The Alberta Gazette

Part I

Vol. 117	Edmonton, Saturday, January 30, 2021	No. 02

APPOINTMENTS

Reappointment of Ad Hoc Justice of the Peace

(Justice of the Peace Act)

January 12, 2021
James Kevin Conley
Stafford Trent Gorsalitz
Edward Paul Newcombe

For a term to expire on January 11, 2022.

GOVERNMENT NOTICES

Agriculture and Forestry

Form 15

(Irrigation Districts Act)
(Section 88)

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

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 **removed** from the irrigation district and the notation removed from the certificate of title:

LINC Number	Short Legal Description as shown on title	Title Number
0037 388 782	1612578;1;3	161 270 555 +2
0037 388 766	1612578;1;1	201 205 675

0037 388 774	1612578;1;2	161 270 555 +1
0037 388 733	4;21;22;3;NE	161 270 555 +3

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.

Rebecca Fast, *Office Administrator, Irrigation Secretariat.*

Energy

Declaration of Withdrawal from Unit Agreement

(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The Minister of Energy on behalf of the Crown in Right of Alberta hereby declares and states that the Crown has withdrawn as a party to the agreement entitled "Chauvin South Gas Unit No. 1" effective November 30, 2020.

Stacey Szeto, *for Minister of Energy.*

The Minister of Energy on behalf of the Crown in Right of Alberta hereby declares and states that the Crown has withdrawn as a party to the agreement entitled "Enchant Arcs Unit No. 1" effective November 30, 2020.

Stacey Szeto, *for Minister of Energy.*

The Minister of Energy on behalf of the Crown in Right of Alberta hereby declares and states that the Crown has withdrawn as a party to the agreement entitled "Suffield Upper Mannville Agreement #22" effective November 30, 2020.

Stacey Szeto, *for Minister of Energy.*

Production Allocation Unit Agreement

(Mines and Minerals Act)

Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy on behalf of the Crown has executed counterparts of the agreement entitled “Production Allocation Unit Agreement – Swimming Rex Agreement No. 4” and that the Unit became effective on April 1, 2020.

EXHIBIT "A" - PART I

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
“SWIMMING REX AGREEMENT No. 4”

Tract No.	Land Description (M-R-T: Sec)	Lease Number	Royalty Interest Owner	Share of Royalty Interest (%)	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1a	4-07-052: 13NWP	Freehold	Big Bend-Alberta Ltd.	100	58.29	Crew Energy Inc.	100%	58.29
1b	4-07-052: 13NWP	0412090275	Crown	100	0.77	Crew Energy Inc.	100%	0.77
2	4-07-052: 13NE	Freehold	Big Bend-Alberta Ltd.	100	40.94	Crew Energy Inc.	100%	40.94

Working Interest Owners:

