

# *The Safety Fitness Regulations*

*being*

Chapter T-18.1 Reg 18 (effective June 27, 2014) as amended  
by Saskatchewan Regulations 51/2021.

## **NOTE:**

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

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## CHAPTER T-18.1 REG 18

### *The Traffic Safety Act*

#### PART 1

#### Preliminary Matters

##### Title

- 1 These regulations may be cited as *The Safety Fitness Regulations*.

##### Interpretation

- 2(1) In these regulations:

- (a) **“Act”** means *The Traffic Safety Act*;
  - (b) **“Appendix”** means the Appendix to these regulations;
  - (c) **“Class”**, with respect to a vehicle, means a class established pursuant to *The Vehicle Classification and Registration Regulations*.
- (2) For the purposes of Division 3 of Part VII of the Act:
- (a) **“carrier”** means, with respect to a commercial vehicle, the holder of:
    - (i) a certificate of registration for the commercial vehicle; or
    - (ii) a certificate or other document for that commercial vehicle that the administrator is satisfied is similar to a certificate of registration and that is issued by a provincial authority or agency of another province of Canada, or an agency of a state of the United States of America or Mexico, that is responsible for registering motor vehicles, maintaining road safety or monitoring the safety and fitness compliance of carriers;
  - (b) **“commercial vehicle”** means any of the following vehicles:
    - (i) a vehicle that:
      - (A) is registered in Class A, C, or D or that would be registered in Class A, C or D if that vehicle was registered in Saskatchewan;
      - (B) has a registered gross vehicle weight of 5 000 kilograms or greater.
    - (ii) a vehicle that:
      - (A) is registered in Class LV or that would be registered in Class LV if that vehicle was registered in Saskatchewan; and
      - (B) is being used for a commercial use and is not a farm vehicle; and
      - (C) has a registered gross vehicle weight of:
        - (I) 11 794 kilograms or greater; or
        - (II) if operated outside Saskatchewan, 5 000 kilograms or greater; or

(iii) a vehicle that:

(A) is registered in Class PB, PC or PS or that would be registered in Class PB, PC or PS if that vehicle was registered in Saskatchewan; and

(B) **Repealed.** 14 May 2021 SR 51/2021 s3.

4 Jly 2014 cT-18.1 Reg 18 s2; 14 May 2021 SR 51/2021 s3.

**Exemption from requirement for a safety fitness certificate**

**3(1)** A carrier is exempt from the requirement of obtaining a safety fitness certificate with respect to a vehicle if:

(a) the vehicle is an emergency vehicle as defined in *The Vehicle Equipment Regulations, 1987*;

(b) the vehicle is registered in Class A, C, D or LV and has a registered gross vehicle weight less than 11 794 kilograms;

(c) the carrier or driver of the vehicle has been issued a unique safety fitness certificate number from another province or territory of Canada; or

(d) the carrier or the driver of the vehicle:

(i) is registered with the Federal Motor Carrier Safety Administration of the United States of America and has a United States Department of Transport number; and

(ii) is not applying to register the vehicle in Saskatchewan.

(2) Notwithstanding subsection (1), on request of a carrier, the administrator may issue a safety fitness certificate to any vehicle if the administrator is satisfied that:

(a) it appropriate to do so; and

(b) it is not contrary to the *Motor Vehicle Transport Act* (Canada) and the regulations made pursuant to that Act to do so.

4 Jly 2014 cT-18.1 Reg 18 s3.

**Safety fitness certificate – additional requirements**

**3.1(1)** In addition to the requirements set out in subsection 100(1) of the Act, an applicant that intends to obtain a safety fitness certificate shall:

(a) satisfy the administrator that it has successfully completed the Carrier Knowledge Test established by the administrator; and

(b) at the time of applying to obtain a safety fitness certificate, pay the fee set out in the regulations for the Carrier Knowledge Test mentioned in clause (a).

(2) In addition to the requirements set out in subsection 100(1) of the Act and if required by the administrator, an applicant that intends to renew a safety fitness certificate shall:

(a) satisfy the administrator that it has successfully completed the Carrier Knowledge Test established by the administrator; and

(b) at the time of applying to renew a safety fitness certificate, pay the fee set out in the regulations for the Carrier Knowledge Test mentioned in clause (a).

