



**Manitoba
Public Insurance**

LIGHT VEHICLE ACCREDITATION AGREEMENT

This Agreement made on the ____ day of _____, 20__

BETWEEN:

THE MANITOBA PUBLIC INSURANCE CORPORATION

- AND -

(ACCREDITEE)

BACKGROUND

MPI is committed to ensuring that its Customers receive high quality, safe vehicle repairs and excellent customer service from vehicle repair shops in Manitoba. Accordingly, MPI, together with the ATA and the MMDA, have negotiated and agreed to standards, terms and conditions that repair shops must adhere to in order to become “accredited”. These standards, terms and conditions are contained within the following documents:

- (i) this agreement;
- (ii) the Accreditation Specifications and Application (attached to this agreement);
and
- (iii) Policies & Procedures (located on the MPI Partners Website).

MPI, the ATA and the MMDA have also agreed to labour and material rates that accredited repair shops may charge for vehicle repair services. By meeting the standards, terms and conditions outlined in this document, repair shops are entitled to charge the higher rates agreed upon by MPI, ATA and the MMDA.

By completing the attached Accreditation Specifications and Application and by signing this agreement, the above-named accredittee agrees to adhere to the high standards expected of an accredited repair shop, all of which are set out in the above-mentioned documents.

TERMS AND CONDITIONS OF AGREEMENT

1.00 DEFINITIONS

“**accredittee**”, “**you**”, “**your**” and “**yours**” refer to the accredittee named above;

“**Accreditation Specifications and Application**” means the application for accreditation together with the accreditation specifications (which shall be renewed on an annual basis) attached to this agreement;

“**Accreditation Committee**” means the committee that is set out in section 7.01;

“**ATA**” means the Automotive Trades Association of Manitoba Inc.;

“**Back-ordered Parts**” means any part not available at the time of repair required to complete the repair that is on order from a supplier;

“**Customer**” means the claimant that is insured by MPI and that has engaged the accredittee to perform repair work on their vehicle;

“**Estimate**” means an outline of proposed work required to place the Customer’s vehicle back into pre-accident condition;

“**Finder-fee Cards**” means a card designed for the purpose of compensating a third party who refers work to a repair shop;

“**FIPPA**” means *The Freedom of Information and Protection of Privacy Act* (Manitoba), as amended from time to time;

“**Giveaways**” means an across the board reduction or benefit which affects the true cost of repairs including monetary merchandise or benefits;

“**I-CAR**” means Inter Industry Conference on Auto Collision Repair;

“**Light Vehicle**” means any vehicle with a gross vehicle weight rating of less than 4500 kilograms;

“**MMDA**” means the Manitoba Motor Dealers Association;

“**MPI**” means The Manitoba Public Insurance Corporation;

“**MPI Intellectual Property**” has the meaning set out in section 4.03;

“**MPI Names**” means the words “Manitoba Public Insurance”, “The Manitoba Public Insurance Corporation”, “MPI”, “MPIC” and “Autopac”;

“**MPI Partners Website**” means the website administered by MPI located at <http://mpipartners.ca>;

“**OEM**” means original equipment manufacturer;

“**Parts/Service Credits**” means cash allowances to be applied towards the acquisition of parts or services;

“**Pattern**” means two (2) or more instances of deliberate prohibited actions or behaviour within a 365-day period;

“**PIPEDA**” means *The Personal Information Protection and Electronic Documents Act* (Canada), as amended from time to time;

“**Policies & Procedures**” means the policies and procedures for the Recycled Parts Program, the Alternate/Aftermarket Parts Program, Glass Claims and any other policies and procedures applicable to repair shops doing direct business with MPI, all of which are set out on the MPI Partners Website;

“**Probationary Period**” means a period during which an accreditée’s business and operations are more strenuously reviewed and reinspected by MPI; and

“**refuse to do direct business**” (or such other similar phrase) means that MPI will not initiate business or business communications with a repair shop;

“Signing Officer” means the officer of the accreditee authorized by MPI to sign on the accreditee’s behalf;

“suspension of accreditation” (or such other similar phrase) means that a repair shop has lost its status as an accredited repair shop, and as such, has lost all benefits associated with being an accredited repair shop, including but not limited to, the right to be reimbursed at the accredited rates. If accreditation is suspended, the repair shop will only be reimbursed for repair work at the non-accredited rates; and

“WHMIS” means Workplace Hazardous Materials Information System.

