

**Order No. 85/22**

**MANITOBA PUBLIC INSURANCE CORPORATION (MPI OR THE CORPORATION):  
PROCEDURAL ORDER FOR THE 2023/24 GENERAL RATE APPLICATION**

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**July 29, 2022**

**BEFORE: Irene A. Hamilton, Q.C., Panel Chair  
Robert Gabor, Q.C., Chair  
Susan Nemec, FCPA, FCA, Member**

## TABLE OF CONTENTS

SUMMARY .....	4
1.0 INTRODUCTION.....	4
2.0 APPLICATIONS FOR INTERVENER STATUS.....	9
2.1 CAC.....	9
2.2 CMMG.....	11
2.3 <i>Taxi Coalition</i> .....	12
2.4 <i>IBAM</i> .....	13
2.5 <i>MPI Position</i> .....	13
3.0 PRELIMINARY ISSUES LIST .....	14
4.0 PROCEDURAL MATTERS .....	14
4.1 <i>Commercially Sensitive Information</i> .....	14
4.2 Final Rate Indication.....	16
4.3 <i>Timetable</i> .....	16
5.0 BOARD COMMENTS AND DECISIONS.....	17
5.1 <i>Intervenors</i> .....	17
5.2 <i>Final Issues List</i> .....	18
5.3 <i>Commercially Sensitive Information</i> .....	18

5.4	<i>Final Rate Indication</i> .....	19
5.5	<i>Timetable</i> .....	19
6.0	IT IS THEREFORE ORDERED THAT:.....	20
	SCHEDULE "A" .....	25
	SCHEDULE "B" .....	26
	SCHEDULE "C" .....	47
	SCHEDULE "D" .....	48
	SCHEDULE "E" .....	50
	SCHEDULE "F" .....	53

## **SUMMARY**

By this Order, the Public Utilities Board of Manitoba (Board) accepts Interveners to the Board's public hearing of the General Rate Application (GRA or Application) of Manitoba Public Insurance Corporation (MPI or the Corporation), for the review and approval of base rates and premiums for universal compulsory driver and vehicle insurance to take effect April 1, 2023.

The Board also provides Interveners with direction, establishes the Final Issues List and the Timetable for this proceeding, and provides MPI and Interveners with direction with respect to certain procedural matters.

### **1.0 INTRODUCTION**

MPI filed the Application on July 12, 2022. In the Application, MPI seeks approval of an overall 0.9% rate decrease on a provisional basis, based on the Naïve interest rate forecast as at March 31, 2022. On October 12, 2022, MPI will file a final rate indication (Final Rate Indication), which may vary from the 0.9% provisional rate reduction.

MPI is also seeking changes to vehicle discounts available through the Driver Safety Rating (DSR) system (primarily, an increase to the discounts available to drivers at DSR levels +9 to +16).

The Board held a Pre-Hearing Conference (PHC) at its offices in Winnipeg on Wednesday, July 27, 2022, for the purposes of:

1. Considering applications from prospective interveners (Interveners) and matters related thereto;

2. Considering procedural matters and the issues to be decided by the Board in the GRA, and more particularly, any variations to the Preliminary Issues List approved in Board Order 60/22;
3. Considering the process for the treatment of Commercially Sensitive Information (CSI);
4. Considering the documentation to be filed by MPI on October 12, 2022, in support of the Final Rate Indication; and
5. Establishing a timetable for the hearing.

This Order arises from the PHC.

The parties seeking Intervener status were asked to:

1. Indicate their constituency and interests;
2. Outline the areas of the GRA that they intend to test;
3. Provide their reasons for requesting Intervener status;
4. Specify their plans to call evidence/witnesses; and
5. Indicate their interest with respect to seeking an award of costs.

The following parties applied for Intervener status within the GRA proceeding:

1. Consumers' Association of Canada (Manitoba) Inc. (CAC), represented at the PHC by counsel, Mr. Chris Klassen;
2. Coalition of Manitoba Motorcycle Groups Inc. (CMMG), represented at the PHC by counsel, Ms. Charlotte Meek;

3. Duffy's Taxi Ltd. and Unicity Taxi Ltd. (Taxi Coalition), represented at the PHC by counsel, Ms. Karen Wittman and Ms. Sharna Nelko; and
4. Insurance Brokers Association of Manitoba (IBAM), represented at the PHC by counsel, Mr. Curtis Unfried.

MPI was represented at the PHC by counsel, Mr. Steve Scarfone.

Prior to the filing of the GRA, on June 2, 2022, the Board issued Interim Procedural Order 60/22, which established a Preliminary Issues List for the GRA. The Board held in Order 60/22 that a Final Issues List would be approved by the Board in this Procedural Order. In addition, the Minimum Filing Requirements (MFRs) for the 2023 GRA were provided to MPI following the issuance of Order 60/22.

The Preliminary Issues List approved by the Board in Order 60/22 was as follows:

*The following issues are considered within the scope of the 2023 GRA in the normal course:*

1. *Requested vehicle rate and any changes to other fees and discounts;*
2. *Ratemaking:*
  - a. *Rate indication based on accepted actuarial practice in Canada;*
  - b. *Ratemaking methodology;*
  - c. *Alternative rate indication by use and territory (large loss loading);*
  - d. *Alternative rate indication on an overall basis and by major class (duration);*

3. *Compliance with Board Orders 134/21 and 21/22, and any outstanding directives from past orders;*
4. *Financial forecast:*
  - a. *Financial forecast accuracy (2021/22 forecast versus actual results);*
  - b. *Changes in projected financial results;*
  - c. *Impact of IFRS 9 and 17;*
  - d. *Investment income forecast;*
5. *Changes to integrated cost allocation methodology;*
  - a. *Impact of IFRS 17 on methodology;*
6. *Annual Business Plan;*
7. *Performance of the investment portfolio and the composition of i) the portfolio, ii) benchmark portfolio(s) on a market value basis (e.g. asset mix);*
8. *Cost of operations and cost containment measures;*
9. *Claims forecasting, including but not limited to PIPP and changes or enhancements to claims forecasting design;*
10. *Vehicles for Hire (VFH);*
11. *Driver Safety Rating (DSR), including but not limited to MPI's progress towards a plan for changes to the DSR model, vehicle discounts, and driver premiums;*
12. *Operational benchmarking;*

13. *Run-off of prior year claims during 2021/22;*

14. *Risk Assessment and Risk Management; and*

15. *Other issues that may arise (depending upon the nature and scope of the issue) based on a review of the application.*

*The following issues require more detailed consideration at the 2023 GRA:*

16. *Impact of COVID-19 on MPI financial results for the 2023/24 and 2024/25 rating years and beyond, including:*

*a. Operational and financial impacts of COVID-19;*

*b. Impact on ratemaking approach; and*

*c. Impact on Capital Management Plan;*

17. *Interest Rate Forecast;*

18. *Capital management plan;*

*d. Transfers of Extension excess capital;*

19. *Current IT Strategic Plan and IT Expenses and Projects, including Project Nova and other initiatives planned for or ongoing in the rating years;*

*a. Project Nova re-baseline, budget, and financing options, including debt financing;*

*b. IT Summit required by Order 134/21 Directive 16;*

20. *Asset Liability Management study (in accordance with 11.19 and 11.20 of 134/21); and*



### 21. Road Safety.

*The following issues are deferred from the 2023 GRA to future applications, or will be the subject of a technical conference or another process:*

### 22. Long tail experience from other jurisdictions, in particular, Québec and Saskatchewan.

Prior to the PHC, on July 12, 2022, the Board issued a letter with respect to both the GRA and processes implemented by the Board, including MFRs to be followed by MPI, and the scheduling of an Application Overview Workshop (Workshop). At the Workshop, any variations from the Preliminary Issues List to the Final Issues List proposed by the parties were to be discussed and identified.