14 May 2021 SR 51/2021 s4.

**Transportation legislation**

4 For the purposes of 104 of the Act, “**transportation legislation**” includes:

- (a) *The Dangerous Goods Transportation Act* or any regulations made pursuant to that Act;
- (b) the *Motor Vehicle Transport Act* (Canada) or any regulations made pursuant to that Act;
- (c) the *Motor Vehicle Safety Act* (Canada) or any regulations made pursuant to that Act;
- (d) the *Transportation of Dangerous Goods Act, 1992* (Canada) or any regulations made pursuant to that Act.

4 Jly 2014 cT-18.1 Reg 18 s4.

## PART II

### Insurance

**Cargo liability insurance policy**

5(1) Subject to subsections (3) and (4), for the purposes of section 103 of the Act, a carrier who operates a commercial vehicle that is not exempt from holding a safety fitness certificate and that has a registered gross vehicle weight of 11 794 kilograms or greater to transport general merchandise for hire shall furnish the administrator with a cargo liability insurance policy mentioned in subsection (2).

(2) A cargo liability insurance policy furnished to the administrator must:

- (a) consist of an insurance policy that insures against at least the perils and is subject to no further or greater exceptions or conditions than those contained in Form A in Part I of the Appendix;
- (b) provide insurance mentioned in the insurance policy mentioned in clause (a), with respect to each commercial vehicle covered by the insurance policy, for loss or damage occurring at any one time and place to the limit, having regard to the registered gross weight of the vehicle and the nature of the freight transported, of at least the following amount:
  - (i) if the registered gross weight of the commercial vehicle does not exceed 12 700 kilograms, \$15,000;
  - (ii) if the registered gross weight of the commercial vehicle exceeds 12 700 kilograms but does not exceed 21 000 kilograms, \$20,000;
  - (iii) if the registered gross weight of the commercial vehicle exceeds 21 000 kilograms but does not exceed 37 000 kilograms, \$27,000;
  - (iv) if the registered gross weight of the commercial vehicle exceeds 37 000 kilograms, \$32,000.

(3) Subsection (1) does not apply if:

- (a) the carrier operating the commercial vehicle is transporting merchandise owned by that carrier; or
- (b) the type of merchandise transported is exclusively coal, earth, fodder, manure, garbage, sand, gravel, sewage, clay, sod, water, stone or logs.

(4) Notwithstanding subsections (1) to (3), if, before the coming into force of these regulations, the board exempted a carrier who operates a commercial vehicle from obtaining a cargo liability insurance policy for a type of merchandise pursuant to a board order, that board order remains in force until:

- (a) that board order is revoked by the administrator; and
- (b) notice of the administrator's revocation is published in three consecutive editions of the Gazette.

(5) A carrier who operates a commercial vehicle with respect to which a cargo liability insurance policy has been furnished to the administrator shall immediately inform the administrator if the cargo liability insurance policy is terminated or cancelled or otherwise ceases to be in force.

4 Jly 2014 cT-18.1 Reg 18 s5.

#### Property damage insurance

6(1) In this section, “**motor vehicle liability policy**” means a policy of insurance that insures the carrier who operates a commercial vehicle, and every other person who with his or her consent operates the commercial vehicle, against liability imposed by law arising out of the ownership, use or operation of the commercial vehicle resulting from loss of or damage to any property, whether real or personal, of any person whether that person is a passenger in the commercial vehicle or not.

(2) Subject to subsection (4), any carrier who operates a commercial vehicle that is not exempt from the requirement of obtaining a safety fitness certificate shall file with the administrator a motor vehicle liability policy that complies with subsection (3).

(3) Every motor vehicle liability policy required pursuant to subsection (2) must provide the following insurance coverage, exclusive of interest and costs:

- (a) if transporting general merchandise:
  - (i) \$2,000,000 for each commercial vehicle used to transport dangerous goods:
    - (A) that are set out in Column 2 of Schedule 1 to the *Transportation of Dangerous Goods Regulations*, SOR/2008-34, in the quantities set out in Column 6 of that Schedule to those regulations; and
    - (B) with respect to which an emergency response assistance plan is required to be filed with the Minister or a designated person, pursuant to Part 7 of the *Transportation of Dangerous Goods Regulations*, SOR/2008-34;
  - (ii) \$1,000,000 in all other cases;
- (b) if transporting passengers:
  - (i) \$1,000,000 for 15 or fewer passengers; and
  - (ii) \$3,000,000 for 16 or more passengers.

(4) The administrator may accept a bond that meets the requirements of subsection (5) in place of a motor vehicle liability insurance policy.

- (5) For the purposes of subsection (4), the bond:
- (a) must be in the same amount that is required in the case of a motor vehicle liability insurance policy; and
  - (b) must be in a form and contain those terms and conditions that the administrator considers appropriate for the purposes of this section.