2.00 PURPOSE AND APPLICATION

2.01 Purpose and Application of the Agreement

This agreement sets out the relationship between you and MPI with respect to your status as an accredited repairer of Light Vehicles. As an accredited repairer, you are entitled to receive compensation from MPI for the repairs that you do at the labour and material rates which are agreed to by the ATA, MMDA and MPI. The labour and material rates for accredited repairers are higher than the labour and material rates for non-accredited repairers.

By signing this agreement, you and MPI agree to comply with all of its terms and conditions, and to maintain a positive and professional working relationship. You understand that any failure on your part to comply with the terms and conditions of this agreement may result in the suspension of your accreditation, and/or MPI may refuse to do direct business with you.

3.00 ACCREDITATION

3.01 Maintain Accreditation Requirements

You agree to maintain all of the requirements for accreditation which are outlined in your application for accreditation. Your application for accreditation, being the Accreditation Specifications and Application, is attached to and forms part of this agreement.

3.02 Representation by the ATA and MMDA

You agree to allow the ATA and the MMDA to negotiate on your behalf any and all changes to this agreement and to the Policies & Procedures. You further agree to abide by those changes upon your being notified of such changes. The ATA, MMDA and MPI will review this agreement annually.

3.03 Labour and material rates

You agree to comply with the labour and material rates agreed to by the ATA, MMDA and MPI, and that you will not charge either MPI or Customers more than those agreed upon rates. These labour and material rates are located on the MPI Partners Website.

3.04 Operation of Full-Time Business

You must operate a full-time vehicle repair business during business hours approved by MPI, acting reasonably. Only one (1) firm will be considered accredited if two (2) or more firms operate their vehicle repair businesses on the same premises, unless otherwise expressly approved in writing by MPI.

3.05 Business Licence

You must have a valid business licence, where applicable, for the area in which your business is located.

3.06 MPI may inspect premises

You agree to allow representatives of MPI to inspect your repair facilities from time to time to confirm that all accreditation requirements are being maintained. These inspections will occur during normal business hours without prior notice.

3.07 Annual Updates

On an annual basis, you will provide MPI with the following information (to MPI's reasonable satisfaction):

- documentation confirming that your comprehensive general liability policy and your garage or dealers liability policy (as further detailed in your accreditation application) are both current and in effect;
- documentation confirming your certification from I-CAR (as further detailed in your accreditation application);
- documentation that provides proof of proper hazardous and special waste handling and removal, including your hazardous waste recovery contract or confirming letter from the service provider; and
- all other updates as required in the Accreditation Specifications and Application.

3.08 Changes Related to Your Business

You shall notify MPI in writing if the name, ownership or location of your business is changing. If you have advance knowledge of such a change, you agree to notify MPI not less than thirty (30) business days prior to the effective date of such change.

3.09 Compliance by your employees

You shall ensure that all of your employees, staff and other personnel comply with the terms and conditions of this agreement, with the terms and conditions of your accreditation application, and with the Policies & Procedures.

3.10 Compliance with workplace safety & health laws, provincial building codes, municipal by-laws, and environmental laws

You must provide a working environment which is safe, healthy, free of hazards and complies with all applicable provincial building codes, municipal by-laws, environmental laws (including laws related to the disposal of hazardous waste), as well as workplace health and safety laws and regulations (including, but not limited to, Manitoba Regulation 217/2006, as amended from time to time). This regulation applies to controlled products

that are used, stored and handled at the workplace. You must provide MPI with confirmation that all of your eligible employees have completed WHMIS training.

3.11 Compliance with privacy laws

(a) In performing vehicle repairs, you acknowledge that you may collect, or have access to, Customers' "personal information" (as described below).

