

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;

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- (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.

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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.

PART II ADMINISTRATIVE INPECTION (AUDIT) PENALTY AMOUNT FOR EACH SAFETY VIOLATION [Section 10]					
Safety Violation	Penalty amount per safety violation 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
DIVISION 1. <i>The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i> R.R.S. c.H-3.1 Reg 22					
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
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

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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
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. s. 11 <i>The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
DIVISION 2. <i>The Traffic Safety Act</i>, S.S. 2004, c.T-18.1					
2-1 Failure to have a valid safety fitness certificate. s. 99 <i>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. ss. 109(1) <i>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. ss. 109(2) <i>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. ss. 116(1) <i>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. ss. 32(1) <i>The Traffic Safety Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

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DIVISION 3. <i>The Dangerous Goods Transportation Act</i>, S.S. 1984-85-86, c.D 1.2					
3-1 Failure to ensure dangerous goods documentation accompanies dangerous goods consignment. clause 6(a) <i>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. clause 6(a) - <i>The Dangerous Goods Transportation Act</i> s.6(a)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
3-3 Handling, offering for transport or transporting dangerous goods without proper documentation. clause 6(a) - <i>The Dangerous Goods Transportation Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
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
3-7 Failing to immediately report lost or stolen dangerous goods: (a) to the local police respecting Class 1 explosives, Class 6.2 infectious substances or Class 7 radioactive material; (b) to CANUTEC at (613) 996-6666 respecting Class 6.2 infectious substances. clause 6(a) - <i>The Dangerous Goods Transportation Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
DIVISION 4. <i>The Commercial Vehicles Hours of Service Regulations, R.R.S. c.H-3.1 Reg 12</i>					
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. s.3 <i>The Commercial Vehicles Hours of Service Regulations</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
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. s.6 <i>The Commercial Vehicles Hours of Service Regulations</i>	\$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
DIVISION 5. Commercial Vehicle Drivers Hours of Service Regulations (Canada) SOR/2005 313					
5-1 Request, require or allow a driver to drive after the driver has accumulated 13 hours of driving time in a day. <i>ss. 12(1) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

5-2 Request, require or allow a driver to drive after the driver has accumulated 14 hours of on-duty time in a day. ss. 12(2) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-3 Request, require or allow a driver to drive after the driver has accumulated 13 hours of driving time without taking at least 8 consecutive hours of off-duty time before driving again. ss. 13(1) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-4 Request, require or allow a driver to drive after the driver has accumulated 14 hours of on-duty time without taking at least 8 consecutive hours of off-duty time before driving again. ss. 13(2) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-5 Request, require or allow a driver to drive after 16 hours of time has elapsed between the conclusion of the most recent of 8 or more consecutive hours off-duty time and the beginning of the next 8 or more consecutive hours of off-duty time. ss. 13(3) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-6 Fail to ensure a driver takes at least 10 hours of off-duty time in a day. ss. 14(1) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

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5-7 Request, require or allow a driver to drive without taking off-duty time, other than the mandatory 8 consecutive hours, in blocks of no less than 30 minutes each. ss. 14(2) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-8 Request, require or allow a driver to drive without allowing the driver at least 2 hours of off-duty time that does not form part of the mandatory 8 consecutive hours of off-duty time. ss. 14(3) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-9 Request, require or allow a driver to begin to drive again without first taking at least 8 consecutive hours of off-duty time. ss. 18(3) & 19(3) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-10 Fail to require a driver to follow either cycle 1 or cycle 2 as defined in these regulations. s. 24 <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-11 Request, require or allow a driver to drive without allowing the driver to take at least 24 consecutive hours off-duty in the preceding 14 days. s. 25 <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-12 Request, require or allow a driver to drive after the driver has accumulated 70 hours of on-duty time in any 7-day period. s. 26 <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

5-13 Request, require or allow a driver who is following cycle 2 to drive after the driver has accumulated 120 hours of on-duty time in any 14-day period. <i>clause 27(a) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-14 Request, require or allow a driver who is following cycle 2 to drive after the driver has accumulated 70 hours of on-duty time without having taken at least 24 consecutive hours off-duty time. <i>clause 27(b) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-15 Request, require or allow a driver to switch from one cycle to another without taking the required off-duty time. <i>s. 29 Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-16 Request, require or allow a driver to drive a commercial vehicle contrary to the terms and conditions of a permit. <i>ss. 67(2) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-17 Fail to complete daily log or require a driver to complete a daily log 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 daily log 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

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5-19 Fail to require the carrier's driver to record in the driver's log the hours in each duty status during the day covered by the daily log and the location of the driver each time his or her 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 daily log 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
5-21 Request, require or allow a driver to drive a commercial vehicle without maintaining in his or her possession a copy of the daily logs for the preceding 14 days. <i>clause 84(a) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$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 his or her possession a copy of the daily logs current up to the last change in the driver's duty status. <i>clause 84(b) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$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 his or her possession a copy of any supporting documents or other relevant records that the driver received in the course of the current trip. clause 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 daily logs 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 daily logs and supporting documents for each driver for a period of six months. clause 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 one daily log 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 daily log. 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. ss. 87(2) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$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 daily logs, supporting documents and other relevant records. s. 98 <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00
DIVISION 6. <i>The Trip Inspection Regulations</i> R.R.S. c.H-3.01 Reg 11					
6-1 Fail to provide a driver with a copy of an applicable inspection schedule. ss. 5(1) <i>The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
6-2 Permit a person to operate one of its commercial vehicles without an applicable inspection schedule. ss. 5(4) <i>The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
6-3 Permit a person to operate or operated a commercial vehicle without being inspected in accordance with the regulations. s. 9 <i>The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
6-4 Fail to repair a defect reported to the carrier. s. 14 <i>The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
6-5 Permit a person to operate or operated a commercial vehicle on a public highway that has a major defect. s. 15 <i>The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

6-6 Permit a person to operate a commercial vehicle on a highway without an applicable inspection report. <i>s. 16 The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
6-7 Fail to keep and maintain daily inspection reports for six months. <i>s. 18 The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
6-8 Fail to keep and maintain any certification for repair for six months. <i>s. 18 The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

14 May 2021 SR 51/2021 s7.

PART III PENALTY AMOUNT FOR FAILURE TO COMPLY WITH SAFETY DIRECTIVE [Section 11]					
	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