The Alberta Gazette

Part I

Vol. 103 | Edmonton, Thursday, May 31, 2007 | No. 10

APPOINTMENTS

(Provincial Court Act)

Appointment of Part-time Provincial Court Judge

May 8, 2007
The Honourable Judge Albert George Chrumka

The above appointment is for a term to expire in accordance with section 9.24(8)(b.1)(i) of the Provincial Court Act.

May 26, 2007
The Honourable Judge Lawrence Stuart Witten

The above appointment is for a term to expire in accordance with section 9.24(8)(c) of the Provincial Court Act.

RESIGNATIONS & RETIREMENTS

(Justice of the Peace Act)

Retirement of Justice of the Peace

May 5, 2007
Lawrence Leach of St. Albert

Resignation of Justice of the Peace

May 7, 2007
Sandra McNaughton of Edmonton

GOVERNMENT NOTICES

Agriculture and Food

Form 15

(Irrigation Districts Act)
(Section 88)

Notice to Irrigation Secretariat:
Change of Area of an Irrigation District

On behalf of the **Bow River Irrigation District**, I hereby request that the Irrigation Secretariat forward a certified copy of this notice to the Registrar for Land Titles for the purposes of registration under Section 22 of the *Land Titles Act* and arrange for notice to be published in the Alberta Gazette.

The following parcels of land should be **added** to the irrigation district and the notation added to the certificate of title:

LINC Number	Short Legal Description as shown on title	Title Number
0022 368 393	SOUTH EAST 19-13-17-W4M	941 118 471

I certify the procedures required under part 4 of the *Irrigation Districts Act* have been completed and the area of the **Bow River Irrigation District** should be changed according to the above list.

Len Ring, *Director,*
Irrigation Secretariat.

On behalf of the **St. Mary River Irrigation District**, I hereby request that the Irrigation Secretariat forward a certified copy of this notice to the Registrar for Land Titles for the purposes of registration under Section 22 of the *Land Titles Act* and arrange for notice to be published in the Alberta Gazette.

The following parcels of land should be **added** to the irrigation district and the notation added to the certificate of title:

LINC Number	Short Legal Description as shown on title	Title Number
0016 918 104	4;12;10;4;SE	911 029 018
0012 660 684	4;19;9;28;SE	071 029 986
0022 840 748	4;10;12;9;NW	126 Q 118
0022 264 717	4;19;9;36;NW	001 138 722
0022 264 725	4;19;9;36;NE	001 138 722
0022 264 733	4;19;9;36;SW	001 138 722
0022 264 741	4;19;9;36;SE	001 138 722
0022 244 487	4;19;9;25;NE	001 138 722+1
0028 173 532	9912521;1;1	001 138 722+2
0027 748 938	4;19;9;25;SE	991 015 934+1

I certify the procedures required under part 4 of the *Irrigation Districts Act* have been completed and the area of the **St. Mary River Irrigation District** should be changed according to the above list.

Len Ring, *Director,*
Irrigation Secretariat.

On behalf of the **Western Irrigation District**, I hereby request that the Irrigation Secretariat forward a certified copy of this notice to the Registrar for Land Titles for the purposes of registration under Section 22 of the *Land Titles Act* and arrange for notice to be published in the Alberta Gazette.

The following parcels of land should be **added** to the irrigation district and the notation added to the certificate of title:

LINC Number	Short Legal Description as shown on title	Title Number
0021 856 745	NE 11-26-25-W4M	061 081 184

I certify the procedures required under part 4 of the *Irrigation Districts Act* have been completed and the area of the **Western Irrigation District** should be changed according to the above list.

Len Ring, *Director,*
Irrigation Secretariat.

Energy

Declaration of Withdrawal from Unit Agreement

(Mines and Minerals Act
Petroleum and Natural Gas Tenure Regulations)

The Minister of Energy on behalf of the Crown in Right of Alberta hereby declares and states that the Crown in right of Alberta has withdrawn as a party to the agreement entitled "Ukalta Gas Unit No. 1" effective May 7, 2007.

Sharon Poon for Minister of Energy

Environment

Hosting Expenses Exceeding $600.00
For the quarter ending March 31, 2007

Function: Formation meeting
Purpose: Formation meeting of Battle River Watershed Alliance/Watershed Planning Advisory Council.
Amount: $936.00
Date: November 30, 2006
Location: Killam, Alberta

Function: Consultation session
Purpose: To consult and inform Alberta Municipalities on the Canada Wide strategy for Management of Municipal Wastewater Effluent.
Amount: $869.57
Date: January 15, 2007
Location: Edmonton, Alberta

Function: Consultation session
Purpose: To consult and inform Alberta Municipalities on the Canada Wide strategy for Management of Municipal Wastewater Effluent.
Amount: $1,466.18
Date: January 17, 2007
Location: Calgary, Alberta

Function: Air Quality Modelling workshop
Purpose: Develop a methodology to run a regional air quality model in the Fort McMurray area. Review and update the Alberta air Quality Modelling Guidelines.
Amount: $3,262.20
Date: January 18 and 19, 2007
Location: Calgary, Alberta

Function: Waste reduction and diversion workshop
Purpose: To obtain input from Municipalities on the proposed waste reduction program for construction and demolition waste.
Amount: $982.69
Date: January 22, 2007
Location: Calgary, Alberta

Function: Waste reduction and diversion workshop
Purpose: To obtain input from Municipalities on the proposed waste reduction program for construction and demolition waste.
Amount: $2,051.76
Date: January 30, 2007
Location: Edmonton, Alberta

Function: Waterworks System Workshop
Purpose: To provide waterworks system owners with an understanding of Alberta Environment's full cost accounting reporting initiative.
Amount: $2,693.93
Date: February 20, 2007
Location: Calgary, Alberta

Function: Waterworks System Workshop
Purpose: To provide waterworks system owners with an understanding of Alberta Environment's full cost accounting reporting initiative.
Amount: $1,332.16
Date: February 21, 2007
Location: Lethbridge, Alberta

Function: Waterworks System Workshop
Purpose: To provide waterworks system owners with an understanding of Alberta Environment's full cost accounting reporting initiative.
Amount: $2,889.78
Date: February 28, 2007
Location: Sherwood Park, Alberta

Function: Meet the Minister
Purpose: Stakeholders Meet and Greet the Minister in Fort McMurray.
Amount: $1,221.95
Date: February 23, 2007
Location: Fort McMurray, Alberta

Function: Smoke forecasting workshop
Purpose: Develop a forecasting framework as a foundation for an operational smoke forecasting program in Canada.
Amount: $2,971.70
Date: February 20 and 21, 2007
Location: Edmonton, Alberta

Function: State of the Watershed reporting workshop
Purpose: To further define the task of "State of the Watershed" reporting as required of Watershed Planning Advisory Council (WPAC) partners for effective adaptive watershed management under the Water for Life strategy.
Amount: $625.94
Date: February 23, 2007
Location: Red Deer, Alberta

Function: Watershed Planning and Advisory Council (WPAC) Leadership Summit
Purpose: To further define the shared governance and watershed management planning role with WPAC partners to move forward effectively and achieve Water for Life and other environmental outcomes.
Amount: $2,151.51
Date: February 28 and March 1, 2007
Location: Calgary, Alberta

Finance

Insurance Notice

(Insurance Act)

Notice is hereby given that **Triad Guaranty Insurance Corporation Canada** has been licensed in the Province of Alberta, and is authorized to transact the following class of Insurance: Mortgage.

Effective April 30, 2007

Arthur Hagan, FCIP, CRM
Deputy Superintendent of Insurance.

Notice is hereby given that **PMI Mortgage Insurance Company Canada** has been licensed in the Province of Alberta, and is authorized to transact the following class of Insurance: Mortgage.

Effective April 30, 2007

Arthur Hagan, FCIP, CRM
Deputy Superintendent of Insurance.

Standard Garage Automobile Application (SAF #4)

Standard Garage Automobile Policy (SAF #4)

Notice is hereby given that pursuant to section 610 of the Insurance Act, the Superintendent of Insurance has approved the following Standard Garage Automobile Application Form (S.A.F. # 4) and the Standard Garage Automobile Policy Form (SPF # 4) for use in Alberta, effective September 1, 2007.

Arthur Hagan, FCIP, CRM
Deputy Superintendent of Insurance.

ALBERTA STANDARD GARAGE AUTOMOBILE APPLICATION (S.A.F. No. 4)

Policy No. Assigned: ▶

INSURANCE COMPANY (Hereinafter called the Insurer) ☐ NEW REPLACING POLICY NUMBER ▶

PREFERRED POLICY LANGUAGE ☐ ENGLISH ☐ FRENCH

1. APPLICANT'S FULL NAME AND POSTAL ADDRESS (INCLUDING COUNTY OR DISTRICT)

BROKER'S CLIENT ID COMPANY CLIENT ID

BROKER / AGENT

BRANCH CODE(S)

POSTAL CODE

POLICY BILLING

☐ BROKER/AGENT BILL

☐ COMPANY BILL

☐ PAYMENT PLAN

CONTACT NUMBER	CONTACT NUMBER
☐ BUSINESS	☐ BUSINESS
☐ HOME	☐ HOME
☐ FAX	☐ FAX

BUSINESS ADDRESS (INCLUDING COUNTY OR DISTRICT)

LOCATION OF OTHER PREMISES WHERE BUSINESS IS CONDUCTED (SHOW EACH BUILDING AND LOT SEPARATELY)	STRUCTURE TYPE BUILDING	LOT
(A)		
(B)		
(C)		
(D)		

2. Policy Period ▶ From Time a.m. ☐ p.m. ☐ Date YYYY MM DD To 12:01 a.m. Date YYYY MM DD All times are local times at the applicant's postal address stated herein.

3. THE AUTOMOBILES IN RESPECT OF WHICH INSURANCE IS TO BE PROVIDED ARE THOSE USED IN CONNECTION WITH THE APPLICANT'S BUSINESS OF:

(SPECIFY WHETHER AUTOMOBILE DEALER, REPAIR GARAGE, SERVICE STATION, STORAGE GARAGE OR PARKING LOT AND DESCRIBE ALL OTHER BUSINESS, IN RESPECT OF WHICH INSURANCE IS TO BE PROVIDED, CONDUCTED BY THE APPLICANT AT THE LOCATIONS SPECIFIED IN ITEM 1) HEREOF. **NOTE: THIS FORM SHOULD NOT BE USED FOR RENTAL OR LEASING EXPOSURES.**

4. THE BASIS OF RATING AND CALCULATION OF THE PREMIUM PAYABLE SHALL BE IN ACCORDANCE WITH THE PREMIUM COMPUTATION STATEMENT ATTACHED (AB PCSI).