(b) You acknowledge that FIPPA imposes obligations on MPI to hold "personal information", as that term is defined in FIPPA, in the strictest of confidence. You acknowledge that FIPPA prohibits MPI from collecting, using, or disclosing personal information except in accordance with that Act.

(c) You acknowledge that you are subject to the provisions of PIPEDA and other applicable privacy legislation, as they relate to your collection, use, retention, destruction and disclosure of "personal information" (as that term is defined in PIPEDA or other applicable legislation).

(d) While this agreement is in effect, and at all times thereafter, you agree to treat as confidential all "personal information" acquired by you, or to which you have been given access, in the course of your performance of vehicle repair work.

(e) With respect to personal information that you collect from Customers, you agree that during the term of this agreement and at all times thereafter, you will only use this personal information in a manner expressly permitted by PIPEDA and any other privacy legislation applicable to you. Further, you agree to comply with all the provisions of this legislation in your collection, use, retention, disclosure and destruction of the personal information.

(f) With respect to personal information that you collect on behalf of MPI, or that is disclosed to you by MPI, you agree that during the term of this agreement and at all times thereafter:

- (i) this personal information may only be used by you in a manner expressly permitted by FIPPA and other privacy legislation applicable to you;
- (ii) you shall not disclose or permit the disclosure of this personal information, or any copies of it, in any format, to any person, corporation or organization without the prior written consent of MPI;
- (iii) you shall comply with all directives given to you by MPI with respect to safeguarding, or otherwise ensuring the confidentiality of this personal information;
- (iv) you shall ensure that access to this personal information by your employees, subcontractors or agents is on a "need-to-know" basis, and that access, when given, shall be to the minimum amount of information necessary to accomplish the task;
- (v) you shall use this personal information only for those purposes that have been expressly permitted by MPI;
- (vi) after this personal information has been used for its authorized purpose, or where destruction of personal information is requested by MPI, you shall

- destroy this personal information (and all copies of it in any form or medium) in a manner which adequately protects the confidentiality of the personal information;
- (vii) you shall, unless otherwise directed by MPI or unless otherwise required by law, destroy this personal information (including all copies in any form or medium) if your accreditation is suspended. This destruction must be done in a manner which adequately protects the confidentiality of this personal information;
 - (viii) you shall allow MPI reasonable access to your computer workstations and facilities so that MPI can verify that you are complying with the above provisions;
 - (ix) you shall take reasonable precautions to prevent any unauthorized disclosure of this personal information. The standard of such precautions taken by you must be the greater of: (i) the standards that you have in place to protect your own confidential information; or, (ii) the standards imposed on you by MPI;
 - (x) you shall, immediately upon becoming aware of any unauthorized use of, access to, disclosure of, or destruction of, this personal information, notify MPI in writing of any such unauthorized use, access, disclosure or destruction, with full details. You shall immediately take all reasonable steps to prevent the recurrence of any such unauthorized use, access, disclosure or destruction of this personal information and shall notify MPI in writing of the steps taken;
 - (xi) that monetary damages may not be a sufficient remedy for the unauthorized use or disclosure of this personal information, and that MPI may, without waiving any other rights or remedies, seek appropriate injunctive or equitable relief from a court of competent jurisdiction; and
 - (xii) if you receive a subpoena or other validly issued administrative or judicial order seeking this personal information, you shall provide prompt notice to MPI and deliver to MPI a copy of your proposed response to the demand. Unless the demand has been time-limited, quashed or extended, you shall thereafter be entitled to comply with the demand to the extent permitted or required by law. If so requested by MPI, and at the expense of MPI, you shall cooperate with MPI in the defence of the demand.

3.12 Compliance with applicable laws

In addition to the specific obligations mentioned in Section 3.10 and Section 3.11 above, you shall at all times comply with all laws which are applicable to your business and operations, and shall ensure that all of your employees, staff and other personnel do the same.