## **2.0 APPLICATIONS FOR INTERVENER STATUS**

### **2.1 CAC**

CAC is a volunteer, non-profit independent organization, working to inform and empower consumers and to represent the consumer interest in Manitoba. CAC advised that it aims to protect and reconcile the interests of all MPI customers, with a particular emphasis on members of the Private Passenger class.

CAC advised that it intends to review the following issues in the Application, among others:

- Whether the proposed 0.9% overall rate decrease is just and reasonable;
- MPI's Capital Management Plan (CMP), including whether it appropriately balances the interests of customers with that of the Corporation;

- Whether the newly re-baselined Project Nova continues to be in customers' best interests, and whether project costs are appropriately allocated between lines of business;
- The implications of COVID-19, both operational and financial, on the short-term and long-term circumstances of MPI, including implications on rates and claims forecasts;
- The implications of rising inflation and interest rates on MPI's operations, financial forecasting and investment portfolio, including the question of whether MPI has appropriately mitigated inflation risk;
- The reasonableness of MPI's investment portfolio management, including its Asset Liability Management (ALM) Strategy as informed by the new ALM study;
- The proposed amendments to and future plans for improving the Driver Safety Rating (DSR) system to correct the actuarial soundness of DSR discounts and surcharges; and
- Whether MPI's road safety activities and budget are appropriately optimized with respect to rate-setting.

CAC advised that it intends to appear throughout the hearing, to participate in the testing of evidence and cross-examination, and to present final argument. At this time CAC does not intend to call any witnesses, but reserves the right to provide expert evidence following receipt of responses to first round Information Requests.

CAC advised that it will seek a costs award for its participation in the GRA.

## 2.2 CMMG

CMMG is a volunteer, non-profit organization, which has been granted Intervener status before the Board since 1993. It advised that it intends to intervene in this GRA to test the reliability of MPI's forecasts, review the overall business health of the Corporation, including investment strategies and use of public funds, to test whether the proposed rates are equally distributed amongst ratepayers.

The specific areas it intends to examine are:

- The requested rate, rate indication and ratemaking methodology;
- The CMP, and more particularly, proposed modifications to the CMP;
- Performance of MPI's investment portfolio and the Asset Liability Management study prepared by Mercer;
- Claims forecasting;
- DSR, including proposed changes to the scale;
- The impact of COVID-19 on MPI's financial results;
- MPI's IT initiatives, including the Project Nova re-baseline; and
- Road safety.

CMMG advised that it intends to appear throughout the hearing, and to participate in the testing of evidence and cross-examination. CMMG does not anticipate calling any witnesses, but reserves the right to do so should it become necessary. CMMG intends to seek a costs award.

### 2.3 *Taxi Coalition*

Duffy's Taxi (1996) Ltd. and Unicity Taxi Ltd. (collectively, the "**Taxi Coalition**") are independently operated dispatch companies providing service in the City of Winnipeg and surrounding areas, which together represent approximately 80% of the 621 Taxicab Vehicles-for-Hire (Taxi VFH), and 22% of the Accessible Vehicle VFH in Manitoba.

The Taxi Coalition intends to focus its intervention on the VFH class, with an emphasis on ratemaking and ratemaking methodology, DSR, and the CMP. The Taxi Coalition intends to examine, among other things:

- The reasonableness of the requested increase in insurance premiums for Manitoba Taxis, and the increase in Public Major Class rates generally;
- MPI's compliance with Board directives in Order 134/21, including preliminary proposals for a revised VFH Framework;
- Ratemaking approaches for VFH including the appropriateness of forecasting serious losses in Passenger VFH experience;
- The implications for Taxi VFH and VFH generally, of the alternative rate indication (per Directive 11.3 of Order 134/21), and potential for credibility weighting changes;
- The implications of combining VFH into a single major class;
- The implications of proposed changes to the DSR system on Manitoba Taxis, and for comparison, to any future revisions to the VFH Framework; and
- The implications of changes to the CMP on Manitoba taxis.

The Taxi Coalition intends to continue its consultation with smaller dispatch operators to ensure that the issues examined in this proceeding reflect the range of issues concerning Taxi, Accessible, and Passenger VFH premiums.

The Taxi Coalition intends to appear throughout the hearing, and to participate in the testing of evidence and cross-examination and make submissions. It may also adduce evidence, and if so, will make that determination following the receipt of MPI's responses to Round 1 Information Requests. The Taxi Coalition intends to seek an award of costs.

## **2.4 IBAM**

IBAM is a not-for-profit organization that represents the interests of brokers and private insurance agents throughout Manitoba. IBAM currently has over 2,000 broker members. Although membership in IBAM is voluntary, the majority of eligible brokers choose to be members of IBAM.

IBAM submits that its participation as an Intervener could assist the Board on the issues of brokers, broker commissions and/or the MPI-IBAM Future Services Agreement (Broker Agreement). IBAM is seeking a limited intervention to ensure that the Board has a full and proper understanding of the issues relating to broker agreements entered into with MPI, the work undertaken and the services that brokers provide in the delivery of MPI services, and the other insurance related services that brokers provide to Manitoba residents. It will also serve to ensure that accurate and complete evidence is adduced regarding brokers and broker commissions. IBAM does not intend to call witnesses.

If granted intervention, IBAM intends to seek an award of costs.

## **2.5 MPI Position**

MPI did not object to the applications for intervention of CAC, CMMG, or the Taxi Coalition. MPI took no position on IBAM's application, but commented that the terms of

the Broker Agreement are fixed and therefore it is unclear where IBAM's intervention would fit into the issues in this GRA.

### **3.0 PRELIMINARY ISSUES LIST**

MPI and the prospective Interveners did not propose any changes to the issues list.

### **4.0 PROCEDURAL MATTERS**

#### **4.1 *Commercially Sensitive Information***

Pursuant to Rule 13(2) of the Board's Rules of Practice and Procedure, the Board may receive information in a proceeding on any terms it considers appropriate in the public interest.

MPI proposed that in this GRA the Board follow a process that would allow parties who execute the requisite documents to have access to presumptively confidential material, with the confidential status of all materials claimed as such to be determined by the Board later in the proceedings, in an omnibus motion. The process proposed by MPI was first used in the 2020 GRA, and is as follows:

1. Interveners (and their legal counsel, representatives, employees, advisors, consultants and assistants) and professional advisors to the Board (and their representatives, employees, consultants and assistants) seeking access to confidential material will be required to execute:
  - a. an undertaking;
  - b. a confidentiality agreement in favour of MPI; and
  - c. where applicable, a confidentiality agreement in favour of a third-party vendor.

2. The undertakings and confidentiality agreements set out in items 1 will apply to material filed with the Board and initially claimed as confidential by MPI, and ultimately found to be confidential by the Board following the omnibus motion referred to in item 4 below.
3. Where MPI intends to claim certain material as confidential (and therefore subject to the conditions as set out in item 1):
  - a. in the public version of the filing, MPI will indicate that a claim for confidentiality has been made over that material, and redact such information as is necessary;
  - b. MPI will file the material with the Board, with a cover letter identifying it as confidential and indicating MPI's intention to seek a determination of confidential status pursuant to Rule 13; and
  - c. at the same time, MPI will provide the material claimed as confidential in a non-redacted form to those interveners and professional advisors to the Board who have provided the undertakings and confidentiality agreements set out in item 1.
4. Once all material claimed as confidential for the 2023 GRA has been filed with the Board, MPI will file an omnibus motion pursuant to Rule 13 of the Board's Rules of Practice and Procedure, seeking confidential status of the material. The Board will then determine the process it intends to follow regarding the hearing of the motion, and will issue a decision on the confidential status of the material.
5. Any documents or information found not to be confidential by the Board will be placed on the public record, subject to MPI's right to withdraw the material pursuant to Rule 13(5).