ESTIMATED TOTAL PAYROLL FOR POLICY PERIOD $

NUMBER OF EMPLOYEES INCLUDING PROPRIETORS, PARTNERS AND EXECUTIVE OFFICERS AT THE EFFECTIVE DATE OF THE POLICY: **FULL TIME** | **PART TIME**

5. THIS APPLICATION IS MADE FOR INSURANCE AGAINST ONE OR MORE OF THE PERILS MENTIONED IN THIS ITEM, BUT ONLY FOR INSURANCE UNDER THE SECTION(S) OR SUBSECTION(S) FOR WHICH A PREMIUM IS SPECIFIED IN THIS ITEM AND NO OTHER AND UPON THE TERMS, CONDITIONS, PROVISIONS, DEFINITIONS AND EXCLUSIONS OF THE INSURER'S CORRESPONDING STANDARD POLICY FORM AND FOR THE FOLLOWING SPECIFIED LIMITS AND AMOUNTS:

INSURING AGREEMENTS	SUB. SEC.	PERILS	LIMITS AND AMOUNTS				ADVANCE PREMIUM
SECTION A THIRD PARTY LIABILITY		LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE APPLICANT.	$	(EXCLUSIVE OF COSTS AND POST JUDGMENT INTEREST) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT.			$
SECTION B ACCIDENT BENEFITS		SUBJECT TO PROVINCIAL LEGISLATION, COVERAGE APPLIES AS FOLLOWS:					
	1	MEDICAL PAYMENTS	AS STATED IN THE ACCIDENT BENEFITS WORDING.				$
	2	DEATH, GRIEF COUNSELLING, FUNERAL AND TOTAL DISABILITY					
	3	UNINSURED MOTORIST COVER					
SECTION C LOSS OF OR DAMAGE TO OWNED AUTOMOBILES	1	COLLISION OR UPSET	ACTUAL CASH VALUE AT TIME OF LOSS OR DAMAGE NOT EXCEEDING THE ACTUAL COST TO THE INSURED		SUM PAYABLE BY INSURED IN RESPECT OF EACH SEPARATE AUTOMOBILE $		$
		MONTHLY AVERAGE BASIS ☐	THE PREMIUM UNDER SUBSECTION 2, 3 AND 4 SHALL BE COMPUTED ON A: OR CO-INSURANCE BASIS ☐ OR		OTHER ☐		
			LOCATION AS PER ITEM 1	SUBSECTIONS INSURED	*LIMIT OF LIABILITY	SUM PAYABLE BY INSURED IN RESPECT OF EACH SEPARATE OCCURRENCE (EXCEPT FOR LOSS OR DAMAGE BY FIRE, LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE)	
	2	COMPREHENSIVE (EXCLUDING COLLISION OR UPSET AND OPEN LOT PILFERAGE)	(A)		$	$	$
	3	SPECIFIED PERILS (EXCLUDING OPEN LOT PILFERAGE)	(B)		$	$	$
			(C)		$	$	$
	4	SPECIFIED PERILS (EXCLUDING THEFT)	(D)		$	$	$
		* IN RESPECT OF EACH AUTOMOBILE, THE ACTUAL CASH VALUE AT THE TIME OF LOSS OR DAMAGE NOT EXCEEDING THE ACTUAL COST TO THE INSURED AND SUBJECT TO THAT LIMIT FOR EACH AUTOMOBILE: (A) THE AMOUNT OF INSURANCE STATED IN THE MONTHLY REPORT, IF ANY, OR (B) THE LIMIT OF INSURANCE STATED HEREIN TO BE APPLICABLE TO EACH SPECIFIED LOCATION FOR LOSS OR DAMAGE FROM ANY ONE OCCURRENCE AT EACH SPECIFIED LOCATION.					
SECTION E LEGAL LIABILITY FOR DAMAGE TO CUSTOMERS' AUTOMOBILES HELD IN THE CARE, CUSTODY OR CONTROL OF THE APPLICANT	1	COLLISION OR UPSET	$	(EXCLUSIVE OF COSTS AND POST JUDGMENT INTEREST) ANY ONE CUSTOMER'S AUTOMOBILE	SUM PAYABLE BY INSURED IN RESPECT OF EACH SEPARATE OCCURRENCE $		$
	2	SPECIFIED PERILS (EXCLUDING OPEN LOT PILFERAGE)	LOCATION AS PER ITEM 1	MAXIMUM NUMBER OF CUSTOMERS' AUTOMOBILES	LIMIT OF LIABILITY (EXCLUSIVE OF COSTS AND POST JUDGMENT INTEREST) ANY ONE OCCURRENCE		
			(A)		$		
			(B)		$		
			(C)		$		
			(D)		$		$

ENDORSEMENTS

MINIMUM RETAINED PREMIUM $

THE ADVANCE PREMIUMS ARE SUBJECT TO THE ADJUSTABLE PREMIUM COMPUTATION PROVISION IN THE POLICY

TOTAL ADVANCE PREMIUM $

STATE NAME AND ADDRESS OF LIENHOLDER OR MORTGAGEE TO WHOM, JOINTLY WITH THE APPLICANT, LOSS, IF ANY, UNDER SECTION C IS PAYABLE AS THEIR INTERESTS MAY APPEAR

6. HAS ANY INSURER CANCELLED, DECLINED OR REFUSED TO RENEW OR ISSUE ANY INSURANCE RELATED TO THE BUSINESS OF THE APPLICANT WITHIN THE THREE YEARS PRECEDING THIS APPLICATION?

IF SO, PROVIDE THE FOLLOWING: INSURER: POLICY NO.:

7. STATE PARTICULARS OF ALL ACCIDENTS, LOSSES OR CLAIMS ARISING OUT OF THE OWNERSHIP, USE OR OPERATION OF ANY AUTOMOBILE (I) BY THE APPLICANT AND (II) IN CONNECTION WITH THE BUSINESS, WITHIN THE THREE YEARS PRECEDING THIS APPLICATION. (LIST SEPARATELY IF NECESSARY.)

INJURY TO PERSONS	DAMAGE TO APPLICANT'S VEHICLES (A) COLLISION	DAMAGE TO APPLICANT'S VEHICLES (B) OTHER	DAMAGE TO PROPERTY OF OTHERS (A) NOT IN CARE OF APPLICANT	DAMAGE TO PROPERTY OF OTHERS (B) IN CARE OF APPLICANT

8. ALL THE STATEMENTS IN THIS APPLICATION ARE TRUE AND THE APPLICANT HEREBY APPLIES FOR A CONTRACT OF AUTOMOBILE INSURANCE TO BE BASED ON THE TRUTH OF THE SAID STATEMENTS.

Where (a) an Applicant for a contract, (i) gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or (ii) knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured willfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.

The applicant acknowledges that all of the information given by the applicant in items 1 through 8 is true and the applicant hereby applies for a contract of automobile insurance to be based on the truth of the said information.

The personal information collected on this application is needed to issue the policy. We are required to provide this information to the Underwriting Information Tracking System, which is a data bank operated on behalf of the automobile insurance industry for the purpose of statistical analysis, identification of eligible risks and the proper rating of those risks. The information in the data bank is available to all insurance companies and insurance agents providing automobile insurance in Canada.

CONSENT: I am applying for automobile insurance based on the information provided in this application. I authorize you to collect, use and disclose the information on this form and any additional information about my driving record, automobile insurance policy and claims history and that of the listed drivers from whom I declare I have obtained consent for these purposes. I understand that this personal information is necessary to assess the risk, issue the insurance contract, renewal or change, detect and prevent fraud and investigate and settle any claims. If I apply for a premium payment plan, I authorize you to obtain and use my credit report.

DATE: YYYY MM DD

PRINT NAME: ____________

SIGNATURE OF APPLICANT:

TITLE:

POSITION:

9. **BROKER/AGENT CONSENT** – I CONFIRM THAT I HAVE READ TO THE APPLICANT(S) THE CONSENT PROVISION IN ITEM 8 OF THIS APPLICATION FORM AND THE APPLICANT(S) HAS / HAVE DECLARED THEIR CONSENT AND FURTHER DECLARES THAT THEY HAVE THE CONSENT OF THE DRIVERS OF THE ***VEHICLES INSURED UNDER THIS CONTRACT OF INSURANCE.***

BROKERAGE/AGENT NAME: BROKER/AGENT:

64401 (03/07) AB

Alberta Garage Automobile Policy
(S.P.F. No. 4)

Index

S.P.F. NO. 4 – STANDARD GARAGE AUTOMOBILE POLICY

INSURING AGREEMENTS

In consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated and subject always to the condition that the Insurer shall be liable only under the Section(s) or subsection(s) of the Insuring Agreements for which a premium is specified in Item 5 of the application.

SECTION A – THIRD PARTY LIABILITY

The Insurer agrees

OWNED AUTOMOBILES (a) to indemnify the insured and, in the same manner and to the same extent as if named herein as the insured, every other person who with the consent of the insured personally drives any owned automobile or operates any part thereof, against the liability imposed by law upon the insured or upon such other person for loss or damage arising from the ownership, use or operation of any such owned automobile; and

NON-OWNED AUTOMOBILES (b) to indemnify the insured against the liability imposed by law upon the insured for loss or damage arising from the use or operation of any customer's automobile or non-owned automobile or part thereof;

AND RESULTING FROM BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO THE PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED.

EXCLUSIONS

The Insurer shall not be liable under this Section:

(a) for any liability imposed on any person insured by this Section
  (1) by any workmen's compensation law or plan; or
  (2) for bodily injury to or the death of any partner, officer or employee of such person while engaged in the business of such person;

(b) for loss or damage to property carried in or upon an automobile owned or driven by any person insured by this Section, or to any property owned or rented by, or in the care, custody or control of any person insured by this Section;

(c) for loss or damage to any customer's automobile;

(d) for any amount in excess of the limit(s) stated in Section A of Item 5 of the application, and expenditures provided for in the Additional Agreements of this Section; subject always to the provisions of the section of the *Insurance Act (Automobile Insurance Part)* (in Newfoundland, *The Automobile Insurance Act*) relating to the nuclear energy hazard; or

(e) for any liability arising from contamination of property carried in the automobile.

See also General Provisions, Definitions, Exclusions and Statutory Conditions of this policy.

ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this Section the Insurer shall:

(1) upon receipt of notice of loss or damage caused to persons or property, make such investigations, conduct such negotiations with the claimant, and effect such settlement of any resulting claims, as are deemed expedient by the Insurer;

(2) defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action that is at any time brought against such person on account of loss or damage to persons or property;

(3) pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limit(s) of the Insurer's liability;

(4) where the injury is to a person, reimburse any person insured by this policy for outlay for such medical aid as is immediately necessary at the time;

(5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit(s) stated in Section A of Item 5 of the application; and

(6) not set up any defence to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

Where indemnity is provided by this section, every person insured by this policy:

(1) by the acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the insured arising out of the ownership, use or operation of the automobile;

(2) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this policy.

SECTION B – ACCIDENT BENEFITS
See wording attached

SECTION C – LOSS OF OR DAMAGE TO OWNED AUTOMOBILES

The Insurer agrees to indemnify the insured against direct and accidental loss of or damage to any owned automobile, including its equipment while attached thereto and forming part thereof:

SUBSECTION 1 – COLLISION OR UPSET

Caused by collision with another object or by upset.

SUBSECTION 2 – COMPREHENSIVE

From any peril other than by collision with another object or another automobile upon which it is being transported or by the upset of either such automobile. The words "another object" as used in this subsection 2 include (a) another automobile to which the automobile is attached or upon which it is being transported and (b) the surface of the ground and any object therein or thereon. Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion, shall be deemed loss or damage caused by perils for which insurance is provided under this subsection 2.

SUBSECTION 3 – SPECIFIED PERILS

Caused by fire, lightning, theft or attempt thereat, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning or derailment of any railway car or watercraft in or upon which the automobile is being transported.

SUBSECTION 4 – SPECIFIED PERILS EXCLUDING THEFT

Caused by fire, lightning, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning or derailment of any railway car or watercraft in or upon which the automobile is being transported.

DEDUCTIBLE CLAUSE

The Insurer's liability shall be limited to the amount of loss or damage in excess of the sum payable by the insured stated in the applicable subsection of Section C of Item 5 of the application.

The deductible clause shall apply to loss or damage to each automobile except with respect to automobiles insured under subsections 2, 3 and 4 where the deductible clause shall apply to each occurrence.

This deductible clause shall not apply to loss or damage caused by fire or lightning or theft of the entire automobile.

LIMITS OF LIABILITY
APPLICABLE TO SUBSECTIONS 2, 3 AND 4

(a) Subject to Clauses (b) and (c) below, the Insurer shall not be liable in respect of any one occurrence for:
  (i) any amount in excess of the limits of liability stated in subsections 2, 3 and 4 of Section C of Item 5 of the application at each specified location;

64404 (07/07)

(continued over)

(ii) any amount at a newly acquired location in excess of the lowest limit of liability stated for any specified location;

(iii) loss or damage to more than four owned automobiles at any location not used by the insured in the business specified in Item 3 of the application.