4.00 COMPLIANCE WITH POLICIES & PROCEDURES

4.01 Policies & Procedures

You agree to comply with all Policies & Procedures that are applicable to your business and operations. The Policies & Procedures can be found on the MPI Partners Website. You understand and accept that if you do not comply with any of the Policies &

Procedures, or if you have a Pattern of non-compliance with any the Policies & Procedures, then your accreditation may be suspended and/or MPI may refuse to do direct business with you. Any amendments to the Policies & Procedures will be developed by MPI in consultation with the ATA and MMDA.

NOTE: The following paragraphs highlight some of the Policies & Procedures that apply to your accreditation. However, the following paragraphs do not cover all Policies & Procedures, and therefore you are referred to the MPI Partners Website to review and ensure that you are in compliance with all of the Policies & Procedures applicable to your business and operations.

4.02 Recycled and Alternate Parts

When using recycled or alternate parts, you agree to comply with the Recycled Parts Program and the Alternate/Aftermarket Parts Program Policies & Procedures. These Policies & Procedures can be found on the MPI Partners Website.

4.03 MPI Intellectual Property and Systems

You may advertise and market to Customers that you are an accredited repair facility. However, prior to this advertising or marketing, you must contact the Quality Control Coordinator, who will confirm that you are in compliance with MPI's specific marketing and advertising rules and restrictions. You agree to comply with all of MPI's advertising and marketing rules and restrictions when advertising or marketing your accreditation status.

You shall not use any MPI Names, MPI logos, or any other trademark, logo, business name, trade name which is owned and/or used by MPI (the "**MPI Intellectual Property**"), without the prior written permission of MPI. You understand and accept that if you use any of the MPI Intellectual Property without first obtaining the prior written permission of MPI, your accreditation may be suspended and/or MPI may refuse to do direct business with you. Upon suspension of your accreditation, you must immediately remove the MPI Intellectual Property from your premises. Failure to immediately remove the MPI Intellectual Property from your premises may result in MPI initiating legal proceedings against you, including but not limited to, proceedings requesting injunctive relief.

You must comply with all procedures, technical requirements and security requirements related to your access to and use of any MPI computer systems, online systems, or other electronic systems, which may be used by you for your business operations. For greater certainty, MPI computer systems, online systems or other electronic systems include systems that are owned by MPI, hosted by MPI, licensed by MPI or otherwise operated by or on behalf of MPI.

4.04 Proper Repairs

You must complete repairs according to MPI's Estimate. You agree to use products (meaning parts and materials used in the repair process) and recognized repair methods that ensure the repairs meet safety and quality standards, based on I-CAR, OEM, or industry-accepted repair standards and methods.

4.05 Approval Required for Estimate changes

You shall not change an Estimate without first obtaining MPI's approval. Notwithstanding the foregoing, changes made to an Estimate which are due to part price updates from the manufacturer, do not require MPI's approval.

4.06 Proper signatures

Before starting repairs, you will ensure that Customers or their authorized representatives have read and signed the repair authorization located on the back of the Estimate. After completing repairs, you will ensure that Customers or their representatives have inspected the repairs and certified their satisfaction with the repairs by signing where indicated on the back of the Estimate. MPI may delay payment of the invoice until this requirement is satisfied.

4.07 Repair Delays

You agree to complete repairs promptly upon receiving the Customer's authorization. You understand that prompt completion of repairs is necessary for providing quality Customer service and for mitigating costs associated with loss of use. Undue delays in repairs must be reported promptly to MPI and the Customer. MPI will give you written notice if it determines that you have caused an undue delay. If you cause a Pattern of undue delays, MPI may recover from you the costs related to loss of use.

4.08 Temporary Repairs

If the Customer's vehicle is safely drivable or temporary repairs can be made to make it safely drivable, you must allow the Customer to continue to drive the vehicle until you can complete any outstanding repairs. Any costs to complete temporary repairs may be billed to MPI upon release of the vehicle.

4.09 Back-ordered Parts

You will only invoice MPI for the costs associated with Back-ordered Parts once the Back-ordered Parts are installed by you. You will ensure that the Customer inspects the work done by you and certifies that the Back-ordered Parts have been installed satisfactorily.