All prospective Interveners indicated their agreement with the proposal.

#### **4.2 Final Rate Indication**

As set out above, in the Application, MPI has sought approval of an overall rate decrease of 0.9%, on a provisional basis. MPI will file the Final Rate Indication prior to the commencement of the public hearings.

In the Application, MPI proposed that it file the following materials in support of the Final Rate Indication:

1. Pro Formas PF-1, PF-2, PF-3, PF-5 and PF-6;
2. Extension Pro Formas EPF-1, EPF-3;
3. Ratemaking Figures RM-1, RM-12, RM-13, RM-15, RM-18 and RM-19;
4. Investments Figure INV-13;
5. Narratives of the material impacts of updated interest rates in Pro-Forma statements and responses to Information Requests;
6. Comparison of changes to Pro-Forma Financial Statements from the date of the Application to the date of the Final overall rate indication; and
7. Amendments to any sections of the Application materially affected by the Final Rate Indication.

#### **4.3 Timetable**

The Board heard submissions from the parties on the proposed timetable for the hearing.



MPI and the prospective Interveners were in general agreement with the hearing schedule. In the proposed timetable, the public hearings are to commence on October 19, 2022, and continue to November 9, 2022.

## **5.0 BOARD COMMENTS AND DECISIONS**

### **5.1 *Interveners***

After considering all of the submissions with respect to Intervener applications, the Board grants Intervener status to each of CAC, CMMG and the Taxi Coalition. The Board is satisfied that each of these parties represents a substantial proportion of ratepayers directly affected by this proceeding, and that their contributions will contribute to the Board's decision-making.

The Board approves the application for Intervener status of IBAM on a limited basis. IBAM's intervention will assist in the Board's examination of broker commission expenses; however, at this time the Board does not require broader information about the nature and quality of the services provided by brokers in order to fulfill its mandate. Accordingly, IBAM is granted approval to intervene only on the issues of broker commissions and the Broker Agreement. The Board expects that, given its limited grant of intervention, IBAM will organize its attendance at the public hearings in accordance with days on which broker commissions and the Broker Agreement are to be reviewed, and that IBAM's proposed budget will reflect this limited attendance.

Attached to this Order as **Schedule "A"** is the rate sheet by which Board counsel and counsel for the Interveners shall have their rates set, according to years of seniority at the Bar.

As always, the Board expects a high degree of co-operation among all Interveners and with Board counsel to avoid duplication and restrain regulatory costs.

In accordance with Board's Intervener Cost Policy (Policy) at Section 9.0, approved interveners must file detailed cost estimates, which follow the requirements of the Policy, with the Board no later than August 15, 2022. Board staff may provide comments on cost estimates but these are not binding. Board approval will only be granted when it determines the cost awards applications after the hearing. Interveners assume the risk that the Board may assess no costs, or a costs award lower than applied for.

Interveners should review the Policy and Part IV - Awarding Costs of the Board under the Board's Rules of Practice and Procedures that can be found on the Board web site.

The Board notes that consultants will be providing services to multiple interveners in this GRA. Accordingly, Interveners using the same consultants must try to avoid duplication in billing for their services, and must provide the Board with detailed billing information from each consultant.

## **5.2 Final Issues List**

*With* no parties having requested changes to the Preliminary Issues List, and upon consideration of the issues to be examined by the Interveners in this GRA, the content of the Final Issues List shall remain unchanged from the list approved in Order 60/22.

Issue 20, the ALM Study, is among those requiring detailed consideration in this GRA. Given the importance of this issue, the Board directs MPI to produce a representative of Mercer to testify in the public hearings.

## **5.3 Commercially Sensitive Information**

The Board has taken into account the positions of the Interveners regarding the treatment of CSI, and approves the process as proposed by MPI. Should any disagreements arise between the parties in the implementation of the process, the parties should attempt to resolve them informally. If a resolution cannot be reached the matter may then be brought

before the Board. The process for the treatment of CSI is attached hereto as **Schedule "B"**.

#### **5.4 Final Rate Indication**

The documents proposed by MPI in the Application are necessary and appropriate for a consideration of the Final Rate Indication. A list of the documents to be filed by MPI is attached hereto as **Schedule "C"**.

#### **5.5 Timetable**

The timetable approved by the Board is attached hereto as **Schedule "D"**.

The Board has set as hearing dates with respect to the GRA the following: October 19 - 21, 2022, October 24 - 28, 2028, October 31 – November 4, 2022, and November 7 – 9, 2022. The Board expects that as this GRA proceeds and the hearing approaches, the witness schedule will be organized to try to complete the hearing as efficiently as possible. Therefore, it is the Board's expectation that some of these hearing dates may not be utilized, but all days are reserved to permit flexibility in scheduling.

Attached hereto as **Schedule "E"** are the procedures to be followed over the course of the GRA process, and attached hereto as **Schedule "F"** is the Information Request format to be utilized by all parties to the GRA. As provided for within the format, the party submitting an Information Request must reflect the rationale for the question. Similarly, and as also provided for within the format, should a full or partial answer be refused, the party refusing to answer or fully answer the question must reflect the rationale for the refusal.

## **6.0 IT IS THEREFORE ORDERED THAT:**

1. Interveners to the hearing shall be:
  - (a) Consumers' Association of Canada (Manitoba) Inc. (CAC);
  - (b) Coalition of Manitoba Motorcycles Groups Inc. (CMMG);
  - (c) Duffy's Taxi Ltd. and Unicity Taxi Ltd. (Taxi Coalition); and
2. The application for Intervener status filed by Insurance Brokers Association of Manitoba (IBAM) is approved on a limited basis, in respect of broker commission expenses and the MPI-IBAM Future Services Agreement.
3. The Final Issues List for the 2023 GRA shall be as follows:

The following issues are considered within the scope of the 2023 GRA in the normal course:

1. Requested vehicle rate and any changes to other fees and discounts;
2. Ratemaking:
  - a) Rate indication based on accepted actuarial practice in Canada;
  - b) Ratemaking methodology;
  - c) Alternative rate indication by use and territory (large loss loading);
  - d) Alternative rate indication on an overall basis and by major class (duration);
3. Compliance with Board Orders 134/21 and 21/22, and any outstanding directives from past orders;

4. Financial forecast:
  - a) Financial forecast accuracy (2021/22 forecast versus actual results);
  - b) Changes in projected financial results;
  - c) Impact of IFRS 9 and 17;
  - d) Investment income forecast;
5. Changes to integrated cost allocation methodology;
  - a) Impact of IFRS 17 on methodology;
6. Annual Business Plan;
7. Performance of the investment portfolio and the composition of i) the portfolio, ii) benchmark portfolio(s) on a market value basis (e.g. asset mix);
8. Cost of operations and cost containment measures;
9. Claims forecasting, including but not limited to PIPP and changes or enhancements to claims forecasting design;
10. Vehicles for Hire (VFH);
11. Driver Safety Rating (DSR), including but not limited to MPI's progress towards a plan for changes to the DSR model, vehicle discounts, and driver premiums;
12. Operational benchmarking;

13. Run-off of prior year claims during 2021/22;
14. Risk Assessment and Risk Management; and
15. Other issues that may arise (depending upon the nature and scope of the issue) based on a review of the application.

