

The following sections of the Act accompany this notice: 439, 440, 441, 442 and 443

439. A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor.

The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

440. A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.

441. A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is rescinded, the first contract retains all its effects.

442. No contract may contain provisions allowing its amendment in the event of rescission or cancellation by the client of an insurance contract made at the same time.

However, a contract may provide that the rescission or cancellation of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

443. A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds, cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.