4 Jly 2014 cT-18.1 Reg 18 s6.

#### **Bodily injury insurance**

7(1) In this section, “**motor vehicle liability policy**” means a policy of insurance that insures the carrier operating a commercial vehicle, and every other person who with his or her consent operates the commercial vehicle, against liability imposed by law arising out of the ownership, use or operation of the commercial vehicle resulting from bodily injury to or the death of any person, whether that person is a passenger in the commercial vehicle or not.

(2) Subject to subsection (4), any carrier who operates a commercial vehicle that is not exempt from the requirement of obtaining a safety fitness certificate shall file with the administrator a motor vehicle liability policy that complies with subsection (3).

(3) Every motor vehicle liability policy required pursuant to subsection (2) must provide the following insurance coverage, exclusive of interest and costs:

- (a) if transporting general merchandise:
  - (i) \$2,000,000 for each commercial vehicle used to transport dangerous goods:
    - (A) that are set out in Column 2 of Schedule 1 to the *Transportation of Dangerous Goods Regulations*, SOR/2008-34, in the quantities set out in Column 6 of that Schedule to those regulations; and
    - (B) with respect to which an emergency response assistance plan is required to be filed with the Minister or a designated person, pursuant to Part 7 of the *Transportation of Dangerous Goods Regulations*, SOR/2008-34;
  - (ii) \$1,000,000 in all other cases;
- (b) if transporting passengers:
  - (i) \$1,000,000 for 15 or fewer passengers; and
  - (ii) \$3,000,000 for 16 or more passengers.

(4) The administrator may accept a bond that meets the requirements of subsection (5) in place of a motor vehicle liability insurance policy.

- (5) For the purposes of subsection (4), the bond:
- (a) must be in the same amount that is required in the case of a motor vehicle liability insurance policy; and
  - (b) must be in a form and contain those terms and conditions that the administrator considers appropriate for the purposes of this section.

4 Jly 2014 cT-18.1 Reg 18 s7.

**Verification of insurance**

8(1) The administrator may, at any time, request, in writing, an insurer to provide information satisfactory to the administrator to establish that a carrier who operates a commercial vehicle with respect to which a motor vehicle liability policy mentioned in section 6 or 7 is required has the motor vehicle liability policy.

(2) An insurer shall provide the information to the administrator within 15 days after receiving the administrator's written request.

4 Jly 2014 cT-18.1 Reg 18 s8.

### PART III Penalties

**Interpretation and application of Part**

9(1) In this Part:

(a) **“monetary penalty”** means the dollar amount assigned to a safety violation as set out in Part II of the Appendix;

(b) **“safety violation”** means either:

(i) a conviction for an offence set out in Part II of the Appendix; or

(ii) a decision of the administrator following an administrative investigation pursuant to Part VIII of the Act that a carrier or carrier's driver has failed to comply with a statutory requirement identified in Part II of the Appendix, regardless of whether there has been a conviction through the courts.

(2) This Part applies only to those carriers required to hold a safety fitness certificate pursuant to section 99 of the Act.

4 Jly 2014 cT-18.1 Reg 18 s9.

**Administrative inspection (audit) penalties**

10(1) Subject to subsections (2) to (5), for the purposes of subsection 102.1(2) of the Act, the carrier or driver, or the carrier and driver, shall pay a monetary penalty equal to the sum of the dollar amount for each separate safety violation assessed by the administrator against the carrier or the driver.

(2) The dollar amount for each safety violation assessed against the carrier or driver by the administrator must be determined based on the carrier's fleet size as set out in Part II of the Appendix.

(3) Notwithstanding subsection (2), if the carrier is transporting passengers for hire, the carrier or driver, or the carrier and driver, shall pay double the dollar amount for each safety violation assessed against the carrier or driver that would otherwise be payable for each safety violation.

(4) A carrier shall pay the monetary penalty imposed pursuant to subsection (1) within the time determined by the administrator and set out in the direction provided to the carrier pursuant to section 102.1 of the Act.