The following issues require more detailed consideration at the 2023 GRA:

16. Impact of COVID-19 on MPI financial results for the 2022/23 and 2023/24 rating years and beyond, including;
  - a) Operational and financial impacts of COVID-19;
  - b) Impact on ratemaking approach; and
  - c) Impact on Capital Management Plan;
17. Interest Rate Forecast;
18. Capital Management Plan;
  - a) Transfers of Extension excess capital;
19. Current IT Strategic Plan and IT Expenses and Projects, including Project Nova and other initiatives planned for or ongoing in the rating years;
  - a) Project Nova re-baseline, budget, and financing options, including debt financing;
  - b) IT Summit required by Order 134/21 Directive 16;
20. Asset Liability Management Study (in accordance with Directives 11.19 and 11.20 of Order 134/21); and

21. Road Safety.

The following issues are deferred from the 2023 GRA to future applications, or will be the subject of a technical conference or another process:

22. Long tail experience from other jurisdictions, in particular, Québec and Saskatchewan.

4. MPI shall produce a representative of Mercer to testify in the public hearings in respect of Mercer's Asset Liability Management Study.
5. **Schedule "B"**, as attached, shall be the process for the treatment of Commercially Sensitive Information by the participating parties.
6. MPI shall file the documents as set out in **Schedule "C"**, as attached, on or before October 12, 2022, in respect of the Final Rate Indication.
7. The Timetable attached as **Schedule "D"** shall apply with respect to the hearing of the GRA.

Board decisions may be appealed in accordance with the provisions of Section 58 of The Public Utilities Board Act, or reviewed in accordance with Section 36 of the Board's Rules of Practice and Procedure.

THE PUBLIC UTILITIES BOARD

"Irene A. Hamilton, Q.C."  
Panel Chair

"Darren Christle, PhD, CCLP, P.Log., MCIT"  
Secretary

Certified a true copy of Order 85/22  
issued by the Public Utilities Board

  
Secretary



**SCHEDULE "A"**  
**PUBLIC UTILITIES BOARD OF MANITOBA**  
**RATE STRUCTURE**  
**(Effective as of February 2022)**

**LEGAL COUNSEL:**

20 or more years of relevant experience	Up to \$314/hr
15-19 years	Up to \$267/hr
10-14 years	Up to \$209/hr
5-9 years	Up to \$157/hr
Base rate (new lawyer)	Up to \$110/hr

**ACCOUNTANTS:**

20 or more years of relevant experience	Up to \$267/hr
15-19 years	Up to \$224/hr
10-14 years	Up to \$189/hr
5-9 years	Up to \$152/hr
Base rate (new accountant)	Up to \$110/hr

**ENGINEERING SERVICES:**

20 or more years of relevant experience	Up to \$219/hr
15-19 years	Up to \$194/hr
10-14 years	Up to \$166/hr
5-9 years	Up to \$141/hr
Base rate (new engineer)	Up to \$110/hr

## SCHEDULE "B"

### Process for Treatment of Commercially Sensitive Information

1. Interveners (and their legal counsel, representatives, employees, advisors, consultants and assistants) and professional advisors to the Public Utilities Board of Manitoba (the Board) (and their representatives, employees, consultants and assistants) seeking access to confidential material shall execute:
  - a. an undertaking in the form attached hereto;
  - b. a confidentiality agreement in favour of The Manitoba Public Insurance Corporation (MPI) in the form attached hereto; and
  - c. where applicable, a confidentiality agreement in favour of the third party vendor.
2. The undertakings and confidentiality agreements set out in items 1 will apply to material filed with the Board and initially claimed as confidential by MPI, and ultimately found to be confidential by the Board following the omnibus motion referred to in item 4 below.
3. Where MPI intends to claim certain material as confidential (and therefore subject to the conditions as set out in item 1):
  - a. in the public version of the filing, MPI will indicate that a claim for confidentiality has been made over that material, and redact such information as is necessary;
  - b. MPI will file the material with the Board, with a cover letter identifying it as confidential and indicating MPI's intention to seek a determination of confidential status pursuant to Rule 13; and
  - c. at the same time, MPI will provide the material claimed as confidential in a non-redacted form to those interveners and professional advisors to the Board who have provided the undertakings and confidentiality agreements set out in item 1.
4. Once all material claimed as confidential for the 2023 GRA has been filed with the Board, MPI shall file an omnibus motion pursuant to Rule 13 of the Board's Rules of Practice and Procedure, seeking confidential status of the material. The Board will then determine the process it intends to follow regarding the hearing of the motion, and will issue a decision on the confidential status of the material.

5. Any documents or information found not to be confidential by the Board will be placed on the public record, subject to MPI's right to withdraw the material pursuant to Rule 13(5).
6. The above process is subject to the following:
  - a. The Board will not require the provision of an undertaking of confidentiality as a condition of granting intervener status in the GRA. However, any intervener wishing to access any confidential material will be required to provide executed undertakings and confidentiality agreements as set out below.
  - b. Should any third party vendor require a confidentiality agreement other than the one previously provided by MPI and attached hereto, MPI will be required to obtain Board approval of the form of confidentiality agreement to be signed.
  - c. Board staff shall not be required to give undertakings or execute confidentiality agreements as they are (a) subject to an oath of office which requires that they maintain the confidentiality of any information designated as such; and (b) are immune from personal liability for anything done by them in carrying out their duties, pursuant to section 23 of *The Public Utilities Board Act*.

## **UNDERTAKING OF CONFIDENTIALITY**

**To: THE PUBLIC UTILITIES BOARD OF MANITOBA ("the PUB")**

WHEREAS on [REDACTED], in Procedural Order [REDACTED]/22 (the "Order"), the PUB approved a process for the treatment of confidential/commercially sensitive information (the "CSI Process") in the PUB's public hearing of the 2023/24 General Rate Application ("GRA") of The Manitoba Public Insurance Corporation ("MPI"), for the review and approval of base rates and premiums for universal compulsory driver and vehicle insurance to take effect on April 1, 2023 ("2023 GRA").

AND WHEREAS the PUB-approved CSI Process requires any intervenor to the 2023 GRA (and their respective legal counsel, representatives, employees, advisors, consultants, and assistants) wishing to access any document claimed by MPI to be confidential (until such time as the claim is withdrawn) or ordered by the PUB to be received from MPI, in confidence, pursuant to Rule 13 of the PUB's Rules of Practice and Procedure (the "Confidential Documents"), to execute and file with the PUB, a PUB-approved undertaking of confidentiality, as a condition of their access.

AND WHEREAS the PUB has approved the form and content of this undertaking (the "Undertaking"). AND WHEREAS the CSI Process does not require PUB staff members to give an Undertaking.

AND WHEREAS through its Order, the PUB approved the application for intervenor status of [REDACTED] (the "Intervenor") to the 2023 GRA.

AND WHEREAS, I am a (lawyer, representative, employee, advisor, consultant, assistant) for/of/to the Intervenor and may, in course of my duties, handle or review some or all of the Confidential Documents in order to permit the Intervenor to meaningfully participate in the 2023 GRA.