4.10 Certified repairs

One of your Signing Officers must sign the Estimate in order to certify that all the repairs listed have been completed and all itemized parts have been installed. You understand and accept that MPI may not pay for uncertified Estimates.

4.11 Provide a repair warranty

You agree to warrant repairs (including all parts and all labour) for a minimum period of one year from the date that the repairs were completed and the work has been certified as complete by the Customer.

4.12 No Giveaways

Giveaways of products or services related to repairs are not permitted. MPI may deduct the value of any Giveaways from the repair accounts which you submit.

4.13 Finder-fee Cards and Parts/Service Credits

You agree not to use Finder-fee Cards or issue Parts/Service Credits.

4.14 Collect deductibles, depreciation and taxes

You shall collect all deductibles, depreciation and applicable taxes from Customers shown on the Estimate. You shall not waive or otherwise offset any deductibles, depreciation or applicable taxes. However, you may providing financing to the Customer for the cost of any deductible or depreciation owing on your account, on condition that you enter into a written contract with the Customer. The contract must include the following conditions:

- the full amount financed must be repaid to you in a period not exceeding 90 days from the date repairs were completed (the “**Repayment Period**”); and
- failure to repay the full amount to you within the Repayment Period shall cause a fixed rate of interest to accrue on the amount owing, such rate to exceed the Bank of Canada’s Prime lending rate.

4.15 Use of own registered account number

You must always use your own registered account number, and you shall not use another repairer’s registered account number. You also shall not permit any other repairer to use your registered account number.

4.16 Correct amounts to be invoiced

MPI will adjust improperly invoiced amounts to the correct amounts and will issue payment to you based on the corrected amount. MPI will provide the reasons for the changes together with payment. MPI will provide written notice to you when the net change exceeds \$10.00. If you overcharge for a part, or charge for a new part when a recycled part was available, MPI will recover the difference in price (if applicable) from you.

4.17 Retaining salvage parts

When an Estimate provides that certain parts must be retained for salvage, you must retain these specified parts for a period of at least 35 days following MPI’s receipt of your invoice. Heavy Truck Exchange Program items are excluded from this requirement.

MPI may pick up these salvage parts from your facility within the above-mentioned time period. If during this time period, you fail to produce these parts for pickup, MPI has the right to recover from you, up to 25% of the parts’ invoiced value.

5.00 MPI PROMISES

5.01 Pay accounts within 30 days

MPI will pay your account within thirty (30) days of receipt, provided you have submitted your account promptly and correctly according to this agreement.

5.02 Deductibles/Depreciation

MPI will explain to Customers the contents of Estimates and the repair related procedures, including the requirement on the part of the Customer to pay any deductibles and/or depreciation. MPI will also clarify to the Customer any situations involving old damage or aftermarket and recycled parts if called for in the Estimate.

5.03 Notification of changes

MPI will notify you promptly of any changes to this agreement or to the Policies & Procedures negotiated on your behalf by the ATA and the MMDA.

MPI will provide estimate policy and procedure information to the ATA and MMDA and MPI will also post this information on the MPI Partners Website. MPI will discuss and review any future changes to procedures and/or practices with the ATA and MMDA prior to implementation.

5.04 Technology and Training

MPI will stay abreast of new repair techniques and equipment. From time to time, representatives from MPI and the automotive repair industry within Manitoba (including but not limited to: equipment suppliers, paint manufacturers and autobody material suppliers) will meet to discuss technological changes in repairing and estimating. MPI will also participate with the automotive repair industry in training courses for areas of mutual interest, e.g., I-CAR.

5.05 Reinspection of Repaired Vehicles

MPI will reinspect a number of repaired vehicles in all areas of Manitoba on a random and continuing basis, in order to satisfy itself and Customers that good quality, safe repairs are being completed in accordance with Estimate requirements.