(b) Where the premium is computed on a MONTHLY AVERAGE BASIS, if at the time of loss the insured has failed to file the report referred to in Clause 3 (b) (ii) of the General Provisions, Definitions and Exclusions, the Insurer's liability shall be limited to the amounts included in the last report filed; furthermore, if the delinquent report is the first report required to be filed, the Insurer shall be liable for not more than 75% of the applicable limit of liability stated in Item 5 of the application. In the event of loss, the Insurer's liability at each location shall be limited to the proportion of the loss that the amounts reported to the Insurer on the last report filed prior to the loss bears to the actual cash value of all automobiles at the location on the date for which the report is made.

(c) Where the premium is computed on a COINSURANCE BASIS, the insured shall maintain insurance under this policy on the automobiles hereby insured at each specific location to the extent of at least 80% of the actual cash value thereof, and that, failing so to do, the insured shall be a co-insurer to the extent of an amount sufficient to make the aggregate insurance equal to 80% of the actual cash value of such automobiles at the time of loss or damage and, in that capacity, shall bear his proportion of any loss or damage that may occur. If the total loss or damage is confined to one automobile only, this co-insurance clause shall not apply.

EXCLUSIONS

The Insurer shall not be liable:

(1) under any subsection of Section C for loss or damage:

(a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of the automobile or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection;

(b) caused by the conversion, embezzlement, theft or secretion by any person in lawful possession of the automobile under a mortgage, conditional sale, lease or other similar written agreement;

(c) caused by the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense;

(d) caused directly or indirectly by contamination by radioactive material;

(e) to contents of automobiles or trailers;

(f) to tapes and equipment for use with a tape player or recorder, when such tapes or equipment are detached therefrom;

(g) where the insured drives or operates the automobile

(i) while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile;

(ii) while in a condition for which he is convicted of an offence under Section 253 of the Criminal Code (Canada) or under or in connection with circumstances for which he is convicted of an offence under Section 254 of the Criminal Code (Canada);

(h) where the insured permits, suffers, allows or connives at the use of the automobile by any person contrary to the provisions of (g); or

(i) to any automobile sold by the insured and in the possession of a purchaser under any partial payment plan.

(2) for loss or damage to any automobile while being carried in or upon any automobile owned, hired or leased by the insured which is designed for transportation of other automobiles, provided always that a tow truck shall not be deemed designed for such purpose;

(3) under subsection 1, for loss or damage occurring after the theft of the automobile and before recovery by the insured, except where the theft has been committed by a person or persons (i) residing in the same dwelling premises as the insured, or (ii) employed by the insured in connection with the business described in Item 3 of the application;

(4) under subsections 2 and 3, for loss or damage caused by theft by a person or persons (i) residing in the same dwelling premises as the insured, or (ii) employed by the insured in connection with the business described in Item 3 of the application;

(5) under subsections 2 and 3, for loss or damage by theft from any open lot or unroofed space owned, rented or controlled by the insured except the theft of an entire automobile;

(6) under subsection 4, for loss or damage occurring after theft of the automobile and before recovery of the automobile by the insured.

See also General Provisions, Definitions, Exclusions and Statutory Conditions of this policy.

ADDITIONAL AGREEMENTS OF INSURER

Where loss or damage arises from a peril for which a premium is specified under a subsection of this Section, the Insurer further agrees:

(a) to pay general average, salvage and fire department charges and customs duties of Canada or of the United States of America for which the insured is legally liable;

(b) to waive subrogation against every person who, with the insured's consent, has care, custody or control of the automobile, provided always that this waiver shall not apply (i) to any person having such care, custody or control in the course of the business of selling, repairing, maintaining, servicing, storing or parking automobiles other than an officer or employee of the insured, or (2) to any person who has (i) committed a breach of any condition of this policy or (ii) driven or operated the automobile in the circumstances referred to in (i) or (ii) of paragraph (1) (g) of the exclusions to Section C.

AGREEMENT OF INSURED

By the acceptance of this policy, the insured agrees that in the event of loss or damage for which indemnity is provided by this policy, the insured shall, if so requested by the Insurer, replace the property or make the necessary repairs at actual cost to the insured.

SECTION E – LEGAL LIABILITY FOR DAMAGE TO A CUSTOMER'S AUTOMOBILE WHILE IN THE CARE, CUSTODY OR CONTROL OF THE INSURED

The Insurer agrees to indemnify the insured against the liability imposed by law upon the insured for loss of or damage to a customer's automobile, including its equipment while attached thereto, including reimbursement of expenses incurred for taxicabs, public transportation or rental of a substitute automobile:

SUBSECTION 1 – COLLISION OR UPSET

Caused by collision with another object or by upset.

EXCLUSIONS

The Insurer shall not be liable under this subsection 1:

(a) for any amount in excess of the limit stated in subsection 1 of Section E of Item 5 of the application and expenditures provided for in the Additional Agreements of this section; or

(b) for loss or damage:

(i) to contents of automobiles or trailers;

(ii) occurring after theft of the automobile and before recovery by the insured; or

(iii) caused directly or indirectly by contamination by radioactive material.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under this subsection shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the sum payable by the insured stated in subsection 1 of Section E of Item 5 of the application, but always subject to the limit shown for any one customer's automobile.

SUBSECTION 2 – SPECIFIED PERILS

Caused by fire, lightning, theft or attempt thereat, malicious mischief, windstorm, hail, explosion, riot or civil commotion, rising water or the stranding, sinking, burning, derailment, collision or upset of any railway car or watercraft in or upon which the automobile is being transported.

LIMITS OF LIABILITY APPLICABLE TO SUBSECTION 2

The Insurer shall not be liable in respect of any one occurrence for:

(i) any amount in excess of the limits of liability stated in subsection 2 of Section E of Item 5 of the application at each specified location and expenditures provided for in the Additional Agreements of this Section;

(continued next page)

(ii) any amount at a newly acquired location in excess of the lowest limit of liability stated for any specified location;

(iii) loss or damage to more than four automobiles at any location not used by the insured in the business specified in Item 3 of the application.

EXCLUSIONS

The Insurer shall not be liable under this subsection 2 for loss or damage:

(a) from the explosion of tires or from explosion within the combustion chamber of the engine of the automobile, unless the loss or damage is coincident with other loss or damage covered by this subsection;

(b) caused directly or indirectly by contamination by radioactive material;

(c) by theft from any open lot or unroofed space owned, rented or controlled by the insured, except the theft of an entire automobile; or

(d) to the contents of automobiles or trailers.

CO-INSURANCE CLAUSE

If at the time the loss occurs there are in or on the premises at the location where the loss occurs a greater number of customers' automobiles than the "Maximum Number of Customers' Automobiles" stated for such location in Section E of Item 5 of the application, the Insurer shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the "Maximum Number of Customers' Automobiles" stated for such location bears to the total number of customers' automobiles in or on the premises at the location at the time the loss occurs.

ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this Section the Insurer shall:

(1) upon receipt of notice of loss or damage, make such investigations, conduct such negotiations with the claimant, and effect such settlement of any resulting claims, as are deemed expedient by the Insurer;

(2) defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action that is at any time brought against such person on account of loss or damage; and

(3) pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limit(s) of the Insurer's liability.

GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

1. **TERRITORY**

   This policy applies only to automobiles while being operated, used, stored or parked within Canada, the United States of America or upon a vessel plying between ports of those countries.

2. **CONSENT OF INSURED**

   No person shall be entitled to indemnity or payment under this policy who drives or uses any owned automobile as defined in this policy without the consent of the insured, or who is an occupant of any other automobile which is being used without the consent of the owner thereof.

3. **ADJUSTABLE PREMIUM COMPUTATION**

   (a) (i) The advance premiums are computed according to the terms shown on the Premium Computation Statement for the policy period.

   (ii) The advance premiums referred to in (i) above are subject to adjustment at the end of the policy period when the insured shall deliver to the Insurer a written statement of the current information necessary to adjust the premium shown in the Premium Computation Statement. If the adjusted premium so computed exceeds the applicable advance premium stated in Item 5 of the application, the insured shall pay the difference. If such premium is less, the Insurer shall return to the insured the unearned premium subject to the Minimum Retained Premium stated in Item 5.

   (b) With respect only to subsections 2, 3 and 4 of Section C, if the premium is computed on a MONTHLY AVERAGE BASIS:

   (i) the advance premiums shall be 75% of the annual premium computed on the limits of liability and the rates applying at each location;

   (ii) the advance premiums referred to in (i) above are subject to adjustment at the end of the policy period. The earned premium shall be computed as follows:

   1. the insured shall report to the Insurer, in writing, not later than 30 days after the last day of each month the actual cash value of all owned automobiles held for sale at each location on the last business day of each month. The value of all owned automobiles not held for sale must be included in the values reported for the principal location in the municipality(ies) or district(s) in which the insured carries on business; and

   2. an average of the total values reported at each location shall be made and if the premium on such average values exceeds the applicable advance premium stated in Item 5 of the application the insured shall pay an additional premium for such excess. If such premium is less, the Insurer shall return to the insured the unearned premium. In the event of any report not being made within the period stipulated then, for the purpose of adjustment of premium only, the limit of liability at each location shall be taken as the value at risk.

4. **AUDIT**

   The Insurer, through any authorized representative, and at all reasonable times, shall have access to the insured's books and records for the purpose of determining any fact relating to this insurance.

5. **TWO OR MORE AUTOMOBILES**

   A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be one automobile as respects the limits of liability under Sections A and B, separate automobiles as respects the limits of liability, including any deductible provision under Section C and separate automobiles as respects the limits of liability under Section E.

6. **ADDITIONAL INSUREDS**

   The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured:

   BUSINESS USE (a) with respect to Sections A, B and E of this policy, every other person who, with the consent of the owner thereof, drives in connection with the business described in Item 3 of the application any automobile other than (i) an automobile owned by or registered in the name of such additional insured person, or (ii) an automobile whose operation or use is excluded in the General Provisions, Definitions, Exclusions or Statutory Conditions of this policy;

   DRIVING OTHER AUTOMOBILES (b) with respect to Sections A and B of this policy, every active partner or full time employee of the insured for whose regular and frequent use an automobile is provided by the insured and the spouse/adult interdependent partner of such person and the spouse/adult interdependent partner of the insured, who with the consent of the owner thereof drives for pleasure purposes any automobile of the private passenger or station wagon type, provided that (i) neither such partner or employee or his or her spouse/adult interdependent partner or the spouse/adult interdependent partner of the insured is the owner of an automobile of the private passenger or station wagon type; (ii) such other automobile is not owned, hired or leased or regularly or frequently used by the insured or such employee or partner of the insured or by any persons residing in the same dwelling premises as any of the aforementioned persons; (iii) the operation or use of such other automobile is not excluded in the General Provisions, Definitions, Exclusions or Statutory Conditions of this policy.

7. **OTHER INSURANCE**

   Insurance under Sections A and B of this policy is, in respect of a customer's automobile, first loss insurance. Section A coverage under any other valid motor vehicle liability policy in respect of that automobile is excess insurance only.

8. **AUTOMOBILE DEFINED**

   Under Sections A, B and C

   (a) Owned Automobile

   The words "owned automobile" mean an automobile owned by the insured and used for pleasure or in connection with the business stated in Item 3 of the application and an automobile sold in such business by the insured but not delivered to the purchaser thereof, except an automobile the ownership, operation or use of which is excluded in the General Provisions, Definitions, Exclusions or Statutory Conditions of this policy;

(continued over)

Under Sections A, B and E

(b) Customer's Automobile

The words "customer's automobile" mean an automobile owned by another while such automobile is being towed or pushed by an automobile driven by the insured or an employee or partner or while in the care, custody or control of the insured in the business stated in Item 3 of the application but do not include an automobile:

(i) owned or hired by any person insured by this policy or by any person residing in the same dwelling premises as such insured; or

(ii) sold by the insured but not delivered to the purchaser thereof;

Under Sections A and B

(c) Non-owned automobile

The words "non-owned automobile" mean an automobile not owned by the insured and, not being a customer's automobile, used for pleasure or in connection with the business stated in Item 3 of the application.

9. **OCCUPANT DEFINED**

The word "occupant" means a person driving, being carried in or upon or entering or getting on to or alighting from an automobile.