NOW WHEREFORE I DO HEREBY UNDERTAKE AND AGREE TO DO THE FOLLOWING:

1. to use Confidential Information exclusively for and within the scope of the PUB-approved intervention of the Intervenor in the 2023 GRA;
2. not to divulge Confidential Information to any person who is not a panel or staff member of the PUB, or to any other person who has not been authorized by the

PUB to receive such information and who is required but has not executed and filed an Undertaking with the PUB;

3. not to reproduce, in any manner, the Confidential Information except where expressly permitted by the PUB to do so;
4. to take prudent, reasonable steps to keep confidential and to protect the Confidential Information from unauthorized disclosure;
5. to return to the PUB, at its request or direction, all Confidential Information, including notes and memoranda based on such information, or to destroy such documents and materials and to file with the PUB, a certificate of destruction at the end of the 2023 GRA which, for the purposes of this paragraph, is deemed to end on the date on which the period for filing a motion to review and vary or a motion for leave to appeal the PUB's final order in respect of the 2023 GRA expires or, if a motion to review and vary or motion for leave to appeal is filed, upon issuance of a final decision by the PUB or the Court of competent jurisdiction from which no further review or appeal can or has been taken or within a reasonable time after the end of my participation in the 2023 GRA;
6. With respect to Confidential Information in electronic media:
  - a. to expunge all documents and materials containing Confidential Information, including notes, charts, memoranda, transcripts and submissions based on such Confidential Information, from all electronic apparatus and data storage media under my direction or control and file with the PUB Secretary a certificate of destruction in the form prescribed by the PUB pertaining to the expunged documents and materials, at the end of the 2023 GRA which, for the purposes of this paragraph, is deemed to end on the date on which the period for filing a motion to review and vary or a motion for leave to appeal the PUB's final order in respect of the 2023 GRA expires or, if a motion to review and vary or motion for leave to appeal is filed, upon issuance of a final decision by the PUB or the Court of competent jurisdiction from which no further review or appeal can or has been taken or within a reasonable time after the end of my participation in the 2023 GRA;
  - b. continue to abide by the terms of this Undertaking in relation to any such

documents and materials to the extent that they subsist in any electronic apparatus and data storage media under my direction or control and cannot reasonably be expunged in a manner that ensures that they cannot be retrieved;

7. to observe any terms and conditions imposed by MPI or, where imposed, by the PUB, as they relate to the access, use and protection of the Confidential Information; and
8. to promptly report any violation of this Undertaking to the PUB.

I FURTHER UNDERSTAND AND AGREE THAT:

9. In this Undertaking "Confidential Information" means:
  - a. any information contained in the Confidential Document (including the Confidential Document itself);
  - b. any information that has been filed with the PUB by MPI that it claims is confidential; and
  - c. all evidence, transcripts, notes, working papers, calculations, analysis or other materials based on or using the Confidential Document or any information contained therein, that I receive, review or prepare (related materials) during the course of the 2023 GRA or any appeal, review or rehearing of the PUB's decision in the proceeding for the purpose of participating in the 2023 GRA or any appeal, review or rehearing from the PUB's decision in the proceeding;
10. the execution of this Undertaking is a condition of my being granted access to the Confidential Information;
11. this Undertaking must be filed with the PUB and a copy provided to MPI, prior to my receipt or review of any Confidential Information;
12. in the event that I breach this Undertaking, there may be consequences which could include, without limitation, the following:
  - a. a denial or reduction of costs to, or a cost award against the Intervenor or

me personally; and

- b. an immediate and absolute revocation of the right of the Intervenor and/or my right to receive and/or retain all or some of the Confidential Information, and

13. the obligations created herein shall not preclude my:

- a. using or disclosing the Confidential Information at a time when confidential Information is generally available to the public, other than as a direct or indirect result of any disclosure by me which is prohibited hereunder; and
- b. disclosing the Confidential Information to the extent such disclosure is required by law, Court order or competent authority of any governmental body or professional discipline body, provided that, other than in respect of a mandated disclosure to the signatory's governing law society or legal professional liability insurer, the PUB and MPI are provided with notice promptly upon my becoming aware that such notice is required.

I, \_\_\_\_\_ (recipient), give this Undertaking freely and voluntarily, knowing that it creates obligations which I am legally required to fulfill.

Signed and witnessed in the (city/town) of \_\_\_\_\_ in the (province/state) of \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Witness

Signature of Person Giving Undertaking

\_\_\_\_\_  
\_\_\_\_\_

Printed Name of Witness

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

**CERTIFICATE**

I, \_\_\_\_\_ (recipient) of the (city/town) of \_\_\_\_\_,  
in the (province/state) of \_\_\_\_\_, certify that:

- 1) I had in my possession and under my direction and control records, reports, document information, or portions thereof, that were granted confidential treatment in the course of the 2023 General Rate Application (“Confidential Information”) by the Board pursuant Rule 13 of the Board’s Rules of Practice and Procedure, and had in my possession and under my direction and control evidence, transcripts, notes, working papers, calculations, analysis or other materials based on or using the Confidential Information that I received, reviewed or prepared (“related materials”).
- 2) I executed an undertaking in accordance with Procedural Order 88/20 to have access to the Confidential Information and related materials (the “Undertaking”).
- 3) I have made no use of the Confidential Information or related materials except as permitted pursuant to the Undertaking.
- 4) I have not disclosed the Confidential Information or related materials in any manner except as permitted by the Undertaking.
- 5) I have expunged all electronic copies of the Confidential Information and related materials from all electronic apparatus and data storage media in my possession or under my direction and control.
- 6) I have delivered to MPI or have destroyed all paper copies of the Confidential Information and related materials in my possession or under my direction and control.

WITNESSED BY ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_.

CERTIFIED BY ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Signature of Witness

Signature of Recipient

\_\_\_\_\_

Printed Name of Witness

**THIS CONFIDENTIALITY AGREEMENT** made this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_



**BETWEEN:**

**THE MANITOBA PUBLIC INSURANCE CORPORATION,**  
(called "**MPI**")

of the first part,

- and -

\_\_\_\_\_  
(called the "**Confidant**")

of the second part.

**WHEREAS** on \_\_\_\_\_, 2022, in Order \_\_\_\_\_/22 (the "**Order**"), the Public Utilities Board of Manitoba (the "**Board**") ordered, within the course of considering MPI's 2023 General Rate Application ("**2023 GRA**"), that certain documents be received in confidence, on a provisional basis, subject to the final determination of their confidential status pursuant to Rule 13 of the Board's Rules of Practice and Procedure (the "**Confidential Documents**").

**AND WHEREAS** information contained in the Confidential Documents pertaining to MPI is the property of MPI, its contractual counterparties and domestic customers and is or may be confidential or commercially sensitive.

**AND WHEREAS** the Order directs MPI to provide a non-redacted copy of the Confidential Documents to the Confidant, following their execution of a prescribed undertaking and any other document it deems necessary (the "**Agreement**").

**NOW THEREFORE IN CONSIDERATION OF** receiving access to the Confidential Documents, the sum of one (\$1.00) dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **ARTICLE 1 DEFINITIONS**

In this Agreement:

**"Authorized Person"** means any person permitted by the Order to receive the Confidential Information, who is in compliance with the conditions on the receipt and use of the Confidential Information, as set out in this Order.

**"Confidential Information"** means any information contained in the Confidential Documents (and includes the Confidential Documents themselves) and any information that has been filed by MPI with the Board in confidence pursuant to the Order.

**"Permitted Uses"** has the meaning set forth in Article 2 below.

**"Person"** shall be broadly interpreted to include, without limitation, any corporation, partnership, other entity, or individual.