6.00 SUSPENSION OF ACCREDITATION/REFUSAL TO DO BUSINESS

6.01 Written Notice of Suspension

You understand and agree that your accreditation will be suspended in accordance with the provisions of this agreement within 10 working days following receipt of written notice from MPI. MPI will provide the reasons for such suspension within the written notice. However, if you request a review of this suspension in accordance with section 7.02, the suspension (if ultimately upheld) will not commence until your receipt of the Accreditation Committee's decision. Upon suspension of your accreditation, you will only be eligible to regain your accreditation upon submitting another successful accreditation application. Your subsequent accreditation application will only be considered after a period of six months from the date that your accreditation was suspended, or when the period determined by the Accreditation Committee in the review process has elapsed.

6.02 Reasons for Suspension

Accreditation may be suspended for reasons including but not limited to the following:

- Failure to maintain minimum qualifications for accreditation.

- Deliberate attempt to defraud MPI or a conviction of fraud with respect to repair work for which MPI has made payment.
- Failure to collect deductibles.
- Submission of invoices for work done by other repairers. This does not include work done on a proper sublet basis for which separate invoices may be required.
- Making false statements on an application for accreditation.
- Surcharging on parts.
- Failure to comply with the Stolen Wrecked Vehicle Monitoring Program rules and regulations.
- Any Body Integrity Inspection Station that has its ability to perform Body Integrity Inspections revoked, suspended, or cancelled by MPI Vehicle Standards and Inspections.
- Billing for rental vehicles that are not supplied.
- A Pattern of billing for excessive time or additional days for rental vehicles.
- Failure to comply with any of the Policies & Procedures.
- Failure to comply with any term or condition of this agreement.
- Failure to comply with any law which is applicable to your business and operations.

6.03 Length of Suspension

MPI has the right to impose whatever length of suspension of your accreditation as MPI, in its sole discretion, acting reasonably, determines to be just in the circumstances. However, MPI agrees to limit first time collision accreditation suspensions (provided that the suspension is not for fraudulent activity) to a period not to exceed six (6) months, and for autoglass accreditation suspensions, to use the following schedules:

No Criminal Convictions

- First Offence – suspension will be for a six-(6) month period, at which time you may re-apply in writing to regain autoglass accreditation.
- Second Offence – suspension will be for a two (2) year period, at which time you may re-apply in writing to regain autoglass accreditation for a one (1) year Probationary Period.

Criminal Convictions

- Any Offence – suspension will be for a five (5) year period, at which time you may re-apply in writing to regain autoglass accreditation for a two (2) year Probationary Period.

NOTE: Where you have been convicted of a criminal offence related to a glass claim, you will not be afforded the right of review provided in article 7.00 below.

7.00 DISPUTE RESOLUTION

7.01 Resolving Disputes

Subject to section 6.03, the parties agree that the committee set out in this section (the “**Accreditation Committee**”) is the final arbiter of all disputes arising from this

agreement, and that the Accreditation Committee's decision shall be final and binding upon both parties. The Accreditation Committee is composed of five members, as follows:

- (a) A non-voting chairperson with no board or employment connection to MPI, the ATA or the MMDA and mutually agreed to by MPI, the ATA and the MMDA;
- (b) one member from the ATA;
- (c) one member from the MMDA; and
- (d) two MPI appointees.

7.02 Request for Review

Either you or MPI may ask the Accreditation Committee to review a dispute. You may ask the Accreditation Committee for a review of a dispute by applying to MPI in writing, as provided for in section 9.08.

7.03 Time Limit for Request

MPI must receive a written request for review from you within ten (10) working days after you have received written notice that your accreditation has been suspended and/or that MPI refuses to do direct business with you.

7.04 Notification of Review

Upon MPI's receipt of the above-mentioned request from you, you must wait for notification from MPI of the date, time and location of the review. Upon notification of the date, time and location of the review, you must attend in person at the appointed date, time and location. You may represent yourself at the review or be represented by a representative of your choice.

7.05 Presentation of Information

You or your representative, as applicable, may present information at the review which you determine to be related to, and relevant for resolving, the dispute. MPI may also present information at the review which it determines to be related to, and relevant for, resolving the dispute. During the review, the Accreditation Committee may ask you to answer questions in order to clarify any facts or issues related to the dispute.