10. **NEWLY ACQUIRED LOCATION DEFINED**

The words "newly acquired location" mean any new location acquired by the insured in the business specified in Item 3 of the application and notified to the Insurer within fourteen days following the date of such acquisition.

11. **EXCLUDED USES**

Unless coverage is expressly given by an endorsement of this policy, the Insurer shall not be liable under this policy while:

(a) the automobile is rented or leased to another, provided that the following shall not be deemed to be renting or leasing of an automobile to another:

(i) the use by an employee of his automobile on the business of his employer and for which he is being paid;

(ii) the use of an owned automobile by a customer pending return of the customer's automobile which has been left with the insured for repairs or servicing; or

(iii) the use of an owned automobile by a customer for a period not exeeding 30 days, pending future delivery of an automobile for which a purchase order or a lease agreement has been placed with the insured by such customer;

and further provided that this exclusion shall not apply while an owned automobile, rented or leased to another, is in the care, custody or control of the insured for the purpose of maintenance or repair, and in such case this policy shall be first loss insurance;

(b) the automobile is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto;

(c) the automobile is used as a taxicab, public omnibus, livery, jitney or sightseeing conveyance or for carrying passengers for compensation or hire; provided that the following uses shall not be deemed to be carrying passengers for compensation or hire:

(i) the use by the insured of the automobile for the carriage of another person in return for the former's carriage in the automobile of the latter;

(ii) the occasional and infrequent use by the insured of the automobile for the carriage of another person who shares the cost of the trip;

(iii) the use by the insured of the automobile for the carriage of a temporary or permanent domestic servant of the insured or his spouse/adult interdependent partner;

(iv) the use by the insured of the automobile for the carriage of clients or customers or prospective clients or customers; or

(v) the occasional and infrequent use by the insured of the automobile for the transportation of children to or from school or school activities conducted within the education program; or

(d) the automobile is being used

(i) for the carrying of goods or materials for compensation;

(ii) for public road construction, repair or maintenance; or

(iii) as farm or contractor's equipment on behalf of others for compensation.

12. **EXCLUDED AUTOMOBILES**

The Insurer shall not be liable under this policy for loss, damage, injury or death arising from the ownership, use or operation of any automobile;

(a) owned by the insured in connection with or used for the purpose of any business conducted by or any employment or occupation for wages or profit engaged in by the insured other than as stated in Item 3 of the application;

(b) owned by the insured which is designed or modified for racing purposes;

(c) provided by the insured to any person for regular or frequent use, except an active partner or a full time employee of the business stated in Item 3 of the application, and provided that this exclusion does not apply while such person is using the automobile in the business stated in Item 3 of the application;

(d) owned or hired by the insured, and

(i) designed for the bulk transportation of petroleum products or other materials while being used for such purposes; or

(ii) designed for the transportation of other automobiles, but a tow truck shall not be deemed designed for such purpose.

13. **PERSONNEL OF OTHER GARAGES EXCLUDED**

No person who is engaged in the business of selling, repairing, maintaining, storing, servicing or parking automobiles shall be entitled to indemnity or payment under this policy for any loss, damage, injury or death sustained while engaged in the use or operation of or while working upon the automobile as defined in this policy, in the course of such business, or while so engaged, an occupant of such automobile, unless the person is the insured, an employee or partner.

14. **WAR RISKS EXCLUDED**

The Insurer shall not be liable under Sections B, C or E of this policy for any loss, damage, injury or death caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by operation of armed forces while engaged in hostilities, whether war be declared or not.

STATUTORY CONDITIONS

In these statutory conditions, unless the context otherwise requires, the word "insured" means a person insured by this contract whether named or not.

1. **MATERIAL CHANGE IN RISK**

(1) The insured named in this contract shall promptly notify the insurer or its local agent in writing of any change in the risk material to the contract and within his knowledge.

(2) Without restricting the generality of the foregoing, the words "change in the risk material to the contract" include:

(a) any change in the insurable interest of the insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the *Bankruptcy and Insolvency Act* (Canada);

and in respect of insurance against loss of or damage to the automobile,

(b) any mortgage, lien or encumbrance affecting the automobile after the application for this contract;

(c) any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

2. **PROHIBITED USE BY INSURED**

(1) The insured shall not drive or operate the automobile,

(a) unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or

(b) while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or

(c) while he is under the age of 16 years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or

(d) for any illicit or prohibited trade or transportation; or

(e) in any race or speed test.

(continued next page)

PROHIBITED USE BY OTHERS

(2) The insured shall not permit, suffer, allow or connive at the use of the automobile,

(a) by any person,

(i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or

(ii) while that person is under the age of 16 years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him;

or

(b) by any person who is a member of the household of the insured while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or

(c) for any illicit or prohibited trade or transportation; or

(d) in any race or speed test.

3. REQUIREMENTS WHERE LOSS OR DAMAGE TO PERSONS OR PROPERTY

(1) The insured shall,

(a) promptly give to the insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident;

(b) verify by statutory declaration, if required by the insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and

(c) forward immediately to the insurer every letter, document, advice or writ received by him from or on behalf of the claimant.

(2) The insured shall not,

(a) voluntarily assume any liability or settle any claim except at his own cost; or

(b) interfere in any negotiations for settlement or in any legal proceeding.

(3) The insured shall, whenever requested by the insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

4. REQUIREMENTS WHERE LOSS OR DAMAGE TO AUTOMOBILE

(1) Where loss of or damage to the automobile occurs, the insured shall, if the loss or damage is covered by this contract,

(a) promptly give notice thereof in writing to the insurer with the fullest information obtainable at the time;

(b) at the expense of the insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and

(c) deliver to the insurer within 90 days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the insured.

(2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under subcondition (1) of this condition is not recoverable under this contract.

(3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed,

(a) without the written consent of the insurer; or

(b) until the insurer has had a reasonable time to make the examination for which provision is made in Statutory Condition 5.

EXAMINATION OF INSURED

(4) The insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative all documents in his possession or control that relate to the matters in question, and he shall permit extracts and copies thereof to be made.

INSURER LIABLE FOR CASH VALUE OF AUTOMOBILE

(5) The insurer shall not be liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that actual cash value with proper deductions for depreciation, however caused, and shall not exceed the amount that it would cost to repair or replace the automobile, or any part thereof, with material of like kind and quality, but, if any part of the automobile is obsolete and out of stock, the liability of the insurer in respect thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

REPAIR OR REPLACEMENT

(6) Except where an appraisal has been made, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality if, within 7 days after the receipt of the proof of loss, it gives written notice of its intention to do so.

NO ABANDONMENT; SALVAGE

(7) There shall be no abandonment of the automobile to the insurer without the insurer's consent. If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vest in the insurer.

IN CASE OF DISAGREEMENT

(8) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be recovery under this contract, whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

5. INSPECTION OF AUTOMOBILE

The insured shall permit the insurer at all reasonable times to inspect the automobile and its equipment.

6. TIME AND MANNER OF PAYMENT OF INSURANCE MONEY

(1) The insurer shall pay the insurance money for which it is liable under this contract within 60 days after the proof of loss has been received by it or, where an appraisal is made under subcondition (8) of Statutory Condition 4, within 15 days after the award is rendered by the appraisers.

WHEN ACTION MAY BE BROUGHT

(2) The insured shall not bring an action to recover the amount of a claim under this contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as therein provided or by a judgment against the insured after trial of the issue or by agreement between the parties with the written consent of the insurer.

LIMITATION OF ACTIONS

(3) Every action or proceeding against the insurer under this contract in respect of los or damage to the automobile shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property shall be commenced within one year next after the cause of action arose and not afterwards.

7. WHO MAY GIVE NOTICE AND PROOFS OF CLAIM

Notice of claim may be given and proofs of claim may be made by the agent of the insured named in this contract in case of absence or inability of the insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for or, in the like case or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

8. TERMINATION

(1) This contract may be terminated,

(a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered;

(b) by the insured at any time on request.

(continued over)

(2) Where this contract is terminated by the insurer,

(a) the insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund shall be made as soon as practicable.

(3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired term be deemed to be less than any minimum retained premium specified.

(4) The refund may be made by money, postal or express company money order or cheque payable at par.

(5) The 15 days mentioned in clause (a) of subcondition (1) of this condition commence to run on the day following the receipt of the registered letter at the post office to which it is addressed.

9. NOTICE

Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province. Written notice may be given to the insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the insurer. In this condition, the expression “registered” means registered in or outside Canada.

SECTION B – ACCIDENT BENEFITS – S.P.F. No. 4
ALBERTA

The Insurer agrees to pay to or with respect to each insured person as defined in this section who sustains bodily injury or death directly and independently of all other causes by an accident arising out of the use or operation of an automobile.

SUBSECTION 1 – MEDICAL PAYMENTS

(1) In respect of

(a) injuries to which the *Diagnostic and Treatment Protocols Regulation* applies and that are diagnosed and treated in accordance with the protocols under that Regulation, the expenses payable for any service, diagnostic imaging, laboratory testing, specialized testing, supply, treatment, visit, therapy, assessment or making a report, or any other activity or function authorized under that Regulation, and payment must be made in the manner and subject to the provisions of that Regulation, notwithstanding anything to the contrary in Section B, and

(b) injuries

(i) to which the *Diagnostic and Treatment Protocols Regulation* applies but that are not diagnosed and treated in accordance with the protocols under that Regulation,

(ii) to which the *Diagnostic and Treatment Protocols Regulation* ceases to apply but for which the insured person wishes to make a claim under provision (3) of "Special Provisions, Definitions, and Exclusions of Section B", and

(iii) to which Section B applies, other than those injuries referred to in subclauses (i) and (ii),

all reasonable expenses incurred within 2 years from the date of the accident as a result of those injuries for necessary medical, surgical, chiropractic, dental, hospital, psychological, physical therapy, occupational therapy, massage therapy, acupuncture, professional nursing and ambulance services and, in addition, for other services and supplies that are, in the opinion of the insured person's attending physician and in the opinion of the Insurer's medical advisor, essential for the treatment or rehabilitation of the injured person,

to the limit of $50,000 per person.

(2) Notwithstanding provision (1),

(a) expenses payable in respect of chiropractic services provided under provision (1)(b) are limited to $750 per person;

(b) expenses payable in respect of massage therapy services provided under provision (1)(b) are limited to $250;

(c) expenses payable in respect of acupuncture services provided under provision (1)(b) are limited to $250.

(3) Subject to provision (4), the Insurer is not liable under this provision for those portions of expenses payable or recoverable under any medical, surgical, dental or hospitalization plan or law or, except for similar insurance provided under another automobile insurance contract, under any other insurance contract or certificate issued to or for the benefit of any insured person.

(4) Except for those portions of expenses payable or recoverable under any law, provision (3) does not apply to expenses payable or recoverable for an injury to which the *Diagnostic and Treatment Protocols Regulation* applies.

SUBSECTION 2 – DEATH, GRIEF COUNSELLING, FUNERAL AND TOTAL DISABILITY

Part 1 – Death, Grief Counselling and Funeral Benefits

Subject to the provisions of this Part 1, for death, a payment of a principal sum – based on the age and status at the date of the accident of the deceased in a household where the head of the household or the spouse/adult interdependent partner or dependants survive – of the following amount:

	Status of Deceased at Date of Accident		
Age of Deceased at Date of Accident	Head of Household	Spouse in Two-parent Households	Dependent Relative
Up to age of 4 years	–	–	$ 1,000
5 to 9 years	–	–	2,000
10 to 17 years	$10,000	$10,000	3,000
18 to 64 years	10,000	10,000	2,000
65 to 69 years	10,000	10,000	2,000
70 years and over	10,000	10,000	1,000

In addition, funeral service expenses up to the amount of $5,000 in respect of the death of any one person.

In addition, grief counselling expenses up to the amount of $400 per family in respect of the death of any one person.