**"Proceeding"** means the proceeding before the Board in respect of the 2023 GRA.

**"Reverse Engineer"** means to discover, synthesize or otherwise recreate the Confidential Information following a detailed examination.

**"Unauthorized Person"** means any Person other than MPI, the Confidant or an Authorized Person.

## ARTICLE 2 PERMITTED USES

The Confidant may use Confidential Information for the following purposes (called **"Permitted Uses"**):

- (a) to give instructions to, carry out critical analysis, form conclusions and/or advise an Authorized Person; an
- (b) to prepare a report suitable for filing on the public record of the Proceeding and testify on the public record of the Proceeding. Without the consent of the Board obtained in advance, the Confidant shall not include in the report or testimony any Confidential Information or any information that would enable an Unauthorized Person to Reverse Engineer Confidential Information. To the extent that the Confidant relies upon Confidential Information to arrive at a conclusion, the Confidant may include in the Report or testimony information at a level of summary and aggregation which will not disclose Confidential Information or enable an Unauthorized Person to reverse-engineer the Confidential Information, subject always to the Confidant providing a redacted Report on the public record and a complete report in confidence to the Board and/or testifying *in camera* where Confidential Information is discussed.

(c)

### **ARTICLE 3 CONFIDENTIALITY**

Except as specifically provided in Article 2 above (Permitted Uses), the Confidant shall:

- (a) keep the Confidential Information in the strictest confidence;
- (b) not disclose Confidential Information to any Unauthorized Person without the prior written consent of MPI;
- (c) in the case of a disclosure to an Unauthorized Person with the prior written consent of MPI, obtain from the Unauthorized Person an undertaking or confidentiality agreement satisfactory in form to the Board and MPI, on terms no less restrictive than those in this Agreement;
- (d) take prudent, reasonable steps to protect Confidential Information in its possession from inadvertent disclosure to an Unauthorized Person; and
- (e) destroy or return the Confidential Information (if so permitted) when required and in the manner required by the Board.

If the Confidant so chooses, they may solicit MPI's comments on particular documents that are in the process of being prepared in the interests of avoiding inadvertent disclosures to an Unauthorized Person.

### **ARTICLE 4 COMPELLED DISCLOSURE**

In the event that the Confidant, or an Unauthorized Person referred to in Article 3(c) above, receives notice indicating that they may or shall be legally compelled to disclose any of the Confidential Information, the Confidant shall provide MPI with prompt notice so that MPI may, at its sole discretion, seek a protective order or other appropriate remedy.

The Confidant, and any such Unauthorized Person referred to in Article 3(c) above, shall cooperate fully with MPI protecting the confidential and proprietary nature of the Confidential Information sought to be compelled to be disclosed, including providing assistance to MPI in the prosecution and defence of any action(s) or proceeding(s) brought or made in respect of such matters.

In the event that such protective order or other remedy is not obtained, or that MPI waives compliance with the provisions of this Agreement, the Confidant or Unauthorized Person referred to in Article 3(c) above shall furnish only that portion of the Confidential Information in respect of which it shall be legally required to disclose.

#### **ARTICLE 5 FURTHER COVENANTS**

The Confidant shall:

- (a) use the Confidential Information only for the Permitted Uses and for no other purpose whatsoever; and
- (b) not use or reverse engineer Confidential Information for personal gain in any fashion, other than for the receipt of compensation for his or her participation in this proceeding.

#### **ARTICLE 6 NO LICENCE**

The Confidant agrees that the Confidential Information is the property of MPI, its contractual counterparties and domestic customers, and the Confidant shall not contest or challenge any of their rights in or to any Confidential Information. The Confidant does not receive any right, title or interest of any nature whatsoever in or to any Confidential Information.

#### **ARTICLE 7 CONTINUING OBLIGATION**

This Agreement is effective upon execution by both parties, and the obligations of the Confidant under this Agreement shall not terminate but shall continue without limitation of time.

#### **ARTICLE 8 EQUITABLE REMEDIES**

In the event of a breach, or threatened breach, of this Agreement by the Confidant, the parties agree that the harm suffered by MPI may not be compensable by monetary damages alone and, accordingly, that MPI shall, in addition to any other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach.

## ARTICLE 9 NOTICES

Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be delivered to:

**a) MPI:**

Executive Offices  
912 - 234 Donald Street

Winnipeg, Manitoba R3C 4A4

Attn: General Counsel  
and Corporate Secretary

**b) Confidant:**

\_\_\_\_\_  
\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City] [Province] [Postal Code]

\_\_\_\_\_  
Attn: [Name]

or such other addresses as either party may notify the other of in writing. Notices may be given by personal service or fax transmission. Any notice given by personal service shall be deemed to have been effectually given and received at the date and time of actual delivery. Any notice sent by fax transmission shall be deemed to have been effectually given and received on the next business day following transmission.

## ARTICLE 10 INTERPRETATION AND ENFORCEMENT

This Agreement shall be subject to, interpreted, performed and enforced in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement is resident of or domiciled in any other province, state, or country. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Court of Queen's Bench of Manitoba, Winnipeg Centre. The recitals hereof form an integral part of this Agreement. Section headings in this Agreement are for the convenience of the parties only, and shall not affect the interpretation of this Agreement.

## ARTICLE 11 SEVERABILITY

If any provision in this Agreement is illegal, invalid or unenforceable at law, it shall be deemed to be severed from this Agreement and the remaining provisions shall continue in full force and effect. The parties agree that they shall endeavor to replace any such

severed provision with a new provision which achieves substantially the same practical effect and which is valid and enforceable.

#### **ARTICLE 12 WAIVER**

No failure or delay by MPI in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any provision of this Agreement, or a breach thereof, shall be effective unless it is in writing and signed by the party waiving the provision or the breach thereof.

#### **ARTICLE 13 ASSIGNMENT**

The Confidant shall not assign this Agreement without the prior written consent of MPI. No assignment of this Agreement shall operate to relieve the Confidant from any obligation of this Agreement.

#### **ARTICLE 14 FURTHER ACTS AND ASSURANCES**

Each of the parties shall, from time to time, do all acts and things and execute from time to time all such further documents and assurances as may be necessary to carry out and give effect to the terms and conditions of this Agreement.

#### **ARTICLE 15 FAX EXECUTION**

This Agreement may be executed in any number of counterparts, including counterparts signed by fax, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied and/or fax copy of this Agreement bearing the signature of each party, in a single document or counterparts thereof as provided herein, shall be deemed an original execution version of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement on the date first above written.

**MANITOBA PUBLIC INSURANCE**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**WITNESS [SIGNATURE]**

**CONFIDANT**

\_\_\_\_\_  
**WITNESS [PRINTED NAME]**

\_\_\_\_\_  
**[CONFIDANT SIGNATURE]**

THIS CONFIDENTIALITY AGREEMENT made this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

\_\_\_\_\_,

(called "the **Owner**")

of the first part,

- and -

\_\_\_\_\_,

(called the "**Confidant**")

of the second part.

**WHEREAS** on \_\_\_\_\_, 2022, in Order \_\_\_\_\_/22 (the "**Order**"), the Public Utilities Board of Manitoba (the "**Board**") ordered, within the course of considering MPI's 2022 General Rate Application ("**2023 GRA**"), that certain documents be received in confidence, on a provisional basis, subject to the final determination of their confidential status pursuant to Rule 13 of the Board's Rules of Practice and Procedure (the "**Confidential Documents**").

**AND WHEREAS** information contained in the Confidential Documents pertaining to the Owner is the property of the Owner, its contractual counterparties and domestic customers and is or may be confidential or commercially sensitive.