- (4) A carrier or a driver, or a carrier and driver, shall pay the monetary penalty imposed pursuant to subsection (1) within the time determined by the administrator and set out:
- (a) in the case of a carrier, in the direction provided to the carrier pursuant to section 102.1 of the Act; or
  - (b) in the case of a driver, in a notice provided to the driver by the administrator.
- (5) If a monetary penalty is imposed on a carrier or a driver pursuant to this section and, in a subsequent administrative inspection pursuant to Part VIII of the Act, the administrator determines that the carrier or the driver has previously been assessed a monetary penalty for the same safety violation, the carrier or the driver, or the carrier and driver, shall pay:
- (a) double the monetary penalty otherwise payable for the safety violation, if this is the second determination that the carrier or driver committed the safety violation; or
  - (b) triple the monetary penalty otherwise payable for the safety violation, if this is the third or subsequent determination that the carrier or driver committed the safety violation.
- (6) In the case of a monetary penalty assessed against a carrier, if the carrier fails to pay the monetary penalty within the period mentioned in subsection (4), the administrator may cancel the registration of the carrier's commercial vehicle and shall refuse to do any further business with the carrier concerning the carrier's commercial vehicle until the monetary penalty is paid.

4 Jly 2014 cT-18.1 Reg 18 s10; 14 May 2021 SR 51/2021  
s6.

#### **Compliance penalties**

- 11(1) Subject to subsections (2) to (4), for the purposes of clause 102.2(1)(b) of the Act, a carrier shall pay the amount prescribed in Part III of the Appendix based on the fleet size of the carrier at the time the monetary penalty is assessed.
- (2) Notwithstanding subsection (1), if the carrier is transporting passengers for hire, the carrier shall pay double the dollar amount that would otherwise be payable for failing to comply with the direction pursuant to section 102.1 of the Act.
- (3) A carrier shall pay the monetary penalty imposed pursuant to subsection (1) within the time determined by the administrator and set out in the written notice provided to the carrier pursuant to subsection 102.2(2) of the Act.
- (4) If a monetary penalty has been previously imposed on a carrier pursuant to this section, the carrier shall pay:
- (a) double the monetary penalty otherwise payable for the safety violation, if this is the second time that the carrier has failed to comply with a direction pursuant to section 102.1 of the Act; or
  - (b) triple the monetary penalty otherwise payable for the safety violation, if this is the third or subsequent time that the carrier has failed to comply with a direction pursuant to section 102.1 of the Act.
- (5) If the carrier fails to pay the monetary penalty within the period mentioned in subsection (3), the administrator may cancel the registration of the carrier's vehicle and shall refuse to do any further business with the carrier concerning the carrier's commercial vehicle until the monetary penalty is paid.

4 Jly 2014 cT-18.1 Reg 18 s11.

PART IV  
**Coming into Force**

**Coming into force**

**12(1)** Subject to subsection (2), these regulations come into force on the day on which section 10 of *The Traffic Safety Amendment Act, 2014* comes into force.

(2) If these regulations are filed with the Registrar of Regulations after the day on which section 10 of *The Traffic Safety Amendment Act, 2014* comes into force, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

4 Jly 2014 cT-18.1 Reg 18 s12.

**Appendix**

PART I  
**Form A**

CARGO LIABILITY INSURANCE POLICY

[Clause 5(2)(a)]

**Insuring Agreements**

1 The insurer agrees to indemnify the insured for direct loss or damage caused by any peril specifically mentioned in paragraph 4 of this policy arising from the legal liability of the insured as a carrier or bailee under bills of lading or shipping receipts issued by the insured on lawful goods and merchandise.

2 This policy only covers goods accepted by the insured for shipment while in transit in or on the motor vehicle owned and operated by the insured and described in the certificate issued under this policy to the insured.

3 This policy attaches from the time the goods for which the insured is legally liable as a carrier and that leave the warehouse, residence, store or factory of the shipper or place of pick up until safely delivered to the place of delivery, and only while the goods are actually in transit, and in no event will this policy cover after the goods have ceased to be at the risk of the insured.

4 This policy insures against direct loss or damage to the goods caused by:

- (a) fire, including self-ignition, internal explosion and lightning;
- (b) perils of the lakes, rivers and inland waters, while on ferries only;
- (c) accidental collision of the transporting motor vehicle with any other automobile, vehicle or object;
- (d) overturning of the transporting motor vehicle;
- (e) collapse of bridges;
- (f) theft of an entire shipping package, excluding all pilferage;
- (g) accidental collision of any part or all of the contents of the transporting motor vehicle with any other vehicle or with an object outside the transporting motor vehicle, excluding, however, loss or damage caused by dropping or rough handling of cargo while loading or unloading and in any event while off the transporting motor vehicle; or
- (h) coming together of truck and trailer during coupling or uncoupling.