In addition, with respect to the death of the head of household,

(a) where there are 2 or more survivors who are

(i) a spouse/adult interdependent partner and one or more dependent relatives, or

(ii) 2 or more dependent relatives,

the principal sum payable is increased 20% for each survivor other than the first, and

(b) where there is a spouse/adult interdependent partner or dependent relative survivor living in the household, the death benefit is increased

(i) by $15,000 for the first spouse/adult interdependent partner or dependent relative survivor, and

(ii) by a subsequent $4,000 for each of the remaining survivors.

For the purposes of this Part I

(1) "head of household" means that member of a household with the largest income in the year preceding the date of the accident;

(2) "dependent relative" means a person

(a) under the age of 18 years for whose support the head of household or the spouse/adult interdependent partner of the head of household (or both of them) is legally liable and who is dependent upon either or both of them for financial support; or

(b) 18 years of age or over and residing in the same dwelling premises as the head of household who, because of mental or physical infirmity, is principally dependent on the head of household or the spouse/adult interdependent partner of the head of household (or both the head of household and the spouse/adult interdependent partner) for financial support;

(2.1) If the head of household has both a spouse and an adult interdependent partner, a reference to spouse/adult interdependent partner or surviving spouse/adult interdependent partner means

(a) the spouse or surviving spouse, or

(b) the adult interdependent partner or surviving adult interdependent partner living in the same dwelling premises as the head of household.

(3) the total sum payable shall be paid with respect to death of head of household or spouse/adult interdependent partner to the surviving spouse/adult interdependent partner. If there is no surviving spouse/adult interdependent partner in the household, no amount shall be payable unless there are surviving dependent relatives and in that event the total sum payable shall be divided equally among the surviving dependent relatives;

(4) the total amount payable with respect to death due to a common disaster of head of household and spouse/adult interdependent partner shall be paid equally to surviving dependent relatives;

(5) the sum payable with respect to the death of a dependent relative shall be paid to the head of household or, if he does not survive, to the surviving spouse/adult interdependent partner of the head of household but, if neither the head of household nor the spouse/adult interdependent partner survives, no amount is payable;

(6) amounts payable under this Part I shall be paid only to a person who is alive 60 days after the death of the insured person;

(7) the amount payable under this Part I for the death of any person shall be reduced by the amount of any payments made to or for such person with respect to the same accident under Part II, Total Disability;

(8) the amount payable under this Part for grief counselling is payable to the spouse/adult interdependent partner or other immediate family member of the deceased in respect of grief counselling for the immediate family members of an insured person who dies as a result of the accident.

Part II – Total Disability

A weekly benefit for the period during which the injury shall wholly and continuously disable such insured person, provided

(a) such person was employed at the date of the accident;

(b) within 60 days from the date of the accident such injury prevents him from performing any and every duty pertaining to his occupation or employment;

(c) no benefit shall be payable for the first seven days of such disability or for any period in excess of 104 weeks.

Amount of Weekly Benefit – The weekly benefit payable shall be the lesser of:

(a) $400 per week, and

(b) 80% of the average gross weekly earnings, less any payments for loss of income from occupation or employment received by or available to such insured person under Subsection 2 (A) of this Section B.

The above benefits shall be subject to the terms of provision (3) below.

For the purpose of this Part II,

(1) an insured person who is 18 years of age or over and who is not engaged in an occupation or employment for wages or profit and is completely incapacitated and unable to perform any of his or her household duties shall, while so incapacitated, receive \$135 per week for not more than 26 weeks;

(1.1) average gross weekly earnings is the greater of

(a) average gross weekly earnings from an occupation or employment for the 4 weeks preceding the accident, and

(b) average gross weekly earnings from an occupation or employment for the 52 weeks preceding the accident;

(2) a person shall be deemed to be employed

(a) if actively engaged in occupation or employment for wages or profit at the date of the accident, or

(b) if 18 years of age or over, so engaged for any six months during the 12 months preceding the date of the accident.

(3) if the benefits for loss of time payable under this Part, together with benefits for loss of time under another contract, including a contract of group accident insurance and a life insurance contract providing disability insurance, exceed the average gross weekly earnings of the insured person, the weekly benefit shall be calculated in accordance with the following formula:

$$WB = \frac{80\% \text{ of } WE}{PB + OB} \times PB$$

where

WB is the weekly benefit,

WE is the average gross weekly earnings of the insured person,

PB is the lesser of \$400 and 80% of WE,

OB is the total of all other weekly benefits payable to the insured person under other contracts, including a contract of group accident insurance and a life insurance contract providing disability insurance, excluding benefits under the *Employment Insurance Act* (Canada) and the *Canada Pension Plan* (Canada);

(4) the disability of the insured person shall be certified by a duly qualified medical practitioner, if so required by the Insurer.

SUBSECTION 2(A) – SUPPLEMENTED BENEFITS RESPECTING ACCIDENTS OCCURRING OUTSIDE ALBERTA IN A NO-FAULT JURISDICTION

(1) In this Subsection, 2(A)

(a) “accident” means an event resulting in bodily injury caused by an automobile or by the use of an automobile or by the load of an automobile, including damage caused by a trailer;

(b) “applicable laws” means, with respect to a no-fault jurisdiction, the laws in force from time to time governing the system of no-fault automobile insurance in that jurisdiction;

(c) “insured person” means an individual who is a resident of Alberta and who

(i) is an occupant of the described automobile or of a newly acquired or temporary substitute automobile as defined in this policy,

(ii) is an occupant of an automobile and is

(A) the named insured, or a spouse/adult interdependent partner of the named insured living in the same dwelling premises as the named insured, or

(B) a dependent relative of an individual referred to in paragraph (A) living in the same dwelling premises as the named insured,

(iii) while a pedestrian, is struck by the described automobile or a newly acquired or temporary substitute automobile as defined in this policy,

(iv) while a pedestrian, is struck by an automobile and is

(A) the named insured, or a spouse/adult interdependent partner of the named insured living in the same dwelling premises as the named insured, or

(B) a dependent relative of an individual referred to in paragraph (A) living in the same dwelling premises as the named insured,

(v) is the occupant of an automobile or a pedestrian struck by an automobile and is

(A) an employee or partner of the named insured who is provided with the regular use of the described automobile, or a spouse/adult interdependent partner of the employee living in the same dwelling premises as the employee or a spouse/adult interdependent partner of the partner living in the same dwelling premises as the partner, or

(B) a dependent relative of an individual referred to in paragraph (A) living in the same dwelling premises as that individual,

or

(vi) is

(A) the occupant of an automobile, or

(B) a pedestrian struck by an automobile driven by an individual described in any of subclauses (i) through (v),

but does not include an individual who is, at the time of an accident in Quebec, the owner or occupant of an automobile registered in Quebec;

(d) “no-fault jurisdiction” means the Province of Quebec, Ontario, Manitoba or Saskatchewan;

(e) “pedestrian” means an individual who is not an occupant of an automobile;

(f) “resident of Alberta” means an individual who

(i) is authorized by law to be or to remain in Canada and is living and ordinarily present in Alberta, and

(ii) meets the criteria for non-residency in the no-fault jurisdiction established by the applicable laws of the no-fault jurisdiction.

(2) The definition of “insured person” under the heading Special Provisions, Definitions, and Exclusions of Section B does not apply to this Subsection.

(3) Where an insured person suffers personal injury as a result of an accident occurring in a no-fault jurisdiction, the insurer agrees to pay to the insured person the amount that would be payable under the applicable laws of the no-fault jurisdiction as if the insured person were a resident of the no-fault jurisdiction.

(4) For the purposes of calculating an amount payable under (3) in respect of an accident occurring in Quebec, references in the Automobile Insurance Act (Quebec) to other statutes or regulations of Quebec used to calculate an amount payable under (3) shall be read as references to corresponding Alberta statutes or regulations or federal statutes or regulations that apply in Alberta.

(5) In any claim or action in Alberta arising out of an accident in Alberta, the insurer agrees not to exercise its right of subrogation against a resident of Manitoba or Saskatchewan in respect of Section B - Accident Benefits paid to a resident of Alberta under this policy.

(6) No exclusion or limitation in Section B or in the General Provisions, Definitions and Exclusions and the Statutory Conditions of this policy may be raised by the insurer in respect of a claim by an insured under (3).

SUBSECTION 3 – UNINSURED MOTORIST COVER

All sums which every insured person shall be legally entitled to recover as damages for bodily injury and all sums which any other person shall be legally entitled to recover as damages because of the death of any insured person, from the owner or driver of an uninsured or unidentified automobile as defined herein.

(1) **The Insurer shall not be liable under this subsection,**

(a) to any person who has a right of recovery under an unsatisfied judgment or similar fund or plan in effect in any jurisdiction of Canada or the United States of America;

(b) to any person who, without the written consent of the Insurer, makes directly or through his representative any settlement with or prosecutes to judgment any action against any person or organization which may be legally liable therefor;

(c) for any amount in excess of the minimum limit(s) for automobile bodily injury liability insurance applicable in the jurisdiction in which the accident occurs regardless of the number of persons so injured or killed, but in no event shall such limit(s) exceed the minimum limit(s) applicable in the jurisdiction stated in Item 1 of the application.

(2) **Uninsured automobile defined**

An “uninsured automobile” under this section means an automobile with respect to which neither the owner nor driver thereof has applicable and collectible bodily injury liability insurance for its ownership, use or operation, but shall not include an automobile owned by or registered in the name of

(a) the named insured or by any person residing in the same dwelling premises therewith; or

(b) the governments of Canada or the United States of America or any political sub-division thereof or any agency or corporation owned or controlled by any of them; or

(c) any person who is an authorized self-insurer within the meaning of a financial or safety responsibility law; or

(d) any person who has filed a bond or otherwise given proof of financial responsibility with respect to his liability for the ownership, use or operation of automobiles.

(3) **Unidentified automobile defined**

An “unidentified” automobile under this subsection means an automobile which causes bodily injury or death to an insured person arising out of physical contact of such automobile with the automobile of which the insured person is an occupant at the time of the accident, provided

61454 (03-07) Page 2/4

(a) the identity of either the owner or driver of such automobile cannot be ascertained, and

(b) the insured person or someone on his behalf has reported the accident within 24 hours to a police, peace or judicial officer or to an administrator of motor vehicle laws and shall have filed with the Insurer within 30 days thereafter a statement under oath that the insured person or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity cannot be ascertained and setting forth the facts in support thereof; and

(c) at the request of the Insurer, the insured person or his legal representative makes available for inspection the automobile of which the insured person was an occupant at the time of the accident.

(4) **Limitation of liability**

(a) If claim is made under this subsection and claim is also made against any person who is an insured under section A – Third Party Liability of this Policy, any payment under this subsection shall be applied in reduction of any amount which the insured person may be entitled to recover from any person who is insured under section A;

(b) Any payment made under section A or under subsections 1 or 2 of section B of this Policy to an insured person hereunder shall be applied in reduction of any amount which such person may be entitled to recover under this subsection.

(5) **Determination of legal liability and amount of damages**

The determination as to whether the insured person shall be legally entitled to recover damages and if so entitled, the amount thereof, shall be made by agreement between the insured person and the Insurer.

If any difference arises between the insured person and the Insurer as to whether the insured person is legally entitled to recover damages and, if so entitled, as to the amount thereof these questions shall be submitted to arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then by two persons, one to be chosen by the insured person and the other by the Insurer and a third person to be appointed by the persons so chosen. The submission shall be subject to the provisions of The Arbitration Act and the award shall be binding upon the parties.

(6) **Notice of legal action**

If, before the Insurer makes payment of loss hereunder, the insured person or his representative shall institute any legal action for bodily injury or death against any other person owning or operating an automobile involved in the accident, a copy of the writ of summons or other process served in connection with such legal action shall be forwarded immediately to the Insurer.