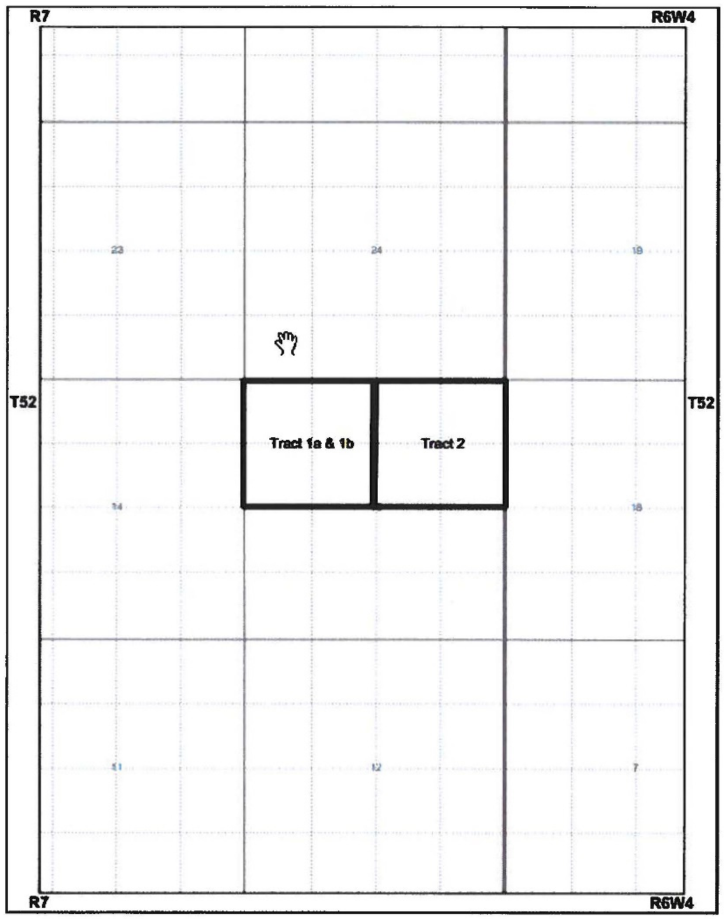
Crew Energy Inc. 100%

Effective as of the Effective Date

Note: The Crown is not responsible for the information provided by the Royalty Interest Owners who have an absolute ownership interest, or a fee simple or similar ownership estate in the Production Allocation Substances in the Production Allocation Zone.

EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"SWIMMING REX AGREEMENT No. 4"

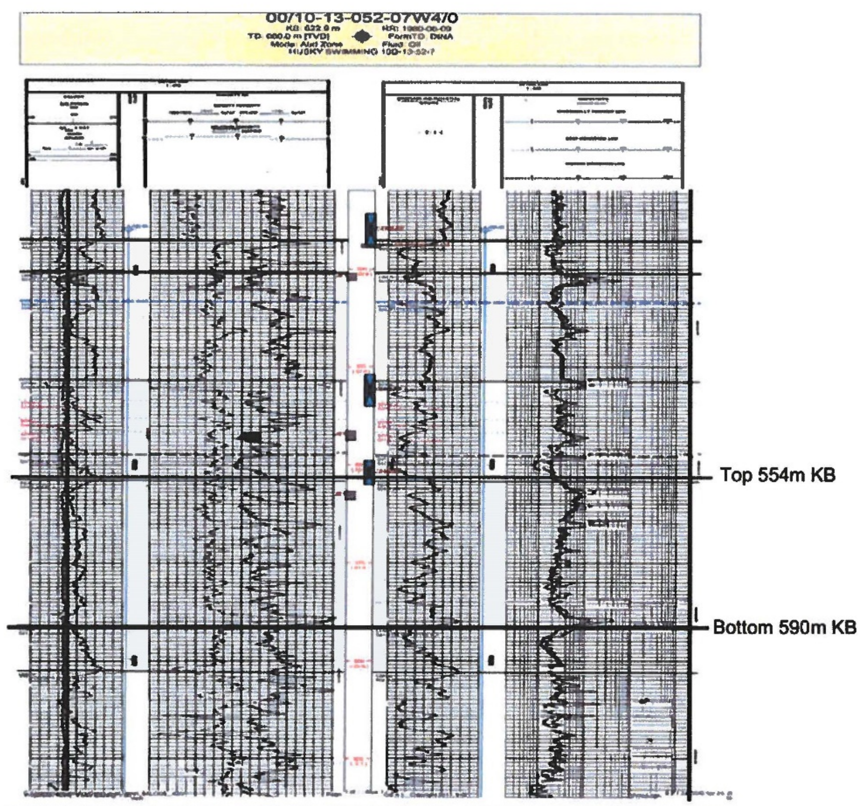


Effective as of the Effective Date

EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"SWIMMING REX AGREEMENT No. 4"

A portion of the Gamma Density Neutron and Resistivity Log recorded at the well 100/10-13-052-07W4/00 located in LSD 10.



Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy on behalf of the Crown has executed counterparts of the agreement entitled “Production Allocation Unit Agreement – Wembley Montney Agreement No. 16” and that the Unit became effective on February 1, 2020.

