

Order No. 64/23

MANITOBA PUBLIC INSURANCE CORPORATION (MPI OR THE CORPORATION):

**INTERIM PROCEDURAL ORDER RESPECTING PRELIMINARY ISSUES LIST
AND COMMERCIALLY SENSITIVE INFORMATION (CSI) PROCESS
FOR 2024 GENERAL RATE APPLICATION FOR COMPULSORY 2024/2025 DRIVER
AND VEHICLE INSURANCE PREMIUMS AND OTHER MATTERS**

May 23, 2023

**BEFORE: Irene A. Hamilton, K.C., Panel Chair
Robert Gabor, K.C., Chair
George Bass, K.C., ICD. D, Member
Susan Boulter, Member**

Table of Contents

1.0	SUMMARY	3
2.0	BACKGROUND	3
3.0	PRELIMINARY ISSUES LIST	5
4.0	MPI COMMENTS	8
5.0	CAC COMMENTS	9
6.0	CMMG COMMENTS	10
7.0	TAXI COALITION COMMENTS	10
8.0	BOARD FINDINGS	10
9.0	IT IS THEREFORE ORDERED THAT	12
	SCHEDULE A	17
	SCHEDULE B	22
	SCHEDULE C	29

1.0 SUMMARY

By this Order, the Public Utilities Board of Manitoba (Board) establishes, on an interim basis, the Preliminary Issues List for the anticipated General Rate Application (GRA) of Manitoba Public Insurance Corporation (MPI or Corporation) for base rates and premiums for compulsory driver and vehicle insurance to take effect April 1, 2024 (2024 GRA or Application).

2.0 BACKGROUND

By correspondence from Board counsel to MPI and prospective interveners dated April 26, 2023, the Board advised that it would be advancing the determination of the scope of issues to be considered at the 2024 GRA hearing on a preliminary basis. Included with the correspondence of April 26, 2023 was a Preliminary Issues List for the 2024 GRA. The Board invited MPI and the prospective interveners to provide their comments on the scope of the issues by May 3, 2023, following which this Interim Order would issue. In addition, the Minimum Filing Requirements (MFRs) for the 2024 GRA would be provided to MPI following the issuance of this Order.

Following this Interim Order, a final Issues List will be approved by the Board in its Procedural Order, which will follow the Pre-Hearing Conference.

On May 3, 2023, the Board received written comments on the Preliminary Issues List from MPI and three prospective interveners, Consumers' Association of Canada (Manitoba) Inc. (CAC), Coalition of Manitoba Motorcycle Groups (CMMG) and Unicity Taxi Inc. and Duffy's Taxi Inc. (Taxi Coalition or TC).

Also, by Order in Council No. 94/2023, on April 3, 2023, the Minister directed MPI to undertake an organizational review, which is to include:

- a) A structural review of the Corporation's lines of business;

- b) An examination of the allocation of resources across the Corporation's lines of business, including future growth of staffing complementation to improve service delivery;
- c) An assessment of the senior management complement including management roles (spans of control) and how those roles contribute to the overall strategic direction of the organization;
- d) An analysis of operational expenditures, including the allocation of costs across the Corporation's lines of business;
- e) An evaluation of current expenditure management initiatives, and identification of opportunities;
- f) Consideration of the Corporation's processes and procedures for developing forecasts and projections, preparing reports and undertaking evaluations regarding individual programs, lines of business and the organization overall; and
- g) Additional matters identified by the Minister responsible for the Corporation.

The organizational review is to consider the Corporation's operations over the period of fiscal years 2021/2022 and 2022/2023.

The Ministerial Directive further requires that in this GRA, MPI is to propose no changes to rates for service pending the completion of the organizational view, and is to engage with the Board to discuss issues noted by the Board in Order 4/23 and to explore potential improvements to the rate approval process.

3.0 PRELIMINARY ISSUES LIST

The Preliminary Issues List, as determined by the Board and circulated to MPI and the interveners of record on April 26, 2023, set out the following issues as those to be considered in the 2024 GRA.

First, the following issues would be considered within the scope of the 2024 GRA in the normal course:

1. Projected claims, expenses, and vehicle counts, based on accepted actuarial practice in Canada;
2. Large loss loading based on Order 4/23, Directive 2;
3. Projected new money yield based on existing methodology, as well as split new money yield as based on Order 4/23, Directive 7;
4. Compliance with Orders 4/23 and 35/23, and any outstanding directives from past orders;
5. Financial forecast:
 - a) Financial forecast accuracy (2022/23 forecast versus actual results);
 - b) Changes in projected financial results;
 - c) Impact of IFRS 9 and 17;
 - d) Investment income forecast;
6. Changes to integrated cost allocation methodology;
 - a) Impact of IFRS 17 on methodology;

7. Annual Business Plan;
8. 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);
9. Cost of operations and cost containment measures;
10. Claims forecasting, including but not limited to PIPP and changes or enhancements to claims forecasting design;
11. Vehicles for Hire (VFH);
12. Driver Safety Rating (DSR), including but not limited to MPI's progress towards a plan for changes to the DSR model, implementation of Order 4/23, Directive 16, vehicle discounts, and driver premiums;
13. Operational benchmarking;
14. Information Technology (IT) benchmarking and value management;
15. Run-off of prior year claims during 2022/23;
16. Risk Assessment and Risk Management; and
17. Other issues that may arise (depending upon the nature and scope of the issue) based on a review of the application.

The following issues would require more detailed consideration at the 2024 GRA:

18. Interest Rate Forecast;
19. Project Nova, including but not limited to:
 - a) Re-baseline;
 - b) Scope;

- c) Budget and financing options, including debt financing;
- d) Staffing; and
- e) Meeting required by Order 4/23, Directive 19 (as varied by Order 35/23).

20. IT Strategic Plan and IT Expenses and Projects planned for or ongoing in the rating years, other than Nova; and

21. Asset Liability Management Study (in accordance with Directives 11.19 and 11.20 of Order 134/21), including implementation.

Finally, the following issues would be deferred from the 2024 GRA to future applications, or would be the subject of a technical conference or another process:

- 22. Requested vehicle rate and any changes to other fees and discounts;
- 23. Capital Management Plan;
 - a) Transfers of Extension excess capital;
- 24. Road Safety;
- 25. Long tail experience from other jurisdictions, in particular, Québec and Saskatchewan.

4.0 MPI COMMENTS

MPI made the following suggestions regarding the Preliminary Issues List:

- With respect to Integrated Cost Allocation Methodology (ICAM), MPI suggests limiting the review to IFRS 17 changes, on the basis that in Order 34/23, the Board deferred certain directives related to the ICAM, issued after the 2023 GRA, to the 2025 GRA. In addition, the organizational review will include an examination of the allocations of resources across MPI's lines of business and an analysis of operational expenses.
- Regarding Driver Safety Rating, MPI suggests clarifying the wording of the issue, because it appears that the Board referred to Directive 16 of Order 4/23 as related to the implementation of specific vehicle discounts or driver premiums, when in fact it relates to changes to the DSR model. MPI therefore recommends the following revision to the issue:

Driver Safety Rating (DSR), in accordance with Directives 12.15 and 12.16 of Order 4/23, included but not limited to MPI's progress towards a plan for changes to the DSR model, moving vehicle discounts, and driver premiums by one fourth of the way to the actuarially indicated percentage.

- Lastly, with respect to the Capital Management Plan (CMP), MPI submits that it should not be deferred except with respect to transfers from the Extension line of business. MPI will present a revised CMP in the 2024 GRA, which includes specific criteria and processes under which it will apply to the Board for a capital rebate, and therefore, the CMP should be an issue in this Application.

MPI also proposes a change to the process for distribution of commercially sensitive information (CSI) in this GRA. The current practice has required MPI to obtain approval from the Board of undertakings of confidentiality and confidentiality agreements at the Pre-Hearing Conference (PHC) held after the Application is filed. MPI explains that this inhibits

the timely delivery of CSI material to interveners before the filing deadline for Round 1 Information Requests.

MPI suggests that, rather than waiting until the PHC, the Board circulate the proposed undertaking and confidentiality agreement in this Order for signing by prospective interveners at this time. If, following the PHC, a prospective intervener is granted leave to intervene in the GRA, MPI would be in a position to distribute CSI material immediately to that approved intervener following the issuance of the Procedural Order. MPI submits that through this minor adjustment, delays caused by waiting until the issuance of the procedural order can be avoided.

5.0 CAC COMMENTS

CAC noted that it appears the Preliminary Issues List has taken aspects of the Ministerial Directive into account in deferring certain issues in the 2024 GRA, and CAC has concerns with these deferrals.

CAC recommends that the requested vehicle rate and any changes to other fees and discounts not be deferred in this GRA. Changes to vehicle rates, fees and discounts should be added to the issues to be reviewed in the normal course.

CAC also raises concerns about the deferral of the CMP and requests that it be added to the issues to be considered in the normal course, along with the following sub-issues:

- Transfers of Extension excess capital to DVA;
- Criteria and processes for applications for capital rebates; and
- Detailed calculations supporting the MCT ratio.

CAC further recommends adding as a sub-issue to Project Nova a report on any lessons learned by the implementation of Project Nova in the Special Risk Extension (SRE) line of business.

Lastly, CAC suggests that the Issues List and/or the MFRs allow participants in the GRA to obtain an update on the organizational review process, including confirmation of the reviewer's scope of work.

6.0 CMMG COMMENTS

CMMG states that the Ministerial Directive has no impact on the Board's jurisdiction over the determination of just and reasonable rates in the GRA process. CMMG intends to examine the evidence provided by MPI and make submissions as to whether the rates are justified, even where MPI has made no proposal for change. Therefore, CMMG requests that this not be deferred, but instead be added to the issues to be examined in the normal course.

CMMG also requests that the CMP be added to the issues for review in this GRA.

7.0 TAXI COALITION COMMENTS

TC limited its comments to the deferral of the CMP. TC submits that it would be both useful and helpful to test a new CMP in this Application, as the CMP is important to all ratepayers, and particularly, the Taxi VFH stakeholders. TC therefore requests that the CMP be added to the issues to be reviewed in the normal course.

8.0 BOARD FINDINGS

The Board has taken into account all of the parties' comments and finds that it is appropriate to incorporate the following revisions to the Preliminary Issues List:

- **CMP:** Given that MPI will be filing a revised CMP in this GRA, the Board accepts the comments by MPI and prospective interveners and finds it is appropriate to add this issue to be considered in the normal course. The Board finds that there is no need to limit the scope of the review of CMP to that suggested by MPI, nor is there any

need to change the wording of this issue from previous GRAs. All aspects of the CMP, including transfers from Extension, will be considered.

- Project Nova: The Board accepts CAC's recommendation to add a sub-issue (f) to report on lessons learned from implementation of Nova in the SRE line of business.
- DSR: It was not the Board's intention to characterize Directive 16 of Order 4/23 as related to implementation of vehicle discounts or driver premiums. The reference to Directive 16 was to be in addition to the other issues mentioned therein. Nevertheless, to avoid confusion, the Board has changed the wording of this issue to read as follows:

Driver Safety Rating (DSR), including but not limited to MPI's progress towards a plan for changes to the DSR model, moving vehicle discounts, and driver premiums by one-fourth of the way to the actuarially indicated percentage, and implementation of Order 4/23, Directives 15 and 16.

- ICAM: The Board also accepts that MPI will be undertaking significant work on the ICAM, to be reviewed in the 2025 GRA. However, should there be any material changes to ICAM since the 2023 GRA, the Board expects this to remain an issue along with the impact of IFRS 17 on the methodology. The Board has therefore revised this issue to read as follows.