SPECIAL PROVISIONS, DEFINITIONS, AND EXCLUSIONS OF SECTION B

(1) **"INSURED PERSON" DEFINED**

In this section, the words "insured person" mean

(a) any person while an occupant of the described automobile or of a newly acquired or temporary substitute automobile as defined in this policy;

(b) the insured and, if residing in the same dwelling premises as the insured, his or her spouse/adult interdependent partner and any dependent relative of either while an occupant of any other automobile; provided that

(i) the insured is an individual or are two spouses/adult interdependent partners in a household;

(ii) such person is not engaged in the business of selling, repairing, maintaining, servicing, storing or parking automobiles at the time of the accident;

(iii) such other automobile is not owned or regularly or frequently used by the insured or by any person or persons residing in the same dwelling premises as the insured;

(iv) such other automobile is not owned, hired, or leased by an employer of the insured or by an employer of any person or persons residing in the same dwelling premises as the insured;

(v) such other automobile is not used for carrying passengers for compensation or hire or for commercial delivery;

(c) in Subsection 1 and 2 of Section B only, any person, not the occupant of an automobile or of railway rolling-stock that runs on rails, who is struck, in Canada, by the described automobile or a newly acquired or temporary substitute automobile as defined in the policy.

(d) in Subsection 1 and 2 of Section B only, the named insured, if an individual and his or her spouse/adult interdependent partner and any dependent relative residing in the same dwelling premises as the named insured, not the occupant of an automobile or of railway rolling-stock that runs on rails, who is struck by any other automobile; provided that

(i) such person is not engaged in the business of selling, repairing, maintaining, servicing, storing, or parking automobiles at the time of the accident;

(ii) that automobile is not owned or regularly or frequently used by the insured or by any person or persons residing in the same dwelling premises as the named insured;

(iii) that automobile is not owned, hired, or leased by an employer of the insured or by an employer of any person or persons residing in the same dwelling premises as the named insured;

(e) if the insured is a corporation, unincorporated association, or partnership, or a sole proprietorship, any employee or partner of the insured for whose regular use the automobile is furnished, and his or her spouse/adult interdependent partner and any dependent relative of either, residing in the same dwelling premises as such employee or partner, while an occupant of any other automobile; and

(f) in Subsections 1 and 2 of Section B only, any employee or partner of the insured, for whose regular use the automobile is furnished, and his or her spouse/adult interdependent partner and any dependent relative of either, residing in the same dwelling premises as such employee or partner, while not the occupant of an automobile or of railway rolling-stock that runs on rails, who is struck by any other automobile; provided that in respect of (e) and (f) above,

(i) neither such employee nor partner or his or her spouse/adult interdependent partner is the owner of an automobile;

(ii) such person is not engaged in the business of selling, repairing, maintaining, servicing, storing, or parking automobiles at the time of the accident;

(iii) such other automobile is not owned or regularly or frequently used by the employee or partner, or by any person or persons residing in the same dwelling premises as such employee or partner;

(iv) such other automobile is not owned, hired, or leased by the insured or by an employer of any person or persons residing in the same dwelling premises as such employee or partner of the insured;

in respect of (e) above only,

(v) such other automobile is not used for carrying passengers for compensation or hire or for commercial delivery.

(1.1) **"Prescribed claim form" Defined** – In this section, the words "prescribed claim form" mean a form prescribed by the Minister under section 803 of the *Insurance Act*.

(1.2) **"Spouse/adult interdependent partner" Defined** – In this section, the words "spouse/adult interdependent partner" mean the spouse or adult interdependent partner, as the case may be.

(2) **EXCLUSIONS**

(a) The Insurer shall not be liable under provision (1) of subsection 1 nor under Part II of subsection 2 of this section B for bodily injury to any person

(i) resulting from the suicide of such person or attempt thereat, whether sane or insane; or

(ii) who is entitled to receive the benefits of any workmen's compensation law or plan as a result of the accident; or

(iii) where the person at the time of the accident is engaged in a race or speed test; or

(iv) caused directly by sickness or disease; or

(v) who is using the automobile for any illicit or prohibited trade or transportation.

(b) The Insurer shall not be liable under Part II of subsection 2 of this section B for bodily injury

(i) sustained by any person who is convicted of an offence under section 253(b) of The Criminal Code (driving with more than 80 milligrams of alcohol in 100 millilitres of blood) or under section 253(a) of The Criminal Code (driving while ability to drive impaired by alcohol or a drug) occurring at the time of the accident, or

(ii) sustained by any person driving the automobile who is under the age prescribed by the law of the jurisdiction in which the accident occurs as being the minimum age at which a licence or permit to drive the automobile may be issued to him; or

(iii) sustained by any person driving the automobile who is not for the time being either authorized by Law or qualified to drive the automobile.

(3) **NOTICE AND PROOF OF CLAIM**

Subject to the *Diagnostic and Treatment Protocols Regulation*, the insured person or the insured person's agent, or the person otherwise entitled to make a claim or that person's agent, shall

(a) deliver personally,

(b) mail,

(c) fax, or

(d) send by e-mail if both parties have agreed to this method of sending and receiving notices and other documents,

a properly completed prescribed claim form, containing at least the information referred to in provision (3.1), to the chief agency or head office of the Insurer in Alberta within 30 days of the accident, or if giving notice within 30 days is not reasonable, as soon as practicable after that.

(3.1) **Contents of Claim Form** – The completed prescribed claim form must include

(a) details of the injury, and

(b) details of the accident that are within the personal knowledge of the insured person.

(3.2) **Responsibility for Expenses Related to Completion of Claim Form** – The Insurer shall pay all expenses incurred by or on behalf of the insured person in completing the medical report portion of the prescribed claim form.

(3.3) **Total Disability Claim** – With respect to a total disability claim, the insured person shall, if so required by the Insurer, furnish a certificate from a duly qualified medical practitioner as to the cause and nature of the accident for which the claim is made and as to the duration of the disability caused thereby.

(4) **MEDICAL REPORTS – Subject to provision (4.1)**, the Insurer has the right and the claimant shall afford to a duly qualified medical practitioner named by the Insurer an opportunity to examine the person of the insured's person when and as often as it reasonably requires while the claim is pending, and also, in the case of the death of the insured person, to make an autopsy subject to the law relating to autopsies.

(4.1) **Exemption** – The Insurer has no right and the claimant is under no obligation under provision (4) with respect to

(a) injuries to which the *Diagnostic and Treatment Protocols Regulation* applies during the period and with respect to any service, diagnostic imaging, laboratory testing, specialized testing, supply, treatment, visit, therapy, assessment, making a report or other activity or function authorized under that Regulation;

(b) subject to provision (4.2), any other injuries for which the following services are provided:

(i) chiropractic services;

(ii) massage therapy services;

(iii) acupuncture services;

(iv) the following services to the extent of the specified limit:

(A) psychological services, up to $600 per person;

(B) physical therapy services, up to $600 per person;

(C) occupational therapy services, up to $600 per person.

(4.2) **Non-application** – Provision (4.1)(b) does not apply to those injuries to which the *Diagnostic and Treatment Protocols Regulation* ceases to apply.

(5) **RELEASE**

Notwithstanding any release provided for under the relevant sections of The Insurance Act of the Province, the Insurer may demand, as a condition precedent to payment of any amount under Section B of the policy, a release in favour of the insured and the Insurer from liability to the extent of such payment from the insured person or his personal representative or any other person.

(6) **WHEN MONEYS PAYABLE**

(a) Except for the expenses authorized to be paid in accordance with the *Diagnostic and Treatment Protocols Regulation*, all amounts payable under Section B other than benefits under Part II of Subsection 2 shall be paid by the Insurer within 60 days after it has received a completed prescribed claim form. The initial benefits for loss of time under Part II of Subsection 2 shall be paid within 30 days after the Insurer has received the completed prescribed claim form, and payments shall be made thereafter within each 30-day period while the Insurer remains liable for payments if the insured person, whenever required to do so, furnishes, prior to payment, proof of continuing disability.

(b) No person shall bring an action to recover the amount of a claim under this section unless the requirements of provisions (3) and (4) are complied with, nor until the amount of the loss has been ascertained as provided in this section.

(c) Every action or proceeding against the Insurer for the recovery of a claim under this section shall be commenced within one year from the date on which the cause of action arose and not afterwards.

See also general provisions, definitions, exclusions, and statutory conditions of this policy.

Infrastructure and Transportation

Sale or Disposition of Land

(Government Organization Act)

Name of Purchaser: Jeff Torvalson and Janelle Borys
Consideration: $157,000
Land Description: Plan 8921525, Block 25, Lot 52. Excepting thereout all mines and minerals. Located in the Town of Swan Hills.

Name of Purchaser: The City of Edmonton
Consideration: $54,774
Land Description: FIRST: Road Plan 0720177 out of the North East Quarter of Section 24, Township 51, Range 5, Meridian 4, containing 0.097 hectares (0.24 acres) more or less, excepting thereout all mines and minerals.
SECOND: Road Plan 0720177 out of the North East Quarter of Section 24, Township 51, Range 5, Meridian 4, containing 0.129 hectares (0.32 acres) more or less excepting thereout all mines and minerals.
Located in the City of Edmonton

Name of Purchaser: John Sorokoski and Shawn Sorokoski
Consideration: $152,000
Land Description: Plan 8722862, Block 29, Lot 16. Excepting thereout all mines and minerals. Located in the Town of Swan Hills.

Name of Purchaser: The Town of Swan Hills
Consideration: $143,440
Land Description: Plan 8722862, Block 30, Lot 9. Excepting thereout all mines and minerals. Located in the Town of Swan Hills.

Name of Purchaser: Quyen Phuong Tran
Consideration: $155,000
Land Description: Plan 8722862, Block 25, Lot 45. Excepting thereout all mines and minerals. Located in the Town of Swan Hills.

Name of Purchaser: The City of Edmonton
Consideration: $3,954,000 plus Land Exchange on the following lands:

- Plan 1619KS, Block 2, Lots 313, 314
- Plan 7540AH, Block 2, Lots 315, 316
- Plan 7540AH Ptn. Of 102 Street and lane
- Plan 9222952 Area A
- Plan 4285MC Corner cut
- Portion of Plan 1343RS - 0.04 acres near Gateway Blvd./20 Ave.
- Plan 7822961 Block 10 Lot 181PUL
- Plan 7520525 Lot R
- Plan 8922761 Area B
- Portion of ditch in Plan 3989AO
- Plan 866MC Lot A

Land Description: **First:**
Plan 5780NY, Containing 70.8 hectares (175 acres) more or less
Excepting thereout:
A) Plan 4564NY Subdivision, 0.809 Hectares, 2.00(Acres) more or less
B) Plan 0221071 Right of Way, 0.587 Hectares, 1.45 (Area B3) (Acres) more or less (Transportation/Utility Corridor)
Excepting thereout all mines and minerals.
Located in the City of Edmonton

Second:
Descriptive Plan 0223240, Block 1, Lot 1
Excepting thereout all mines and minerals
Area: 66.492 hectares (164.31 acres) more or less.
Located in the City of Edmonton

Third:
Meridian 4 Range 25 Township 54 Section 12
All that portion of the South East quarter Lying north of Plan 5780NY; Containing 27.6 hectares (68.15 acres) more or less.
Excepting thereout all mines and minerals.
Located in the City of Edmonton

Fourth:
Plan 6534ET, Railway Right of Way within Meridian 4 Range 25 Township 54 Comprising portions of:
A) Section SW12, 0.445 Hectares, 1.10(Acres) more or less
Excepting thereout all mines and minerals.
Located in the City of Edmonton

Fifth:
Meridian 4 Range 25 Township 54 Section 12
All that portion of the South West quarter
Lying north of Plan 5780NY and east of Railway Plan 5773AY; containing 25.4 hectares (62.80 acres) more or less
Excepting thereout:
A) Plan 6534ET-Railway 0.445 Hectares, 1.10(Acres) more or less
Excepting thereout all mines and minerals.
Located in the City of Edmonton

Sixth:
Firstly:
Meridian 4 Range 23 Township 53 Section 29
All that portion of the North East quarter
Which lies to the south of the right bank of Saskatchewan river as shown on a plan of survey of the said township dated the 23rd day of June, 1916 and lying west of Transportation/Utility Corridor Right of Way Plan 8920369, containing 0.23 hectares, more or less
Excepting thereout all mines and minerals.