EXHIBIT "A" - PART I

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
“ WEMBLEY MONTNEY AGREEMENT NO. 16”

Tract No.	Land Description (M-R-T: S)	Lease Number	Royalty Interest Owner	Share of Royalty Interest (%)	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1a	6-09-072: 12SW	Freehold	NuVista Energy Ltd.	100	3.58	Ovintiv Canada ULC	100	3.58
1b	6-09-072: 12N, SE	0512070386	Crown	100	10.73	Ovintiv Canada ULC	100	10.73
2	6-09-072: 11	0510010172	Crown	100	52.03	Ovintiv Canada ULC	100	52.03
3	6-09-072: 14	5408120524	Crown	100	10.94	Ovintiv Canada ULC	100	10.94
4	6-09-072: 15	5412070514	Crown	100	22.72	Ovintiv Canada ULC	100	22.72

Working Interest Owners:

Ovintiv Canada ULC 100%

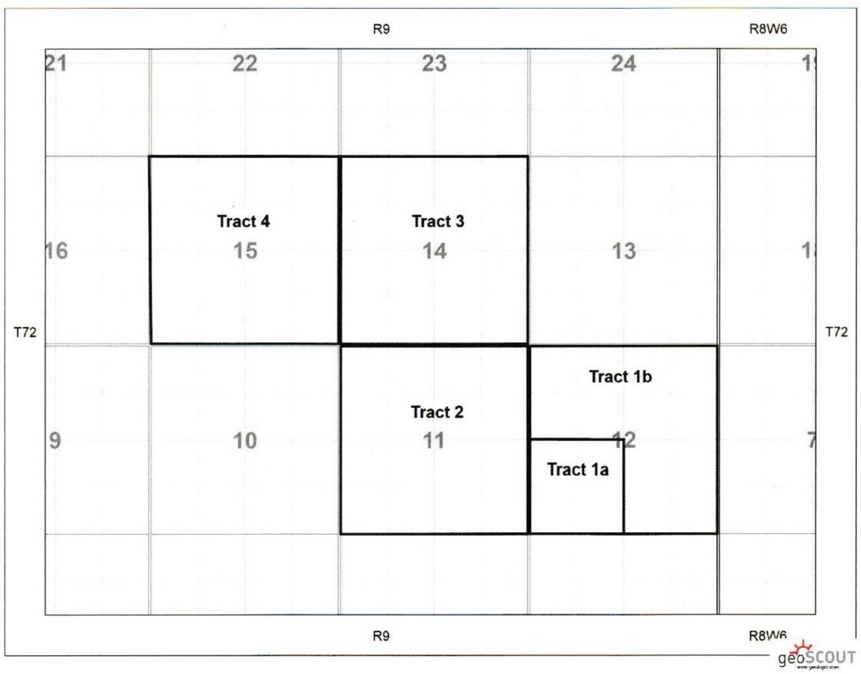
Effective as of the Effective Date

Note: The Crown is not responsible for the information provided by the Royalty Interest Owners who have an absolute ownership interest, or a fee simple or similar ownership estate in the Production Allocation Substances in the Production Allocation Zone.

EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"WEMBLEY MONTNEY AGREEMENT NO. 16 "