7.06 Minutes

Minutes will be taken during the presentation of information at the review and will be available to the Accreditation Committee, to you or your representative (as applicable), to MPI, and to representatives of the ATA and the MMDA. However, all discussions of the Accreditation Committee during its decision process will remain confidential.

7.07 Decision to be Rendered

The Accreditation Committee shall provide a written decision with respect to the dispute as soon as possible after the review, but in any event not more than twenty (20) days from the date the review was completed.

7.08 Winning a Review

You are considered to have won the review if at least two members of the Accreditation Committee decide in your favour. MPI is considered to have won the review if at least three members of the Accreditation Committee decide in its favour.

8.00 TERM AND TERMINATION

8.01 Term

This agreement shall come into effect on the date that it is signed by both parties, and shall remain in effect unless it is terminated by either of the parties in accordance with the provisions of this agreement.

8.02 Termination for any reason with notice

Either party may terminate this agreement for any reason with ninety (90) days' prior written notice to the other party.

8.03 Termination automatic with suspension

This agreement shall be considered to be terminated automatically and immediately if your accreditation is suspended and/or if MPI refuses to continue to do direct business with you.

9.00 GENERAL PROVISIONS

9.01 Survival of Terms

The terms and conditions contained in this agreement that are intended to survive the termination of this agreement, shall survive any termination of this agreement.

9.02 Independent Contractor

You are an independent contractor, and the agreement does not create the relationship of employer and employee, of principal and agent, of joint venture, or of partnership between you and MPI or between MPI and any of your officers, employees or agents.

9.03 No Assignment

Neither you nor MPI shall assign or transfer this agreement or any of the rights or obligations under this agreement without first obtaining written permission from the other. No assignment or transfer of this agreement shall relieve a party of any obligations under this agreement, except to the extent they are properly performed by such party's permitted assigns.

9.04 Applicable Law

This agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba.

9.05 Waiver

Any failure or delay by either party to exercise or partially exercise any right contained in this agreement will not be deemed to be a waiver of such right. The waiver by either party of a breach of any term, condition or provision of the agreement shall not be construed as a waiver of any subsequent breach.

9.06 Performance of Necessary Acts

You agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.

9.07 Counterparts and Execution by Facsimile or Other Electronic Transmission

This agreement may be executed in any number of parts. Each such part will have the same effect as if both parties had signed the same document. All parts shall be construed together and shall constitute one agreement. The execution and delivery of this agreement by facsimile or other electronic transmission shall be sufficient to constitute proper execution and delivery of this agreement.

9.08 Notice

Any notice or other communication to you under this Agreement shall be in writing and shall be delivered personally, sent by facsimile or other electronic transmission, or sent by registered mail, postage prepaid to the address described on the general information sheet of your application.

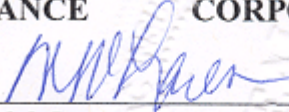
Any notice or other communication to MPI under this agreement shall be in writing and shall be delivered personally, sent by facsimile or other electronic transmission, or sent by registered mail, postage prepaid, to:

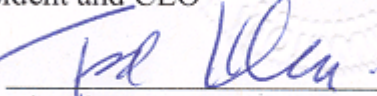
**Quality Control Department
P.O. Box 45064, Regent Postal Outlet
Physical Damage Centre
Manitoba Public Insurance
Winnipeg, MB, R2C 5C7
Facsimile: 204-985-1661**

Any notice or communication sent by facsimile or other electronic transmission shall be deemed to have been received on the next business day. Any notice or communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. If mail service is disrupted by labour controversy, notice shall be delivered personally.

This Agreement has been executed on behalf of MPI and by the below-named accreditee effective the date first above written.

for **THE MANITOBA PUBLIC
INSURANCE CORPORATION**

Per: 
Marilyn McLaren
President and CEO

Per: 
Ted Hlynsky
Vice President, Claims Control and Safety
Operations

for **[ACCREDITEE]**

Per: _____
Name:
Title: