



MANITOBA  
PUBLIC INSURANCE

## Terms and Conditions

The following terms and conditions apply to the purchase of salvage vehicles or other property (each, a “**Salvage Item**”) from The Manitoba Public Insurance Corporation (“**MPI**”) via the Auction Center Application (“**Auction Center**”) at Impact Auto Auctions Ltd., whether branded as “**IAA**”, “Impact Auto Auctions”, or otherwise (“**IAA**”). By bidding on Salvage Items sold via auctions on Auction Center, (each referred to as a “**Salvage Auction**”), you, the buyer, acknowledge and accept the terms and conditions set out below.

Please read the terms and conditions carefully prior to bidding on a Salvage Item. The latest version of these terms and conditions are available on [MPI’s website](#), and it is your responsibility to ensure that you read, understand and agree to the latest version prior to bidding. MPI reserves the right to change any of these terms and conditions at any time, without prior notice. Please check the latest information posted herein to inform yourself of any changes.

## IAA Policies

The following IAA Policies do not apply to MPI Salvage Items:

- Seller’s Obligations
- Arbitration Rules
- MPI does not accept payment via Electronic Transfers
- MPI does not provide assistance in arranging transportation

## Limitation of Liability

Buyer agrees that in no event will MPI be liable to buyer for indirect, consequential, punitive, exemplary or special damages, loss of goodwill, work stoppage, data loss,

computer failure or malfunction or lost profits (collectively “**Damages**”). Without limiting the foregoing, buyer further agrees that MPI will not be liable to buyer for losses or Damages due in whole or in part as a direct or indirect result of any theft, conversion, loss, damage, claim, expense (including legal fees), suit or demand (collectively “**Loss**”) arising out of, based upon or resulting from the possession, transportation, use, storage or operation of any Salvage Item, including but not limited to Loss or Damages due to or caused by or during transportation, delay, dispute decision, cancelled sale, clerical errors, fire, storm, flood, war, civil disturbance, riot, epidemic, pandemic, public health emergency, quarantine, governmental order, act of God, lightning, earthquake, or other similar casualty.

## **Indemnity**

Buyer agrees to indemnify, defend and hold harmless MPI from and against any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable legal fees and expenses, in any way related to or arising out of the breach of these Terms and Conditions by a buyer or by any employee, representative, driver, agent, subcontractor or contractor of a buyer.

## **Registration**

To buy Salvage Items from MPI, you must register as a buyer on Auction Center.

Even if you successfully register on Auction Center and are the successful bidder in a Salvage Auction, MPI reserves the right, in its sole discretion, to refuse to complete the transaction for the purchase of a Salvage Item by any individual or entity for any reason.

## **Salvage Item Condition and History Disclaimer**

All Salvage Items are sold “as-is” and without warranty or guarantee of any kind, either written, expressed or implied, as to merchantability or fitness for a particular purpose or otherwise. While MPI endeavors to ensure the accuracy of the information related to Salvage Items being sold, MPI does not warrant that item specifications are complete, accurate, or error-free. The information provided is not intended to, and does not constitute, a representation or guarantee of any kind.

Salvage Items located in Winnipeg may only be viewed online. Salvage Items located outside of Winnipeg may be viewed online and will also be available for in person viewing at the applicable storage facility and it is up to you to determine whether you should view those Salvage Items in person. Regardless of any viewing options, you accept Salvage Items with any faults or defects. MPI will not contact previous owners and/or shops for missing keys, parts or vehicle history.

**Without limiting the generality of the above, MPI does not guarantee:**

- The accuracy of vehicle year, make or model;
- The accuracy of the odometer or mileage reading.
- The structural or mechanical condition of Salvage Items;
- The Salvage Item to be exactly as shown in photographs;
- That keys are available for all vehicles;
- That Salvage Items are free from liens, security interests, or other charges.

**You understand and acknowledge that:**

- Salvage status can be:
  - Salvageable: Vehicles with a salvageable status have collision damage, structural damage or both.

- Salvageable with Exception: Vehicles with cosmetic damage only (i.e., damage that does not render the vehicle unsafe, structurally or mechanically).

Vehicles with a Salvageable with Exception designation may be further designated as:

- Writeoff (Other);
  - Writeoff (Stolen);
  - Writeoff (Hail),
  - Normal; or
  - Rebuilt.
- Irreparable: Vehicles with an irreparable status cannot be returned to the roads and are sold for parts only.
- Where a vehicle is listed as “Irreparable”, “Salvageable” or “Writeoff”, such vehicle is mechanically and otherwise unfit to be driven on the highways of Manitoba in accordance with The Drivers and Vehicles Act;
  - Vehicles designated as “Salvageable” and “Writeoff” will require the appropriate certification, which may include a Certificate of Inspection or Body Integrity Certificate, prior to registration in Manitoba; and
  - Vehicles designated as “Irreparable” cannot be registered or insured in Manitoba.

**BUYERS PURCHASING FROM OUTSIDE OF MANITOBA MUST VERIFY REQUIREMENTS AND CERTIFICATIONS FOR THE INTENDED USE OF THE SALVAGE ITEM WITH THE APPROPRIATE REGISTRATION AUTHORITY.**

## Viewing

Salvage Items located at 1981 Plessis Road in Winnipeg Manitoba (“**MPI’s Salvage Yard**”) may only be viewed online. Salvage Items located outside of Winnipeg may be

viewed online or in person at the applicable storage facility. For in person viewing hours, please contact the applicable storage facility.

## **Payment**

Payment can be completed through Auction Center using Interac Online or financing options may be available. In-person payments can be accepted at MPI's Salvage Yard by cash, debit card, credit card, and certified cheque. Cash payment is subject to a cash handling fee.

Payment for Salvage Items by buyers designated as a "Public Buyer" is required no later than 11:59 p.m. Central Standard Time on sale day. Payment for Salvage Items by buyers not designated as a 'Public Buyer" is required no later than 11:59 p.m. Central Standard Time on the first Monday following the sale date. NOTE: In person payments at MPI's Salvage Yard will only be accepted during regular business hours which are 8:30 a.m. to 4:30 p.m. Central Standard Time from Monday to Friday.

If payment is not received in full and on time, the Salvage Item may be re-sold at the next auction sale on an unreserved basis. You will be liable to MPI for all losses incurred including the difference in sale price (if any) plus applicable fees as determined in MPI's sole discretion. Failure to pay promptly can result in the permanent loss of your auction privileges.

## **Transaction Rejection**

MPI reserves the right, in its sole discretion, to refuse to complete the transaction for the purchase of any Salvage Item by any individual or entity for any reason.

## **Sale Cancellation**

MPI may in its sole discretion, postpone or cancel a sale or withdraw any Salvage Item from any sale prior to receipt of full payment. MPI will have no liability or obligation to buyers as a result of any Salvage Item withdrawal or sale cancellation or postponement. Further, MPI reserves the right in its sole discretion to cancel, reverse or reject a sale transaction in the event of fraudulent or other misrepresentation in the Salvage Item description or bidding information. In the event a sale is cancelled after a buyer has remitted payment, MPI will credit the full amount by the same method used to remit the payment.

## **Buyer Dispute**

For disputes related to a particular purchase of an MPI Salvage Item, buyers should contact MPI Salvage Operations via email [MPISalvage@mpi.mb.ca](mailto:MPISalvage@mpi.mb.ca) or by phone 204-985-7844.

For technical issues with the site or a particular auction, buyers should contact IAA.

## **Release of Salvage Items and Ownership Documents**

MPI will not release possession of any Salvage Item(s) to a buyer until the total purchase price for all Salvage Item(s) listed on the invoice has been fully paid or financing has been approved for the full amount of the invoice. In the event that you, the buyer fail to pay the total purchase price within the prescribed time, or fail to comply with any of the terms of sale, MPI reserves the right to award the Salvage Item(s) listed on the invoice to another bidder or to re-auction the Salvage Item(s). MPI also reserves the right not to release any Salvage Item(s) or ownership document for any reason prior to receipt of full payment. Bills of sale will be provided to the buyer upon full payment being received.

## **Bids Entered**

Subject to MPI's cancellation and transaction refusal rights described herein, all sales are final. Once a bid has been submitted, there will be no refunds, exchanges, retraction of bids or returns. MPI encourages all buyers to carefully review their bids prior to submission.

Salvage Items may be subject to a reserve or opening bid, which is the confidential minimum price acceptable to MPI.

## **Salvage Item Pick-up**

Salvage Items must be picked up within the specified timeframe. If any Salvage Item is not picked up within the specified timeframe, the buyer is responsible for any per-day charges incurred per Salvage Item. Salvage Items remaining at MPI's Salvage Yard after the sale date will be at the sole risk of the buyer. The buyer assumes all risk of loss or further damage to the Salvage Item once the Salvage Item has been paid for in full.

The buyer must remove all of its awarded Salvage Items from the applicable salvage yard as follows:

## **Commercial Items**

Purchased Salvage Items must be removed within 3 days after the payment has been received. MPI's Salvage Yard pickup hours are 8:00 a.m. – 8:00 p.m., 7 days a week (or at a location as otherwise indicated by MPI).

## **Rural Items**

Buyers have 7 days from a Salvage Auction date to pick up Salvage Items. For pickup hours, please contact the applicable storage facility for its hours of operation.

MPI is responsible for storage charges up to 7 days after the date that rural Salvage Items are sold. Any additional charges incurred after the 7-day period will be the sole responsibility of the buyer.

## **Winnipeg Salvage Items**

Salvage Items located at MPI's Salvage Yard will remain within MPI's Salvage Yard until removed by the buyer or towing company. Once a Salvage Item has been paid for, the buyer may access MPI's Salvage Yard to retrieve their purchase.

- MPI's Salvage Yard business hours: 8:30 a.m. – 4:30 p.m. (Monday to Friday).
- After-hours pick up: buyers must attend the main security entrance to gain access into MPI's Salvage Yard.
- Buyers must adhere to the signage posted within MPI's Salvage Yard.
- All Salvage Items requiring towing (i.e. salvage vehicles) must be towed from MPI's Salvage Yard in accordance with the Highway Traffic Act (Manitoba) and the Drivers Vehicles Act (Manitoba).
- Salvage Item removal from MPI's Salvage Yard:
  - Buyers designated as a "Public Buyer" must remove their Salvage Items no later than 11:59 p.m. Central Standard Time on the first Friday following the sale.



- Buyers not designated as a “Public Buyer” must remove their Salvage Items no later than 11:59 p.m. Central Standard Time on the first Monday following the sale. Failure to remove Salvage Items by this deadline will result in storage and/or additional fees.
- Buyers are to ensure that MPI’s Salvage Yard security has seen the gate pass before a Salvage Item leaves MPI’s Salvage Yard. If using a contract tower, buyers must provide the contract tower with a copy of the gate pass in order to remove Salvage Items.
- Loading of Salvage Items is available Wednesdays, from 2:30 p.m. to 4:30 p.m. and Thursdays, from 9 a.m. to 11 a.m. Salvage Items must be loaded within the designated loading area.

## **Rules While on MPI Property**

- No smoking inside any buildings on MPI property.
- Buyers are expected to behave professionally and in a courteous manner when interacting with other buyers, MPI employees and customers at all times.
- Drive slowly – watch for vehicle and pedestrians.
- Use headlights and emergency flashers at all times to increase your vehicle's visibility.
- Persons under the age of 18 must be supervised by a responsible adult at all times.
- Pedestrians – be aware of vehicle traffic at all times.
- Use extra caution when slippery conditions are present and be aware of uneven road surfaces.
- No climbing onto, under or on top of salvage vehicles.