Secondly:
Meridian 4 Range 23 Township 53 Section 29
All that portion of the South East quarter lying to the south of the right bank of Saskatchewan river as shown on a plan of survey of the said township dated the 4th day of July, 1907 including portion of accrued area as shown on Plan 6033HW, all lying west of Transportation/Utility Corridor Right of Way Plan 8920369, containing 17.37 hectares (42.92 acres) more or less.
Excepting thereout all mines and minerals.
Located in the City of Edmonton

Seventh:
Meridian 4 Range 23 Township 53 Section 20
All that portion of the north half of the north east quarter lying west of Transportation/Utility Corridor Right of Way Plan 8920369; containing 15.32 hectares (37.85 acres) more or less.
Excepting thereout all mines and minerals.
Located in the City of Edmonton

Eighth:
Meridian 4 Range 23 Township 53 Section 29
All that portion of the south west quarter which lies to the south of the right bank of the Saskatchewan river, as shown on a plan of survey of the said township signed at Ottawa on the 4th day of July A.D. 1907, containing 42.8 hectares (105.70 acres) more or less and all accrued areas on filed Plan 6033HW, containing 1.70 hectares (4.20 acres) more or less
Excepting thereout:
A) Plan 3987MC Right of Way, 1.993 Hectares, 4.93(Acres) more or less (Power Line Right of Way)
Excepting thereout all mines and minerals.
Located in the City of Edmonton

Ninth:
Plan 5757MC, All that portion of Parcel A lying east of Transportation/Utility Corridor Right of Way Plan 8920486; containing 1.07 hectares (2.64 acres) more or less.
Excepting thereout all mines and minerals.
Located in the City of Edmonton

Tenth:
Meridian 4 Range 25 Township 53 Section 8
All that portion of the south west quarter lying south and east of Transportation/Utility Corridor Right of Way plan 8920486; containing 0.41 hectares (1.01 acres) more or less.
Excepting thereout all mines and minerals.
Located in the City of Edmonton

Eleventh:
Plan 5757MC, All that portion of Parcel B lying north and east of Transportation/Utility Corridor Right of Way Plan 8820595; containing 0.234 hectares (0.58 acres) more or less.
Excepting thereout all mines and minerals.
Located in the City of Edmonton

Twelfth:
Meridian 4 Range 25 Township 53 Section 28
All that portion of the south west quarter lying south and west of Transportation/Utility Corridor Right of Way Plan 8821697; north and east of Railway Plan 9201S and east of Road Plan 3752KS; containing 7.92 hectares (19.57 acres) more or less.
Excepting thereout:
A) Plan 0220636 Right of Way, 1.021 Hectares, 2.52(Acres) more or less (Transportation Utility Corridor)
Excepting thereout all mines and minerals.
Located in the City of Edmonton

Thirteenth:
Plan 8121338, Block 3, Lot 5
Containing 2.15 hectares (5.31 acres) more or less
Excepting thereout:
A) Plan 0220636 Right of Way, 0.273 Hectares, 0.67(Acres) more or less (Transportation Utility Corridor)
Excepting thereout all mines and minerals.
Located in the City of Edmonton

Fourteenth:
Plan 0620745, Block 60, Lot 3
Excepting thereout all mines and minerals
Area: 2.77 hectares (6.84 acres) more or less
Located in the City of Edmonton

Fifteenth:
Plan 0521408, Block 1, Lot 2
Excepting thereout all mines and minerals
Area: 0.801 hectares (1.98 acres) more or less
Located in the City of Edmonton

Sixteenth:
Plan 0627090, Block 1, Lot 3
Excepting thereout all mines and minerals
Area: 0.239 hectares (0.59 acres) more or less
Located in the City of Edmonton

Service Alberta

(Condominium Property Act)

Approval of Purchaser's Protection Programs

The Condominium Property Regulation requires a notice summarizing the terms and conditions of the program and a notice of the approval of the program by the Minister before the program is applied in respect of any property.

The programs protect against loss by a purchaser because a developer fails to complete construction of the units or common property. Where a developer is covered by a purchaser’s protection program, the developer must provide a certificate to the purchaser containing information specified in the Regulation about the program and its effective dates and coverage.

The Purchaser’s Protection Program requires sufficient money to be held in trust, or alternatively provide an indemnity sufficient to complete that owner’s unit and portion of the common property which is related to the enjoyment of the unit – for example, ensuring access to the unit.

The Minister of Service Alberta, Lloyd Snelgrove, approved the Purchaser’s Protection Program for Lombard Canada Ltd. on March 21, 2007.

Vital Statistics

Notice of Change of Personal Name

(Change of Name Act)

All Notice of Change of Personal Names for 2007 can be viewed in print versions of the Alberta Gazette or on QP Source Professional.

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Solicitor General and Public Security

Designation of Qualified Technician Appointment
(Intoxilyzer 5000C)

Royal Canadian Mounted Police - "K" Division
(Date of Designation May 9, 2007)
Matthies, Joshua Michael

Sustainable Resource Development

Alberta Fishery Regulations, 1998

Notice of Variation Order 62-2006

Commercial Fishing Seasons

The close times and quotas set out in Schedule 8 to the Alberta Fishery Regulations in respect of the waters listed in the Schedule to this Notice have been varied by Variation Order 62-2006 by the Director of Fisheries Management in accordance with section 3 of the Alberta Fishery Regulations.

Where fishing with gill nets is permitted during an open season established by the Order, the gill net mesh size has been specified in the Order.

Pursuant to Variation Order 62-2006 commercial fishing is permitted in accordance with the following schedule.

SCHEDULE
PART 1

Item - 1
Column 1 Waters – In respect of: (54.1) Lac Ste. Anne (55-3-W5)
-excluding that portion southeast of a line drawn from the water tower in Gunn Townsite to the point of land in 10-20-54-3-W5
Column 2 Gear - Gill net not less than 140 mm mesh
Column 3 Open Time - 08:00 hours March 12, 2007 to 16:00 hours March 16, 2007; 08:00 hours March 26, 2007 to 16:00 hours March 30, 2007.
Column 4 Species and Quota - 1) Lake whitefish: 45,000 kg; 2) Walleye: 450 kg; 3) Yellow perch: 900 kg; 4) Northern pike: 1,400 kg; 5) Tullibee: 1 kg; 6) Lake trout: 1 kg.

Notice of Variation Order 04-2007

Commercial Fishing Seasons

The close times and quotas set out in Schedule 8 to the Alberta Fishery Regulations in respect of the waters listed in the Schedule to this Notice have been varied by Variation Order 04-2007 by the Director of Fisheries Management in accordance with section 3 of the Alberta Fishery Regulations.

Where fishing with gill nets is permitted during an open season established by the Order, the gill net mesh size has been specified in the Order.

Pursuant to Variation Order 04-2007 commercial fishing is permitted in accordance with the following schedule.

SCHEDULE
PART 1

Item - 1
Column 1 Waters – In respect of: (109.1) Sturgeon Lake (70-23-W5)
- that portion which is more than 3.1 m deep
Column 2 Gear - Gill net not less than 140 mm mesh
Column 3 Open Time - 08:00 hours May 14, 2007 to 16:00 hours May 18, 2007.
Column 4 Species and Quota - 1) Lake whitefish: **60,000** kg; 2) Walleye: 200 kg; 3) Yellow perch: 450 kg; 4) Northern pike: 450 kg; 5) Tullibee: 1 kg; 6) Lake trout: 1 kg.

Notice of Variation Order 05-2007

Commercial Fishing Seasons

The close times and quotas set out in Schedule 8 to the Alberta Fishery Regulations in respect of the waters listed in the Schedule to this Notice have been varied by Variation Order 05-2007 by the Director of Fisheries Management in accordance with section 3 of the Alberta Fishery Regulations.

Where fishing with gill nets is permitted during an open season established by the Order, the gill net mesh size has been specified in the Order.

Pursuant to Variation Order 05-2007 commercial fishing is permitted in accordance with the following schedule.

SCHEDULE
PART 1

Item - 1
Column 1 Waters – In respect of: (2) Athabasca Lake (117-1-W4)
Column 2 Gear - Gill net not less than 102 mm mesh
Column 3 Open Time - 08:00 hours May 22, 2007 to 16:00 hours July 15, 2007.
Column 4 Species and Quota - 1) Lake whitefish: **50,000** kg; 2) Walleye: **90,000** kg; 3) Yellow perch: 1 kg; 4) Northern pike: **45,000** kg; 5) Tullibee: 1 kg; 6) Lake trout: **10,000** kg.

Notice of Variation Order 06-2007

Commercial Fishing Seasons

The close times and quotas set out in Schedule 8 to the Alberta Fishery Regulations in respect of the waters listed in the Schedule to this Notice have been varied by Variation Order 06-2007 by the Director of Fisheries Management in accordance with section 3 of the Alberta Fishery Regulations.

Where fishing with gill nets is permitted during an open season established by the Order, the gill net mesh size has been specified in the Order.

Pursuant to Variation Order 06-2007 commercial fishing is permitted in accordance with the following schedule.

SCHEDULE
PART 1

Item - 1
Column 1 Waters – In respect of: (53) Lac La Biche (68-15-W4)
Column 2 Gear - Gill net not less than 140 mm mesh
Column 3 Open Time - A. In respect of Lac La Biche excluding the following portions:
- that portion north of the southern boundary of L.S.D. 69-15-W4;
- that portion west of a line drawn from the northernmost point of land in L.S.D. 18-68-15-W4 to the southeastern most point of land in L.S.D. 8-24-68-16- W4;
- that portion east of a line drawn from the southernmost point of land located in L.S.D. 4-9-68-14-W4 to the northernmost tip of the island located in the western half of L.S.D. 4-68-14-W4 to the northern tip of Black Fox Island (L.S.D. 13-34-67-14-W4), then southeast from the southernmost point of Black Fox Island to the westernmost point of land located in L.S.D. 11-34-67-14-W4:

14:00 hours May 21, 2007 to 16:00 hours June 29, 2007 (between 08:00 hours on Monday of each week to 16:00 hours the Friday of each week)
B. In respect of all other waters: Closed.
Column 4 Species and Quota - 1) Lake whitefish: 30,000 kg; 2) Walleye: 150 kg; 3) Yellow perch: 500 kg; 4) Northern pike: 500 kg; 5) Tullibee: 5,000 kg; 6) Lake trout: 1 kg.

Variation Order SF07-07

Pursuant to section 3 of the Alberta Fishery Regulations, 1998 quotas set out in Column 3 and prohibited lengths as set out in Column 4 of Schedule 5 (Sportfishing Quotas and Size Limits) to the Alberta Fishery Regulations, 1998 in respect of the items listed in the Appendix hereto are hereby varied as indicated in the appendix.

This Order replaces **Item 2. Walleye and Sauger combined a) Walleye: Items 5. (4, 10); 7. (40, 45); and 8. (8)** of Column 2 of Variation Order SF06-03 and comes into effect upon signing.