**AND WHEREAS** the Order directs the Owner to provide a non-redacted copy of the Confidential Documents to the Confidant, following their execution of a prescribed undertaking and any other document it deems necessary (the "**Agreement**").

**NOW THEREFORE IN CONSIDERATION OF** receiving access to the Confidential Documents, the sum of one (\$1.00) dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### ARTICLE 1 DEFINITIONS

In this Agreement:

**"Authorized Person"** means any person permitted by the Order to receive the



Confidential Information, who is in compliance with the conditions on the receipt and use of the Confidential Information, as set out in this Order.

**"Confidential Information"** means any information contained in the Confidential Documents (and includes the Confidential Documents themselves) and any information that has been filed by MPI with the Board in confidence pursuant to the Order.

**"Permitted Uses"** has the meaning set forth in Article 2 below.

**"Person"** shall be broadly interpreted to include, without limitation, any corporation, partnership, other entity, or individual.

**"Proceeding"** means the proceeding before the Board in respect of the 2023 GRA.

**"Reverse Engineer"** means to discover, synthesize or otherwise recreate the Confidential Information following a detailed examination.

**"Unauthorized Person"** means any Person other than the Owner, the Confidant or an Authorized Person.

## ARTICLE 2 PERMITTED USES

The Confidant may use Confidential Information for the following purposes (called **"Permitted Uses"**):

- (d) to give instructions to, carry out critical analysis, form conclusions and/or advise an Authorized Person; an
- (e) to prepare a report suitable for filing on the public record of the Proceeding and testify on the public record of the Proceeding. Without the consent of the Board obtained in advance, the Confidant shall not include in the report or testimony any Confidential Information or any information that would enable an Unauthorized Person to Reverse Engineer Confidential Information. To the extent that the Confidant relies upon Confidential Information to arrive at a conclusion, the Confidant may include in the Report or testimony information at a level of summary and aggregation which will not disclose Confidential Information or enable an Unauthorized Person to reverse-engineer the Confidential Information, subject always to the Confidant providing a redacted Report on the public record and a complete report in confidence to the Board

and/or testifying *in camera* where Confidential Information is discussed.

### **ARTICLE 3 CONFIDENTIALITY**

Except as specifically provided in Article 2 above (Permitted Uses), the Confidant shall:

- (f) keep the Confidential Information in the strictest confidence;
- (g) not disclose Confidential Information to any Unauthorized Person without the prior written consent of the Owner;
- (h) in the case of a disclosure to an Unauthorized Person with the prior written consent of the Owner, obtain from the Unauthorized Person an undertaking or confidentiality agreement satisfactory in form to the Board and the Owner, on terms no less restrictive than those in this Agreement;
- (i) take prudent, reasonable steps to protect Confidential Information in its possession from inadvertent disclosure to an Unauthorized Person; and
- (j) destroy or return the Confidential Information (if so permitted) when required and in the manner required by the Board.

If the Confidant so chooses, they may solicit the Owner's comments on particular documents that are in the process of being prepared in the interests of avoiding inadvertent disclosures to an Unauthorized Person.

### **ARTICLE 4 COMPELLED DISCLOSURE**

In the event that the Confidant, or an Unauthorized Person referred to in Article 3(c) above, receives notice indicating that they may or shall be legally compelled to disclose any of the Confidential Information, the Confidant shall provide the Owner with prompt notice so that the Owner may, at its sole discretion, seek a protective order or other appropriate remedy.

The Confidant, and any such Unauthorized Person referred to in Article 3(c) above, shall cooperate fully with MPI protecting the confidential and proprietary nature of the Confidential Information sought to be compelled to be disclosed, including providing assistance to the Owner in the prosecution and defence of any action(s) or proceeding(s) brought or made in respect of such matters.

In the event that such protective order or other remedy is not obtained, or that the Owner waives compliance with the provisions of this Agreement, the Confidant or Unauthorized Person referred to in Article 3(c) above shall furnish only that portion of the Confidential Information in respect of which it shall be legally required to disclose.

#### **ARTICLE 5 FURTHER COVENANTS**

The Confidant shall:

- (c) use the Confidential Information only for the Permitted Uses and for no other purpose whatsoever; and
- (d) not use or reverse engineer Confidential Information for personal gain in any fashion, other than for the receipt of compensation for his or her participation in this proceeding.

And the Confidant agrees to release, indemnify and hold harmless the Owner and its respective personnel against all actions, claims, suits, demands, claims for costs or expenses or any other proceeding arising out of or in connection with the Confidant's breach of any of the Confidant's obligations hereunder, including, for greater certainty, the use or disclosure by the Confidant of the Confidential Information other than as permitted herein.

#### **ARTICLE 6 NO LICENCE OR WARRANTY**

The Confidant agrees that the Confidential Information is the property of MPI, its contractual counterparties and domestic customers, and the Confidant shall not contest or challenge any of their rights in or to any Confidential Information. The Confidant does not receive any right, title or interest of any nature whatsoever in or to any Confidential Information.

In addition, the Confidant acknowledges and agrees that the Confidential Information (including the Confidential Documents) were prepared for the benefit of MPI and were prepared to reflect MPI's instructions. Accordingly, the Owner may not have addressed matters, which may be of interest or relevance to the Confidant. The Owner does not warrant or represent that the Confidential Information (including the Confidential Documents) are sufficient or appropriate for the Confidant's purposes. The Owner is not responsible to the Confidant, or any other party, if the Confidant or any other party relies

on the Confidential Information.

#### ARTICLE 7 CONTINUING OBLIGATION

This Agreement is effective upon execution by both parties, and the obligations of the Confidant under this Agreement shall not terminate but shall continue without limitation of time.

#### ARTICLE 8 EQUITABLE REMEDIES

In the event of a breach, or threatened breach, of this Agreement by the Confidant, the parties agree that the harm suffered by the Owner may not be compensable by monetary damages alone and, accordingly, that the Owner shall, in addition to any other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach.

#### ARTICLE 9 NOTICES

Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be delivered to:

**b) Owner:**

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City] [Province] [Postal Code]

\_\_\_\_\_  
Attn: [Name]

**b) Confidant:**

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City] [Province] [Postal Code]

\_\_\_\_\_  
Attn: [Name]

or such other addresses as either party may notify the other of in writing. Notices may be given by personal service or fax transmission. Any notice given by personal service shall be deemed to have been effectually given and received at the date and time of actual delivery. Any notice sent by fax transmission shall be deemed to have been effectually given and received on the next business day following transmission.

## **ARTICLE 10 INTERPRETATION AND ENFORCEMENT**

This Agreement shall be subject to, interpreted, performed and enforced in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement is resident of or domiciled in any other province, state, or country. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Court of Queen's Bench of Manitoba, Winnipeg Centre. The recitals hereof form an integral part of this Agreement. Section headings in this Agreement are for the convenience of the parties only, and shall not affect the interpretation of this Agreement.

## **ARTICLE 11 SEVERABILITY**

If any provision in this Agreement is illegal, invalid or unenforceable at law, it shall be deemed to be severed from this Agreement and the remaining provisions shall continue in full force and effect. The parties agree that they shall endeavor to replace any such severed provision with a new provision which achieves substantially the same practical effect and which is valid and enforceable.

## **ARTICLE 12 WAIVER**

No failure or delay by the Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any provision of this Agreement, or a breach thereof, shall be effective unless it is in writing and signed by the party waiving the provision or the breach thereof.