- No boosting or starting of salvage vehicles.
- Comply with all posted speed limits and other signage.
- Follow the instructions of security staff.
- Alcohol, drugs or intoxication on the premises is prohibited.
- Tow truck operators must wear Class 2 high visibility apparel and activate lights on tow trucks at all times.
- Operating or driving salvage vehicles in MPI's Salvage Yard is strictly prohibited.
- Any illegal activity including theft, attempted theft, vandalism or tampering with vehicles, violence, threats or intimidation toward others will not be tolerated.
- Illicit buying or selling of salvage, or misrepresentation or fraud regarding any claim to MPI is strictly prohibited and will result in MPI refusing to complete the transaction for the purchase of a Salvage Item by the applicable individual or entity as determined in MPI's sole discretion.

## **Registration Disclaimer**

In the event a vehicle has an active lien, buyers are to contact MPI's Salvage Operations [MPISalvage@mpi.mb.ca](mailto:MPISalvage@mpi.mb.ca) and MPI will endeavor to discharge any registered lien on your purchase.

## **Suspension or Termination of Salvage Privileges**

If any of the following occurs, MPI may, in its sole discretion, immediately terminate or suspend the buyer's account upon providing notice to the buyer:

- Poor purchase history: in past, the buyer has failed to pay in full for awarded Salvage Items;

- Breach of these terms and conditions: the buyer is in breach of any of these terms and conditions ; or
- Inappropriate or disrespectful behaviour: MPI is committed in providing a workplace that is free of disruptive conflict, such as, unlawful discrimination, harassment, disrespectful behaviour or violence

The buyer is responsible and liable for all actions and omissions of its own representatives (such representatives including but not being limited to: employees, contractors such as towers, agents, and other delegates). All representatives of a buyer must comply with the applicable terms and conditions. Where such representatives breach the terms and conditions, MPI reserves the right, in its sole discretion, to suspend or terminate the buyer's account and prohibit the buyer from participating in future auctions.

## Buyer Information

MPI will receive certain information about buyers from IAA. *The Freedom of Information and Protection of Privacy Act* (“**FIPPA**”) and *The Personal Health Information Act* (“**PHIA**”) each impose obligations on MPI to collect, use, or disclose “personal information” and “personal health information”, as those terms are defined in FIPPA and PHIA (collectively called “**Personal Information**”) , in the strictest of confidence, and in accordance with those Acts.

MPI takes the protection of Personal Information very seriously and maintains physical, electronic and procedural safeguards to protect Personal Information from unauthorized access.

### **What information will MPI receive?**

- Buyer contact information
  - name and/or company name
  - address – residential and/or mailing
  - Notification e-mail and e-mail address used to register on Auction Center

- Buyer business information
  - Owner name, address, mailing address, telephone number
  - Owner driver licence information
  - GST/HST numbers
  - License information
  - Tax information
  - Registrant Identification Number (Ontario)
- IAA system information about buyer
  - Bidder and buyer number assigned to buyer by IAA
  - Type of bidder
  - Buyer's jurisdiction
  - Buyer's preferred language
  - Date of Auction Center registration and registration renewals
  - Whether and when Auction Center received buyer's registration package
  - Payment and fee information
  - Suspended status on IAA systems

### **Why will MPI receive this information?**

- To facilitate auction sales of Salvage Items

### **How MPI will use the information?**

- To facilitate auction sales of Salvage Items
- For buyers that choose to finance their purchase of an MPI Salvage Item, information required to facilitate that financing will be shared with the applicable financing company.
- To facilitate the enforcement of requirements under The Drivers and Vehicles Act (Manitoba).

**If you have questions about the collection and handling of your personal information by Manitoba Public Insurance, please contact the Manitoba Public Insurance Access and**

**Privacy Coordinator at 204-985-8770 ext. 7384, or by mail at 702–234 Donald Street, Box 6300, Winnipeg MB, R3C 4A4.**