SCHEDULE 5
Sportfishing Quotas and Size Limits
Alberta Fishery Regulations, 1998

Variation Order SF06-07
APPENDIX

Item	Column 1 Species	Column 2 Waters	Column 3 Quota	Column 4 Prohibited Length
2.	**Walleye and Sauger combined**			
	a) Walleye [in the combined total for walleye and sauger]	**5. In respect of Fish Management Zone 2 – Parkland Prairie Watershed Unit PP1** **(4) Forty Mile Coulee Reservoir (08-11-W4)**	1 from May 8 to **07:00** hours **May 19; 15:30** hours **May 19** to **07:00** hours **May 20; 15:30** hours **May 20** to Mar. 15.	0 to 55 cm
			2 from **07:00** hours **July 7** to **15:30** hours **July 7**; **07:00** hours **July 8** to **15:30** hours **July 8**	0 to 55 cm
		(10) Milk River Ridge Reservoir (05-20-W4)	1 from May 8 to **07:00** hours **July 7**; **15:30** hours **July 7** to **07:00** hours **July 8**; **15:30** hours **July 8** to Mar. 15.	0 to 55 cm
			2 from **07:00** hours **July 7** to **15:30** hours **July 7**; **07:00** hours **July 8** to **15:30** hours **July 8**	0 to 55 cm

		7. In respect of Fish Management Zone 3 – Northern Boreal Watershed Unit NB1 (40) Moose Lake (61-7-W4)	1 from May 18 to **07:00** hours **June 2**; **16:00** hours **June 2** to **07:00** hours **June 3**; **16:00** hours **June 3** to **07:00** hours **Sept. 1**; **15:30** hours **Sept. 1** to **07:00** hours **Sept. 2**; **15:30** hours **Sept. 2** to Mar. 31.	0 to 50 cm
			2 from **07:00** hours **June 2** to **16:00** hours **June 2**; **07:00** hours **June 3** to **16:00** hours **June 3**; **07:00** hours **Sept. 1** to **15:30** hours **Sept. 1**; **07:00** hours **Sept. 2** to **15:30** hours **Sept. 2**	0 to 50 cm
		(45) Pinehurst lake (65-10-W4)	1 from May 18 to **07:00** hours **June 16**; **16:00** hours **June 16** to **07:00** hours **June 17**; **16:00** hours **June 17** to Mar. 31	0 to 50 cm
			2 from **07:00** hours **June 16** to **16:00** hours **June 16; 07:00** hours **June 17** to **16:00** hours **June 17**	0 to 50 cm
		8. In respect of Fish Management Zone 3 – Northern Boreal Watershed Unit NB2		
		(8) Lesser Slave Lake (74-11-W5) (a) - the portion west of a line drawn from Shaw Point to the point of land in 26-74-14-W5 known as Little	1, from **June 15** to **06:00** hours **June 15; 17:00** hours **June 15** to **06:00** hours **June 16; 15:00** hours **June 16** to **06:00** hours **Aug. 11; 17:00** hours **Aug. 11** to **06:00**	0 to 43 cm

		Grassy Point, including Buffalo Bay and the Grouard Channel and their tributaries	hours **Aug. 12; 17:00** hours **Aug. 12** to Oct. 31. **2**, from **06:00** hours **June 15** to **17:00** hours **June 15; 06:00** hours **June 16** to **15:00** hours **June 16; 06:00** hours **Aug. 11** to **17:00** hours **Aug. 11; 06:00** hours **Aug. 12** to **17:00** hours **Aug. 12; Nov. 1** to **Feb. 29**	0 to 43 cm
		(b) - the remainder of the lake including the outlet portion downstream to the weir below Hwy 88	1, from **May 18 to 07:00** hours **June 2; 17:00** hours **June 2** to **07:00** hours **June 3; 16:30** hours **June 3** to **06:00** hours **June 9; 16:00** hours **June 9** to **06:00** hours **June 10; 16:00** hours **June 10** to **06:00** hours **June 15; 17:00** hours **June 15** to **06:00** hours **June 16; 15:00** hours **June 16** to **06:00** hours **Aug. 11; 17:00** hours **Aug. 11** to **06:00** hours **Aug. 12; 17:00** hours **Aug. 12** to Oct. 31.	0 to 43 cm
			2, from **07:00** hours **June 2** to **17:00** hours **June 2**; **07:00** hours **June 3** to **16:30** hours **June 3**; **06:00** hours **June 9** to **16:00** hours **June 9**; **06:00** hours **June 10** to **16:00** hours **June 10**; **06:00** hours **June 15** to **17:00** hours **June**	0 to 43 cm

			15; **06:00** hours **June 16** to **15:00** hours **June 16**; **06:00** hours **Aug. 11** to **17:00** hours **Aug. 11**; **06:00** hours **Aug. 12** to **17:00** hours **Aug. 12**; Nov. 1 to Mar. 31	

ADVERTISEMENTS

Notice of Intent to Dissolve

(Business Corporations Act)

Notice is hereby given that a Certificate of Intent to Dissolve was issued to **Milestone Development Corp.** on May 2, 2007.

Dated at Calgary, Alberta on May 2, 2007.

Brent H. Hooey, *Barrister & Solicitor*

Notice of Voluntary Winding-up

(Companies Act)

Interfaith Thrift Stores Association

Pursuant to section 255(1) of the Companies Act, notice is hereby given that the members of the Interfaith Thrift Stores Association have resolved by special resolution to wind-up the Interfaith Thrift Stores Association.

Dated this 9th day of May, 2007

Dustin Gemmill, *Barrister & Solicitor*

Notice of Voluntary Winding-up

(Companies Act)

New Energy Resources Alliance

Notice is hereby given that, by a special resolution of members dated April 26, 2007, New Energy Resources Alliance will be voluntarily wound-up pursuant to section 254 of the *Companies Act*, R.S.A. 2000, c C-21, as amended. Anouk Kendall, President of New Energy Resources Alliance of 3608 - 33 Street NW, Calgary, Alberta T2L 2A6, has been appointed the liquidator for the purpose of winding-up the affairs and distributing the assets of New Energy Resources Alliance.

Dated at Calgary, Alberta on May 10, 2007.

Anouk Kendall, *Liquidator*
Phone (403) 852-3832

Notice of the Meeting of the Creditors

(Companies Act)

New Energy Resource Alliance

To all creditors of New Energy Resource Alliance (New ERA):

Take notice that a meeting of the creditors of New Energy Resource Alliance will be held on June 1, 2007, commencing at 2:30 p.m. at the Boardroom of the Alberta Research Council, 3608 - 33 Street NW, Calgary, Alberta to discuss any issues surrounding the voluntary winding up of the company with the Liquidator.

Dated at Calgary, Alberta on May 10, 2007.

Anouk Kendall, *Liquidator*

Notice of General Meeting

(Companies Act)

New Energy Resource Alliance

To all members of New Energy Resource Alliance (New ERA):

Take notice that a final meeting of the members of New Energy Resource Alliance will be held on June 18, 2007, commencing at 2:30 p.m. at the Boardroom of the Alberta Research Council, 3608 - 33 Street NW, Calgary, Alberta for the purpose of reviewing the account of the Liquidator showing how the voluntary winding-up of the affairs of the company has been conducted, how the property of the company has been disposed of, and giving any explanation thereof.

Dated at Calgary, Alberta on May 10, 2007.

Anouk Kendall, *Liquidator*

Public Sale of Land

(Municipal Government Act)

Beaver County

Notice is hereby given that under the provisions of the Municipal Government Act, Beaver County will offer for sale, by public auction, at the County Office, Ryley, Alberta, on Tuesday, July 17, 2007, at 10:00 a.m., the following lands:

M-Rg-Twp-Sc-PS	Plan	Block	Lot	Name	Acres/M2
4-11-46-30-NW					157.26 Acres
4-11-46-31-SW					155.15 Acres
4-11-48-34-NW	942 3557		1		15.96 Acres
4-14-48-30-SW	4834 W	6	13 & 14	Bruce	650.3 M2
4-14-48-30-SW	4834 W	7	6	Bruce	301.93 M2
4-14-28-30-SW	4834 W	7	7 & 8	Bruce	603.86 M2
4-14-48-30-SW	4834 W	7	27 & 28	Bruce	650.3 M2
4-14-48-30-SW	4834 W	7	29 & 30	Bruce	650.3 M2
4-17-49-14-NE					160 Acres
4-17-49-14-SE				Farmsite	158.97 Acres
4-20-51-26-NE	992 6785	5			4.72 Acres

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

Beaver County may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Ryley, Alberta, May 15, 2007.

Margaret Jones, *Chief Administrative Officer*.

Town of Grimshaw

Notice is hereby given that under the provisions of the Municipal Government Act, the Town of Grimshaw will offer for sale, by public auction, in the Town Council Chambers, 5005 - 53 Avenue, Grimshaw, Alberta, on Tuesday, July 24, 2007, at 10:00 a.m., the following lands:

Lot	Block	Plan	C. of T.
2	18	4208 RS	042 141 825

Each parcel of land offered for sale will be subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

Terms: full payment by cash or certified cheque on the day of the Public Auction.

The Town of Grimshaw may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Redemption may be effected by payment of all arrears of taxes, penalties and costs at any time prior to the date of Public Auction.

Dated at Grimshaw, Alberta, April 25, 2007.

Wendy Johnson, *CAO*.

Town of Onoway

Notice is hereby given that under the provisions of the Municipal Government Act, the Town of Onoway will offer for sale, by public auction, in the Town Office, 4812 - 51 Street, Onoway, Alberta, on Monday, July 23, 2007, at 3:00 p.m., the following lands:

Lot	Block	Plan	Civic Address
16	3	6288 B.Z.	4802 - 49 Street
West Part	2	838 H.W.	4907 - 48 Avenue

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

These properties are being offered for sale on an “as is, where is” basis, and the Town of Onoway makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, or the developability of the subject land for any intended use by the Purchaser.

The Town of Onoway may, after the public auction, become the owner of any parcel of land not sold at the public auction.

All Bidders or their Agents must be present at the Public Auction.

Terms: Cash, Money Order or Certified Cheque - 25% down, balance by July 31, 2007.

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Onoway, Alberta, May 15, 2007.

Ryan Bard, *Municipal Manager*.

Village of Barons

Notice is hereby given that under the provisions of the Municipal Government Act, the Village of Barons will offer for sale, by public auction, in the Village Office, Barons, Alberta, on Wednesday, August 22, 2007, at 10:00 a.m., the following lands:

Plan	**Block**	**Lot**
7510AG	13	22 - 24
4373CB	15	Westerly Part 4
4373CB	15	Lots 1 & 2
7510AG	13	1 - 10
5929HQ	20	D
7510AG	11	3 - 5
2605X	6	28 - 33

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

The Village of Barons may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash or Certified Cheque.

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Barons, Alberta, May 10, 2007.

Laure Beck, *Administrator*.

Village of Edgerton

Notice is hereby given that under the provisions of the Municipal Government Act, the Village of Edgerton will offer for sale, by public auction, in the village office, 5017 50 Avenue, Edgerton, Alberta, on Monday, July 16, 2007, at 11:00 a.m., the following lands:

Lot	Block	Plan	C. of T.	Linc #
31, 32	5	5681AC	022 030 754	0011353976

The parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

Terms: cash or certified cheque.

The Village of Edgerton may, after the public auction, become the owner of the parcel of land if not sold at the public auction.

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Edgerton, Alberta, May 10, 2007.

T. Tiffen, *Chief Administrative Officer*.

Village of Derwent

Notice is hereby given that under the provisions of the Municipal Government Act, Village of Derwent will offer for sale, by public auction, in the Village Office, Derwent, Alberta, on Wednesday, July 11, 2007, between 1:00 p.m. and 3:00 p.m., the following lands:

Lot	Block	Plan	Certificate of Title
16	2	420EO	022 373 429
17	2	420EO	022 432 094
18, 19	2	420EO	022 432 094+1

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title.

The Village of Derwent may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash or Certified Cheque at time of sale.

Redemption may be effected by payment of all arrears of taxes and all costs at any time prior to the sale.

Dated at Derwent, Alberta, April 24, 2007.

Michele Wright, *CAO*.

Village of Galahad

Notice is hereby given that, under the provisions of the Municipal Government Act, the Village of Galahad will offer for sale, by public auction, in the Village Office, 312 Merlin Street, Galahad, Alberta, on Tuesday, July 17, 2007, at 1:00 p.m., the following lands:

Lot	Block	Plan	C. of T.
23	3	3010B0	932 072 307

Each parcel will be offered for sale, subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title.

The land is being offered for sale on an "as is, where is" basis, and the Village of Galahad makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, or the developability of the subject land for any intended use by the purchaser. The successful bidder may be required to execute a Sale Agreement in a form and substance acceptable to the Village of Galahad.

The Village of Galahad may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: cash, certified cheque or bank draft

Redemption may be effected by certified payment of all arrears of taxes, penalties and costs at any time prior to the date of public auction.

Dated at Sedgewick, Alberta, April 20, 2007.

Gwenda Poyser, *Administrator*.

NOTICE TO ADVERTISERS

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August 31	October 11
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October 31	December 31
November 15	December 21
November 30	January 10

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