## **ARTICLE 13 ASSIGNMENT**

The Confidant shall not assign this Agreement without the prior written consent of the Owner. No assignment of this Agreement shall operate to relieve the Confidant from any obligation of this Agreement.

## **ARTICLE 14 FURTHER ACTS AND ASSURANCES**

Each of the parties shall, from time to time, do all acts and things and execute from time to time all such further documents and assurances as may be necessary to carry out and give effect to the terms and conditions of this Agreement.

**ARTICLE 15 FAX EXECUTION**

This Agreement may be executed in any number of counterparts, including counterparts signed by fax, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied and/or fax copy of this Agreement bearing the signature of each party, in a single document or counterparts thereof as provided herein, shall be deemed an original execution version of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement on the date first above written.

\_\_\_\_\_  
**[NAME OF OWNER]**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**WITNESS [SIGNATURE]**

**CONFIDANT**

\_\_\_\_\_  
**WITNESS [PRINTED NAME]**

\_\_\_\_\_  
**[CONFIDANT SIGNATURE]**

**SCHEDULE "C"**  
**DOCUMENTS AND INFORMATION TO BE FILED BY MPI IN SUPPORT OF**  
**FINAL RATE INDICATION**

1. Pro Formas PF-1, PF-2, PF-3, PF-5 and PF-6;
2. Extension Pro Formas EPF-1, EPF-3;
3. Ratemaking Figures RM-1, RM-12, RM-13, RM-15, RM-18 and RM-19;
4. Investments Figure INV-13;
5. Narratives of the material impacts of updated interest rates in Pro-Forma statements and responses to Information Requests;
6. Comparison of changes to Pro-Forma Financial Statements from the date of the Application to the date of the Final overall rate indication; and
7. Amendments to any sections of the Application materially affected by the Final Rate Indication.

**SCHEDULE "D"****2023/24 MPI GENERAL RATE APPLICATION TIMETABLE**

<b>ITEM</b>	<b>2022 DATES</b>	<b>Day of the Week</b>
1. Application filed and served	July 12, 2022	Tuesday
2. Notice of Public hearing to be published	July 16, 2022	Saturday
3. PUB Issues Workshop	July 20, 2022	Wednesday
4. Interveners complete Registration	July 22, 2022	Friday
5. Pre-hearing Conference	July 27, 2022	Wednesday
6. Procedural Order Issued	July 29, 2022	Friday
7. Round One Information Requests Filed	August 5, 2022	Friday
8. Round One Information Responses Filed	August 30, 2022	Tuesday
9. Parties to file motions on Round One IRs	September 2, 2022	Friday
10. Board to hear motions	September 7, 2022	Wednesday
11. Round Two Information Requests Filed	September 12, 2022	Monday
12. Reminder Notice of Public Hearing	September 17, 2022	Saturday
13. Round Two Information Responses Filed	September 27, 2022	Tuesday
14. Parties to File any Motions	September 29, 2022	Thursday



15. Hearing Issues Meeting of Counsel	October 3, 2022	Monday
16. Board to Hear Motions	October 5, 2022	Wednesday
17. Intervener Evidence Filed	October 7, 2022	Friday
18. Information Requests on Intervener Evidence	October 11, 2022	Tuesday
19. Rate Update Filed	October 12, 2022	Wednesday
20. Interveners Information Responses	October 14, 2022	Friday
21. MPI Rebuttal Evidence	October 17, 2022	Monday
22. Hearing commences	October 19 to 21	Wednesday to Friday
	October 24 to 28	Monday to Friday
	October 31 to November 4	Monday to Friday
	November 7 to 9	Monday to Wednesday
Board Issues Order	December 21, 2022	Wednesday

**SCHEDULE "E"**  
**PROCEDURES TO BE FOLLOWED AT THE**  
**MANITOBA PUBLIC INSURANCE CORPORATION 2023 RATE APPLICATION**

1. Hearing and Rural Meetings:
  - (a) Winnipeg hearing will be held at the Board's office, 4<sup>th</sup> Floor, 330 Portage Avenue, Winnipeg, commencing on October 19, 2022 at 9:00 a.m. and continuing thereafter as necessary.
  - (b) Rural Meetings (if necessary) – time, location and place to be identified.
  
2. Hearing Times Each Day:
  - 9:00 a.m. to 12:00 Noon
  - 1:15 p.m. to 4:00 p.m.(amendments may be made by the Board at the hearing)
  
3. Assigned Sittings: Presenters will be heard commencing at 1:15 p.m. on Wednesday, October 19, 2022 and continuing that day as necessary.
  
4. Opening Statements by Board Counsel, Counsel for MPI and Counsel or representatives of registered Interveners.
  
5.
  - (a) MPI to file its application and supporting evidence.
  - (b) MPI to introduce witnesses. Board counsel and Interveners to cross-examine the Corporation's witnesses (order to be determined).
  
6.
  - (a) Leading of testimony by witnesses for Interveners, if any, will be in alphabetical order by name of Interveners and updated as necessary.
  - (b) Witnesses to be available for cross-examination by all parties following each presentation.
  
7. All information requests are to be filed in the prescribed form (attached hereto as **Schedule "F"**) and responded to using the prefixes as assigned by the Board

when Interveners are registered (set out in the body of the Order). The party requesting information is to use firstly their prefix followed by the prefix of the party being asked e.g. PUB (MPI), etc. Interrogatories are to be numbered sequentially through 1st and 2nd rounds, e.g. PUB (MPI) 1-3, PUB (MPI) 2-7.

8. All pre-filed evidentiary material to be filed at the commencement of the hearing by Board Counsel using assigned prefixes.
9. All witnesses to highlight their evidence.
10. All witnesses to be sworn or affirmed.
11. Daily transcripts will be available at no charge on the PUB web site ([www.pub.gov.mb.ca](http://www.pub.gov.mb.ca)).
12. It is the Board's request that all motions be dealt with pursuant to the Board's Timetable.
13. The Board's Rules of Practice and Procedure (available on the Board's website) dealing with the awarding of costs will apply to all matters before the Board.
14. The Board indicates its willingness to be available for any problems that may arise during the exchange of information at any time, such time to be arranged through Board Counsel.
15. Seven (7) paper copies of material are to be submitted to the Board's offices and three (3) copies are to be submitted to Board Counsel at the following address:  
Attention: Kathleen McCandless, Robert Watchman, and Kara Moore, Pitblado LLP, 2500 – 360 Main Street, Winnipeg, MB R3C 4H6.
16. Electronic copies of all material including the evidence of parties, are required to be submitted to the Board's e-mail address: [publicutilities@gov.mb.ca](mailto:publicutilities@gov.mb.ca). Where

schedules or other attachments accompany an electronic file, that filing must be discrete and include only the item and schedules to which each refers. The electronic files shall be named in accordance with their parties prefix as per #7. All electronic filings shall be in Adobe Acrobat format, with protection securities allowing printing, content copying, content copying for accessibility and page extraction.

**SCHEDULE "F"**  
**INFORMATION REQUEST TEMPLATE**

**Manitoba Public Insurance 2023/24 General Rate Application**

Optional Applicant Logo

XXX/XXX X-X

<b>Part and Chapter:</b>		<b>Page No.:</b>	
<b>PUB Approved Issue No.:</b>			
<b>Topic:</b>			
<b>Sub Topic:</b>			

**PREAMBLE TO IR (IF ANY):**

**QUESTION:**

**RATIONALE FOR QUESTION:**

**RESPONSE:**

**RATIONALE FOR REFUSAL TO FULLY ANSWER THE QUESTION:**