Changes, if any, to integrated cost allocation methodology since the 2023 GRA;

Impact of IFRS 17 on methodology;

- With respect to the deferral of the requested vehicle rate and any changes to other fees and discounts, the Board understands the concerns raised by CAC and CMMG. The Board recognizes that the Ministerial Directive has no impact on its jurisdiction to make any order as to rates that it finds just and reasonable on the basis of the evidence. The Board has deferred this specific issue, recognizing that MPI will not

be *requesting* any changes to rates in this GRA. However, in its place, the Board added Issues 1 - 3 to the Preliminary Issues List in order to ensure that the necessary evidence is before the Board for it to exercise its jurisdiction. The Board expects that all aspects of ratemaking will still be reviewed and considered in this GRA notwithstanding that MPI will not be requesting any changes in rates. Accordingly, the Board does not find it necessary to make any changes to this issue.

Finally, the Board accepts MPI's recommendation to make confidentiality agreements and undertakings of confidentiality available to prospective interveners prior to the filing of the GRA to prevent delays in the distribution of CSI to approved interveners. Therefore, any prospective intervener intending to request copies of CSI may provide signed undertakings and agreements as set out in Schedules A to C to this Order prior to the filing of the GRA.

Nevertheless, in Order 4/23, the Board commented that the volume of CSI has become significant in recent GRAs and the timetable leaves little time for robust analysis of the claims for confidentiality made by MPI and its third-party consultants. While, by this Order, the Board has approved a minor change to the timing of signing of undertakings and confidentiality agreements, it still intends to receive comments in the upcoming PHC from the parties regarding potential improvements to the process that will allow for a more thorough examination of CSI claims.

9.0 IT IS THEREFORE ORDERED THAT:

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

1. Projected claims, expenses, and vehicle counts, based on accepted actuarial practice in Canada;
2. Large loss loading based on Order 4/23, Directive 2;
3. Projected new money yield based on existing methodology, as well as split

new money yield as based on Order 4/23, Directive 7;

4. Compliance with Orders 4/23 and 35/23, and any outstanding directives from past orders;

5. Financial forecast:

- a) Financial forecast accuracy (2022/23 forecast versus actual results);
- b) Changes in projected financial results;
- c) Impact of IFRS 9 and 17;
- d) Investment income forecast;

6. Changes, if any, to integrated cost allocation methodology since the 2023 GRA;

- a) Impact of IFRS 17 on methodology;

7. Annual Business Plan;

8. Capital Management Plan;

- a) Transfers of Extension excess capital;

9. 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);

10. Cost of operations and cost containment measures;

11. Claims forecasting, including but not limited to PIPP and changes or enhancements to claims forecasting design;

12. Vehicles for Hire (VFH);
13. Driver Safety Rating (DSR), including but not limited to MPI's progress towards a plan for changes to the DSR model, moving vehicle discounts, and driver premiums by one-fourth of the way to the actuarially indicated percentage, and implementation of Order 4/23, Directives 15 and 16;
14. Operational benchmarking;
15. Information Technology (IT) benchmarking and value management;
16. Run-off of prior year claims during 2022/23;
17. Risk Assessment and Risk Management; and
18. Other issues that may arise (depending upon the nature and scope of the issue) based on a review of the application.

2. The following issues require detailed consideration in the 2024 GRA:

19. Interest Rate Forecast;
20. Project Nova, including but not limited to:
 - a. Re-baseline;
 - b. Scope;
 - c. Budget and financing options, including debt financing;
 - d. Staffing;
 - e. Meeting required by Order 4/23, Directive 19 (as varied by Order 35/23);
 - f. Lessons learned from implementation of Project Nova in the Special Risk Extension line of business;

21. IT Strategic Plan and IT Expenses and Projects planned for or ongoing in the rating years, other than Nova; and

22. Asset Liability Management Study (in accordance with Directives 11.19 and 11.20 of Order 134/21), including implementation.