- 5 The insurer's liability is limited to the specific amount set opposite the description of the motor vehicle in the certificate.
- 6 This policy does not insure:
- (a) accounts, bills, currency, deeds, evidences of debt, money, notes, securities or other similar valuables, bullion or precious stones;
  - (b) loss or damage caused by the neglect of the insured to use all reasonable means to save and preserve the goods at and after any disaster insured against;
  - (c) loss of or damage to paintings, statuary and other works of art and articles of virtu, unless absolute total loss;
  - (d) loss or damage due to shifting of the load in the transporting motor vehicle, poor or insufficient packing or rough handling;
  - (e) breakage or leakage, unless directly caused by a peril insured against;
  - (f) loss or damage caused by the transporting motor vehicle coming in contact with any portion of the roadbed or by striking the rails or ties of street, steam or electric railroads;
  - (g) loss of or damage to goods by decay, wetness, dampness, being spotted, discolouring, mould, rust, frost, rotting, souring, steaming or changes in flavour unless directly caused by a peril insured against;
  - (h) loss or damage caused by:
    - (i) strikers, locked-out workers or persons taking part in labour disturbances or arising from riot, civil commotion, capture, seizure or detention or from any attempt at those things or the consequences of those things;
    - (ii) war, invasion, hostilities, rebellion, insurrection, seizure or confiscation by order of any government or public authority or risks of contraband or illegal transportation or trade;
    - (iii) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  - (i) loss of or damage to goods or merchandise that are the property of the carrier;
  - (j) the liability of the insured except to owners of goods insured pursuant to this policy;
  - (k) damage to the commercial motor vehicle, tarpaulins, fittings or goods carried gratuitously or as an accommodation;
  - (l) livestock except against accident causing death or rendering death necessary in consequence of any of the perils insured against;
  - (m) loss by breakage of eggs unless resulting from one of the perils insured against and only if loss amounts to 50% of the value of each shipping package, and no loss on that commodity is to be paid in excess of \$200;
  - (n) loss or damage by theft or larceny by any person or persons employed by the insured.

### Special Conditions

**1 Description of Motor Vehicle:** Wherever the term “motor vehicle” is used in this policy, it is deemed to cover only the motor vehicle, trailer or semi-trailer described in the certificate issued to the insured under this policy.

**2 Permission to Interchange:** Permission is hereby granted to interchange any motor vehicle, trailer or semi-trailer described in the individual certificate of insurance.

**3 Notice and Proof of Loss and Payment:**

(1) The insured shall immediately report in writing to this insurer every loss or damage that may become a claim pursuant to this policy and shall also file with the insurer within 90 days after the date of loss a detailed sworn proof of loss or damage.

(2) Failure by the insured to report the loss or damage and to file that sworn proof of loss or damage as provided in this policy invalidates any claim under this policy.

(3) All adjusted claims are due and payable 60 days after presentation and acceptance of proof of interest and loss or damage at the office of the insurer.

(4) The insurer has the right to adjust and settle losses pursuant to this policy with the actual owners of the goods, and the payment to those owners or to the general order of the insured and to those owners of the amount due from this insurer for goods lost or damaged is deemed to be in full satisfaction of the claim of the insured for that loss.

(5) If suit is brought against the insured to enforce a claim under this policy, the insured shall immediately forward to the insurer every summons or other process as soon as the summons or other process has been served on him or her, and the insurer may, at its own cost, defend the suit in the name and on behalf of the insured.

(6) The insured, whenever requested by the insurer, shall aid in effecting settlements, securing information and evidence and the attendance of witnesses and in prosecuting appeals, but the insured shall not voluntarily assume any liability, interfere in any negotiations for settlement or in any legal proceedings or incur any expense or settle any claim except at his or her own cost without the written consent of this insurer being previously given.

**4 Sue and Labour:**

(1) In case of any loss resulting from any peril insured against, the insured hereby engages for himself or herself or themselves, his, her or their factors, servants or assigns to sue, labour or travel and to use all reasonable and proper means for the security, preservation, relief and recovery of all or part of the goods lost or damaged.

(2) It is an express condition of this policy that in the event of disaster the contents of cargo of the motor vehicle shall not be abandoned or left without a responsible person in charge.

(3) In event of expenditure for salvage, salvage charges or sue and labour expenses, the liability under this policy is limited to the proportion of those amounts that the amount insured bears to the whole value of the goods directly involved in the disaster, but there can be no abandonment to the insurer of those goods.

**5 Other Insurance:** In the event that there is any other insurance of the same interest covering the same goods at the time of the happening of a loss with respect to those goods, the insurer is liable only for payment of a rateable proportion of the loss.

