

SUMMARY

Civil Liability Insurance Program available from Intact Insurance

This program is available with the purchase of a Fédération Québécoise des Clubs Quads (“FQCQ”) trail pass.

This summary is not your insurance contract. 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.

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

Distributor’s role

The distributor must:

- ▶ Explain the insurance product
- ▶ Indicate the exclusions that apply to the Q.P.F. No. 1
- ▶ Give you a copy of this Summary and the Autorité des marchés financiers’ fact sheet

The distributor cannot:

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



Take a moment to read over the definitions of the underlined words

The underlined words in this document are explained in the Definitions section of the Q.P.F. No. 1.

INSURER’S CONTACT INFORMATION

Intact Insurance Company

2450 rue Girouard Ouest
Saint-Hyacinthe, Québec
J2S 3B3

(Client no. in the Autorité des marchés financiers register of insurers
(www.lautorite.qc.ca): 2000699861)
 (“Intact Insurance”)

DISTRIBUTOR’S CONTACT INFORMATION

Fédération Québécoise des Clubs Quads
679 De la Sablière
Bois-des-Filion, Québec
J6Z 4T2

OFFICIAL INSURER
OF THE FQCQ



FÉDÉRATION QUÉBÉCOISE
DES CLUBS QUADS

There are two ways to get a copy of the Q.P.F. No. 1:

- ➔ Online in the “Assurance” section of fqcq.qc.ca
- ➔ On the Intact Insurance website at intact.ca/summary



This insurance covers you if

- ▶ the insured ATV 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 ATV
- ▶ **Coverage 2**
Defence of your interests and other covered costs

COVERAGE 1

Damage caused
BY the vehicle



Coverage 2

Defence of your
interests and other
insured costs



This insurance does not cover you if:

- ▶ Your ATV, equipment or accessories are damaged or disappeared (property damage); and
- ▶ You or any user or driver of the insured ATV sustain bodily injury.

Trail pass purchased without insurance

It is mandatory for all ATV owners to have civil liability 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 FQCQ trail pass without purchasing this insurance product as an accessory to the purchase of the trail pass, you will need to order your FQCQ trail pass using the form available online at fqcq.qc.ca.

1. Who is insured

 *Q.P.F. No. 1, Section A, art. 1*

- ▶ The owner of the insured ATV.
- ▶ The person who is driving or using the insured ATV.

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 contract includes personal civil liability insurance of **\$1,000,000** per insured loss.

You can increase the amount of insurance to \$2,000,000 by completing the form and returning it to Intact Insurance. To get the form, go to: fqcq.qc.ca (under "Assurance").

4. Cost of insurance (insurance premium)

The insurance cost is fixed and includes tax.

FQCQ				Intact Insurance	Cost of trail pass including insurance
Type of trail pass	Trail usage fees	Contribution to clubs' Liability insurance	Total	Liability insurance – ATV Drivers	
Annual	\$310.00	\$7.63	\$317.63	\$42.37	\$360.00
Seasonal (summer)	\$200.00	\$7.63	\$207.63	\$42.37	\$250.00
3 day	\$130.00	\$0.00	\$130.00	\$20.00	\$150.00
1 day	\$50.00	\$0.00	\$50.00	\$10.00	\$60.00
Rental	\$310.00	\$24.53	\$334.53	\$115.47	\$450.00

5. Your coverages

1 Damage caused by the insured ATV

- ▶ **We will protect you if you are held liable for damage caused by the ATV**

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

- ▶ **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.

2 Defence of your interests and other covered costs

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

- ▶ **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 ATV.

- ▶ **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.

- ▶ **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 ATV.

6. Exclusions that apply to Coverages 1 and 2

1 Excluded or prohibited uses of the insured ATV

 Q.P.F. No. 1, Section A, art. 5
Q.P.F. No. 1, General conditions, art. 7

- ▶ The insured ATV is carrying explosives.
- ▶ The insured ATV is leased to another person, unless you have specifically obtained civil liability insurance for rented ATVs.
- ▶ You are driving or operating the insured ATV or allowing another person to drive or operate the ATV, in the following situations:
 - You or that another 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 ATV.
 - You are engaged in illegal trade or transportation.
 - You are participating in a race or speed test.

2 Property damage and bodily injury exclusions

 Q.P.F. No. 1, Section A, art. 5

- ▶ 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.

7. What to do in the event of a loss

You must promptly contact us to report certain information.

1 Reporting a loss

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

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.

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.

3 Consequences of deceitful declaration

Anyone who makes a deceitful declaration about a loss loses their right to indemnity. If you make a deceitful declaration 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.

4 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.

5 Time limit for taking legal action against us

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

8. Your insurance contract term


1 When your insurance contract begins and ends

The insurance contract 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.

2 Non-renewal of your insurance contract

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

3 Cancelling your insurance contract before the specified date (called “cancellation”)

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

You can cancel the insurance contract at any time by sending us the “Notice of Rescission of an Insurance Contract” in one of the following ways:

- ▶ **Online**, by completing and submitting the form available in the “Assurance” section of the FQCQ website (fqcq.qc.ca); OR
- ▶ **Manually**, by completing the form included in this summary and sending it by registered mail to the following address:

Accounts Receivable – FQCQ/ Intact Insurance
2450 rue Girouard Ouest
St-Hyacinthe, QC J2S 3B3

9. 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 the moment when the form is received.

Type of trail pass	AMOUNT OF REFUND
1 day, 3 day	<ul style="list-style-type: none">• If your notice is received before the effective date of the insurance: full refund• If your notice is received after the effective date of the insurance: no refund
Annual, seasonal (summer), rental	<ul style="list-style-type: none">• If your notice is received within 10 days after the effective date of the insurance: full refund• If your notice is received more than 10 days after the effective date of the insurance: partial refund according to the Cancellation Table attached to your Q.P.F. No. 1 insurance policy.

Contact us

If you have any questions about this insurance product, this Summary or the content of the related documents, please call us at 1-844-495 2320.

Complaints: Intact Insurance is committed to providing customers with exceptional service. 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: intact.ca/qc/en/customer-satisfaction.html

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: Souscription Particuliers (FQCQ) / Intact Insurance
2450 rue Girouard Ouest, Saint-Hyacinthe, Québec J2S 3B3

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.: _____

Purchase date: _____

Effective date of trail pass: _____

For the following all-terrain vehicle:

(make, model, year)

(serial no.)

(registration)

(client's name — please print)

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

(municipality, province, postal code, country)

(telephone number)

(email)

F54-2309



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. No1 when you purchase an FQCQ 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:

This fact sheet cannot be modified