3. The following issues are deferred from the 2024 GRA to future applications, or will be the subject of a technical conference or another process:

23. Requested vehicle rate and any changes to other fees and discounts;

24. Road Safety;

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

4. Parties who intend to apply for intervenor status in the 2024 GRA (Prospective Interveners), and/or their legal counsel, representatives, employees, advisors, consultants and assistants, who intend to seek access to material claimed as Commercially Sensitive (CSI) by MPI shall execute:

a) An undertaking in the form attached hereto at Schedule A;

b) A confidentiality agreement in favour of the Manitoba Public Insurance Corporation in the form attached hereto at Schedule B; and

c) Where applicable, a confidentiality agreement in favour of the third-party vendor in the form attached hereto at Schedule C.

5. The undertakings and confidentiality agreements set out at 4(a), (b) and (c) will apply to material filed with the Board and initially claimed as CSI by MPI, and ultimately found by the Board to be CSI.

6. Prospective Interveners and their legal counsel, representatives, employees, advisors, consultants and assistants shall only be entitled to receipt of CSI if they apply for, and are granted, intervener status in the 2024 GRA. The receipt of CSI by approved interveners is subject to any further orders or directions that may be issued by the Board in respect of the CSI process.

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 Board's Rules may be viewed on the Board's website at www.pubmanitoba.ca.

THE PUBLIC UTILITIES BOARD

"Irene Hamilton, K.C."

Panel Chair

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

Secretary

Certified a true copy of Order No. 64/23
issued by The Public Utilities Board



Secretary

SCHEDULE A**UNDERTAKING OF CONFIDENTIALITY**

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

WHEREAS on [REDACTED], 2023, in Interim Procedural Order [REDACTED]/23 (the "**Order**"), the Public Utilities Board of Manitoba (the "**Board**") ordered, that, in anticipation of MPI's 2024 General Rate Application ("**2024 GRA**"), certain documents be may 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 the PUB-approved CSI Process requires any intervener to the 2024 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, I am a (lawyer, representative, employee, advisor, consultant, assistant) for/of/to a party intending to apply for intervener status in the 2024 GRA, and, if such application is approved, may, in course of my duties, handle or review some or all of the Confidential Documents in order to permit the intervener 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 2024 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 2024 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 2024 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 2024 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 2024 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 2024 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 2024 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 2024 GRA or any appeal, review or rehearing of the PUB's decision in the proceeding for the purpose of participating in the 2024 GRA or any appeal, review or rehearing from the PUB's decision in the proceeding;
10. approval of intervener status in the 2024 GRA by the PUB and 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 intervener or me personally; and
 - b. an immediate and absolute revocation of the right of the intervener 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 2024 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 Interim Procedural Order __/23 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

SCHEDULE B

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 [], 2023, in Interim Procedural Order []/23 (the "**Order**"), the Public Utilities Board of Manitoba (the "**Board**") ordered, that, in anticipation of MPI's 2024 General Rate Application ("**2024 GRA**"), certain documents be may 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 permits MPI to provide a non-redacted copy of the Confidential Documents to the Confidant, if approved as an Intervener in the 2024 GRA, and upon and 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 2024 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.

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 King'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]

WITNESS [PRINTED NAME]

CONFIDANT

[CONFIDANT SIGNATURE]

SCHEDULE C

THIS CONFIDENTIALITY AGREEMENT made this [redacted] day [redacted], 20 [redacted]

BETWEEN:

[redacted],
(called "the **Owner**")

of the first part,

- and -

[redacted],
(called the "**Confidant**")

of the second part.

WHEREAS on [redacted], 2023, in Interim Procedural Order [redacted]/23 (the "**Order**"), the Public Utilities Board of Manitoba (the "**Board**") ordered, that, in anticipation of MPI's 2024 General Rate Application ("**2024 GRA**"), certain documents be may 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 permits MPI to provide a non-redacted copy of the Confidential Documents to the Confidant, if approved as an Intervener in the 2024 GRA,

and upon and 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 2024 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"**):

- (c) to give instructions to, carry out critical analysis, form conclusions and/or advise an Authorized Person; an
- (d) 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 King'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]