**6 Subrogation:**

(1) In all cases of loss, the insured shall, at the request of the insurer or its agents, assign and subrogate all their rights and claims against others to this insurer to an amount not exceeding the sum paid by the insurer and permit suit to be brought in the insured's name, but at the insurer's expense, and the insured further agrees to render all reasonable assistance in the prosecution of that suit.

(2) The insurer is not liable for any loss which, without its consent, has been settled or compromised with others who may be liable for that loss.

**7 Suit Against Insurer:** No suit or action on this policy for the recovery of any claim is sustainable in any court unless the insured has fully complied with all the requirements of this policy or unless the suit or action is commenced within the 12 months after the day on which the loss or damage occurred.

**8 Automatic Reinstatement:** Any loss under this policy does not reduce the amount of insurance.

**9 Cancellation:**

(1) This policy or a certificate issued under this policy may be cancelled:

(a) at any time at the request of the insured and with consent of the administrator; or

(b) by the insurer by giving 30 days' notice of cancellation to the insured and the administrator.

(2) If this policy or a certificate issued under this policy is cancelled as provided in this policy, the premium having actually been paid:

(a) the unearned portion must be returned to the insured on surrender of this policy or certificate issued pursuant to this policy; and

(b) subject to subsection (3), the insurer may retain the premium paid above the minimum premium at the customary short rate for the time that the policy or certificate has been in force.

(3) For the purposes of clause (2)(b), if this policy is cancelled by this insurer by giving notice, the insurer may retain only the *pro rata* premium.

(4) Notice of cancellation to the last known address of the insured is a sufficient notice to the insured.

**10 Agent of Insured:** If any party or parties other than the insured have procured this policy, a certificate issued pursuant to this policy, or any renewal of or endorsement on this policy, that party or those parties are deemed to be the agent of the insured and not of the insurer in any and all transactions and representations relating to this insurance.

**11 Valuation Clause:**

(1) Subject to subsection (2), all goods and merchandise for which the insured's liability is insured pursuant to this policy are, by agreement, valued at the amount of invoice or, if not under invoice, at cash market value on the date and at the place of shipment.

(2) For the purposes of subsection (1), the liability of the insurer must not exceed the value as shown in shipping costs or bills of lading, if any.

**12 Set or Part Clause:** In the event of loss or damage as a result of a peril insured against to any article consisting, when complete for sale or use, of several parts, the insurer is only liable for an amount not exceeding the value of the part lost or damaged.

**13 Labels:** In case of loss affecting labels, capsules or wrappers, the loss is to be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers, and reconditioning the goods.

<b>PART II</b> <b>Administrative Inpsection (Audit) Penalty Amount</b> <b>For Each Safety Violation</b> <i>[Section 10]</i>					
<b>Safety Violation</b>	<b>Penalty amount per safety violation on fleet size</b>				
	<b>COLUMN 1 Fleet size 1 to 4 vehicles</b>	<b>COLUMN 2 Fleet size 5 to 10 vehicles</b>	<b>COLUMN 3 Fleet size 11 to 20 vehicles</b>	<b>COLUMN 4 Fleet size 21 to 50 vehicles</b>	<b>COLUMN 5 Fleet size more than 50 vehicles</b>
<b>DIVISION 1. <i>The Commercial Vehicle and Drivers (Record-Keeping)</i></b> <b><i>Regulations R.R.S. c.H-3.1 Reg 22</i></b>					
1-1 Failure to maintain a written record of any conviction against a driver for an offence committed while the driver was operating the carrier's commercial vehicle.  <i>s. 3 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
1-2 Failure to maintain a copy of the driver's licence (including all documents deemed to be part of the driver's licence) and driving record.  <i>s. 4 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

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1-3 Failure to maintain an up-to-date copy of the driver's driving record for the past 12 months and the driver's licence, including all documents deemed to be part of the driver's licence. <i>s. 4 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
1-4 Failure to maintain a written record for each driver who operates the carrier's commercial vehicles of all accidents involving the commercial carrier's vehicles. <i>s. 5 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
1-5 Failure to maintain a written record of all training or upgrading respecting the transportation of dangerous goods that is undertaken by each driver who operates the carrier's commercial vehicles. <i>s. 6 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00



1-6 Failure to maintain a copy of all repairs, on-road/terminal inspections, any report prepared in other jurisdictions, periodic motor vehicle inspections, notice of any manufacturer's defects and maintenance records for each of the carrier's commercial vehicles. <i>s. 7 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
1-7 Failure to maintain a written record of the carrier's public liability insurance coverage. <i>s. 8 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
1-8 Failure to keep and maintain all commercial records under this Regulation during the year to which the record relates and for 4 years thereafter. <i>s. 9 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

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1-9 Failure to keep and maintain all commercial records in the carrier's registered office in Saskatchewan. <i>s. 10 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
1-10 Failure of the driver to report to the carrier every 14 days any reportable conviction or accident or to provide copies of on road/ terminal inspections. <i>s. 11 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
<b>DIVISION 2. <i>The Traffic Safety Act</i>, S.S. 2004, c.T-18.1</b>					
2-1 Failure to have a valid safety fitness certificate. <i>s. 99 The Traffic Safety Act</i>	\$1,000.00	\$2,000.00	\$3,000.00	\$5,000.00	\$10,000.00
2-2 Withhold, destroy, alter, conceal or refuse to produce any records or property that a peace officer or person appointed by the administrator reasonably requires for the purposes of an inspection or an investigation pursuant to any transportation legislation. <i>ss. 109(1) The Traffic Safety Act</i>	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00

2-3 Fail to keep and maintain any records required pursuant to any transportation legislation. <i>ss. 109(2) The Traffic Safety Act</i>	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00
2-4 Operating or causing to be operated a vehicle without a vehicle inspection certificate. <i>ss. 116(1) The Traffic Safety Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
2-5 Driving a motor vehicle on a highway without an appropriate driver's licence. <i>ss. 32(1) The Traffic Safety Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
<b>DIVISION 3. <i>The Dangerous Goods Transportation Act</i>, S.S. 1984-85-86, c.D 1.2</b>					
3-1 Failure to ensure dangerous goods documentation accompanies dangerous goods consignment. <i>clause 6(a) The Dangerous Goods Transportation Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
3-2 Failing to ensure dangerous goods documentation accompanies dangerous goods consignment where an Emergency Response Assistance Plan is required on the shipping document. <i>clause 6(a) - The Dangerous Goods Transportation Act s.6(a)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
3-3 Handling, offering for transport or transporting dangerous goods without proper documentation. <i>clause 6(a) - The Dangerous Goods Transportation Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

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3-4 Not being a trained person, handling, offering for transport or transporting dangerous goods.  clause 6(a) - <i>The Dangerous Goods Transportation Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
3-5 Directing a person who is not a trained person to handle, offer for transport or transport dangerous goods without the direct supervision of a trained person.  clause 6(a) - <i>The Dangerous Goods Transportation Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
3-6 Directing a person who is not a trained person to handle, offer for transport or transport dangerous goods without the direct supervision of a trained person where an Emergency Response Assistance Plan is required for handling, offering for transport or transporting dangerous goods.  clause 6(a) - <i>The Dangerous Goods Transportation Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

<p>3-7 Failing to immediately report lost or stolen dangerous goods:</p> <p>(a) to the local police respecting Class 1 explosives, Class 6.2 infectious substances or Class 7 radioactive material;</p> <p>(b) to CANUTEC at (613) 996-6666 respecting Class 6.2 infectious substances.</p> <p>clause 6(a) - <i>The Dangerous Goods Transportation Act</i></p>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
<b>DIVISION 4. <i>The Commercial Vehicles Hours of Service Regulations, R.R.S. c.H-3.1 Reg 12</i></b>					
<p>4-1 Driving a commercial vehicle or requesting, requiring or permitting another person to drive a commercial vehicle without 8 consecutive hours of off-duty time.</p> <p>s.3 <i>The Commercial Vehicles Hours of Service Regulations</i></p>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
<p>4-2 Driving a commercial vehicle or requesting, requiring or permitting another person to drive a commercial vehicle in excess of the prescribed daily limits.</p> <p>s.6 <i>The Commercial Vehicles Hours of Service Regulations</i></p>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

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4-3 Failing to keep or maintain a driver's daily log or to ensure that drivers keep and maintain a driver's daily log. <i>s.14 The Commercial Vehicles Hours of Service Regulations</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
4-4 Failing to complete a driver's daily log as prescribed. <i>s.14 The Commercial Vehicles Hours of Service Regulations</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
4-5 Driving a commercial vehicle or requiring or permitting a person to drive a commercial vehicle without a driver's daily log completed up to last change in duty status. <i>s.16 The Commercial Vehicles Hours of Service Regulations</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
4-6 Driving or permitting to be driven a commercial vehicle with respect to which more than one daily log is maintained or with respect to which the daily log for the commercial vehicle is falsified or permitted to be falsified. <i>s.17 The Commercial Vehicles Hours of Service Regulations</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
4-7 Failing to keep and maintain daily logs for six month. <i>s.19 The Commercial Vehicles Hours of Service Regulations</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

<b>DIVISION 5. <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada) SOR/2005 313</b>					
5-17 Fail to complete or require a driver to complete a record of duty status that accounts for all on-duty and off-duty time. <i>ss. 81(1) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-18 Fail to complete the driver's record of duty status in the manner prescribed. <i>ss. 82(1) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-19 Fail to require the carrier's driver to record in the driver's record of duty status the hours in each duty status during the day covered by the record of duty status and the location of the driver each time that driver's duty status changes. <i>ss. 82(2) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-20 Fail to require the carrier's driver to record and sign the record of duty status indicating the total hours for each duty status and the total distance driven by the driver that day, including the odometer reading at the end of the day. <i>ss. 82(3) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

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5-21 Request, require or allow a driver to drive a commercial vehicle without maintaining in that driver's possession a copy of the record of duty status for the preceding 14 days. paragraph 84(a) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-22 Request, require or allow a driver to drive a commercial vehicle without maintaining in that driver's possession a copy of the record of duty status current up to the last change in the driver's duty status. paragraph 84(b) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-23 Request, require or allow a driver to drive a commercial vehicle without maintaining in that driver's possession a copy of any supporting documents or other relevant records that the driver received in the course of the current trip. paragraph 84(c) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00



5-24 Fail to ensure that the carrier's driver has forwarded the original record of duty status and supporting documents to the home terminal within 20 days. ss. 85(1) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-25 Fail to keep the record of duty status and supporting documents for each driver for a period of 6 months. paragraph 85(3)(b) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-26 Request, require or allow a driver to keep more than 1 record of duty status in respect of any day. ss. 86(1) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-27 Request, require or allow a driver to enter inaccurate information in a daily log or falsify, mutilate or deface a record of duty status. ss. 86(2) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-28 Fail to monitor a driver's compliance with the regulations. ss. 87(1) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$500.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00

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5-29 Fail to take immediate action for a driver's non-compliance with the regulations. <i>ss. 87(2) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$500.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00
5-30 Fail to immediately produce or give a copy, at the request of an inspector, of record of duty status, supporting documents and other relevant records. <i>s. 98 Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00
5-31 Request, require or allow a driver to operate a commercial vehicle without an ELD that meets the requirements of the Technical Standard <i>s. 77 Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$500.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00
5-32 Driver failed to notify carrier of an ELD malfunction or data diagnostic code. <i>s. 78 Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-33 Carrier failed to replace or repair an ELD malfunction or data diagnostic code. <i>ss. 78(5) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$500.00	\$500.00	\$1000.00	\$2,500.00	\$5,000.00

5-34 Carrier failed to maintain a register of ELD malfunction or data diagnostic codes for ELD installed or used in a commercial vehicle that it operates for which a malfunction was noticed in the prescribed manner. <i>ss. 78(6) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$500.00	\$500.00	\$1000.00	\$2,500.00	\$5,000.00
5-35 Carrier failed to maintain a register of ELD malfunction or data diagnostic codes for ELD installed or used in a commercial vehicle that it operates for which a malfunction was noticed in the prescribed manner. <i>ss. 78(7) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$500.00	\$500.00	\$1000.00	\$2,500.00	\$5,000.00
5-36 Driver failed to certify the accuracy of the driver's record of duty status <i>s. 78.2 Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-37 Carrier failed to verify the accuracy of a drivers record of duty status. <i>ss. 78.3(1) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$500.00	\$500.00	\$1000.00	\$2,500.00	\$5,000.00
5-38 Driver failed to accept or reject the changes required by the motor carrier. <i>ss. 78.3(2) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

PART III					
PENALTY AMOUNT FOR FAILURE TO COMPLY WITH SAFETY DIRECTIVE					
<i>[Section 11]</i>					
	Penalty amount for non-compliance based on fleet size				
	COLUMN 1 Fleet size 1 to 4 vehicles	COLUMN 2 Fleet size 5 to 10 vehicles	COLUMN 3 Fleet size 11 to 20 vehicles	COLUMN 4 Fleet size 21 to 50 vehicles	COLUMN 5 Fleet size more than 50 vehicles
Penalty for failing to comply with safety directive.	\$500.00	\$1,000.00	\$1,500.00	\$2,500.00	\$5,000.00

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