PLAT OF UNIT AREA

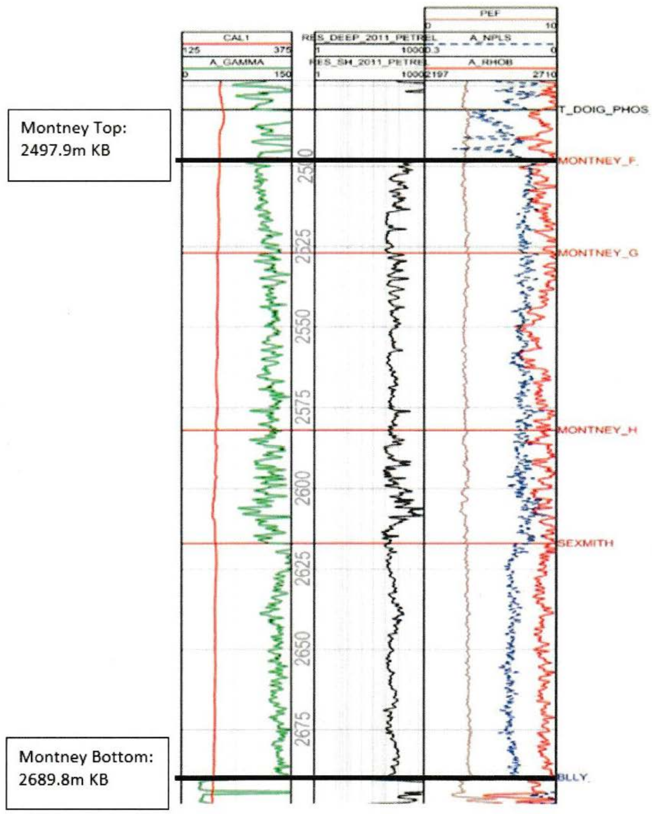


Effective as of the Effective Date

EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"WEMBLEY MONTNEY AGREEMENT NO. 16"

A portion of the "Density Neutron Gamma Ray" Log recorded at the well 100/05-02-072-09W6/00 located in LSD 5.



Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy on behalf of the Crown has executed counterparts of the agreement entitled “Production Allocation Unit Agreement – Wembley Montney Agreement No. 17” and that the Unit became effective on February 1, 2020.

EXHIBIT "A" - PART I

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
“WEMBLEY MONTNEY AGREEMENT NO. 17”

Tract No.	Land Description (M-R-T: S)	Lease Number	Royalty Interest Owner	Share of Royalty Interest (%)	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1a	6-09-072: 12SW	Freehold	NuVista Energy Ltd.	100	1.36	Ovintiv Canada ULC	100	1.36
1b	6-09-072: 12N, SE	0512070386	Crown	100	4.08	Ovintiv Canada ULC	100	4.08
2	6-09-072: 11	0510010172	Crown	100	58.93	Ovintiv Canada ULC	100	58.93
3	6-09-072: 10	5412070513	Crown	100	2.83	Ovintiv Canada ULC	100	2.83
4	6-09-072: 15	5412070514	Crown	100	32.80	Ovintiv Canada ULC	100	32.80

Working Interest Owners:

Ovintiv Canada ULC 100%

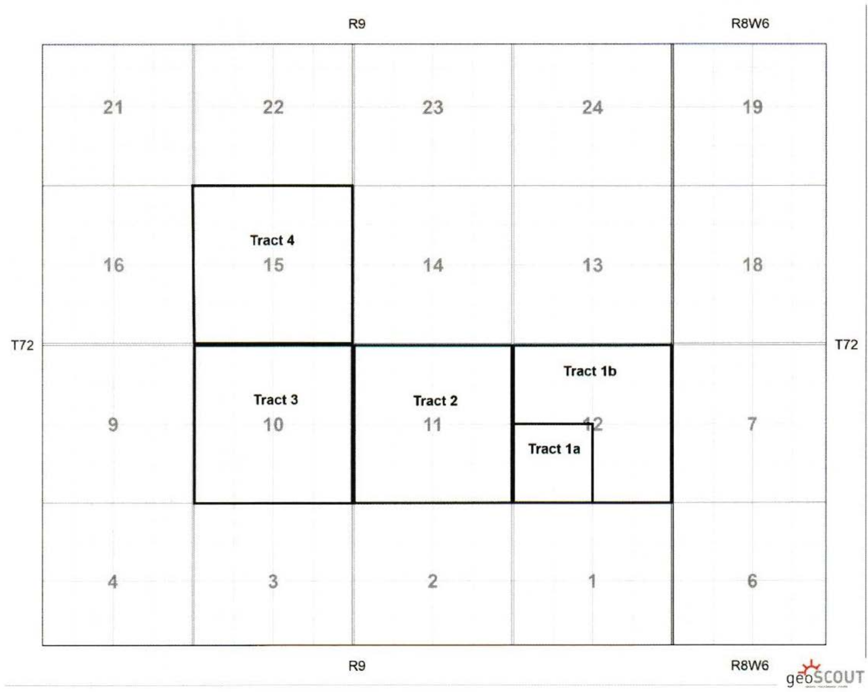
Effective as of the Effective Date

Note: The Crown is not responsible for the information provided by the Royalty Interest Owners who have an absolute ownership interest, or a fee simple or similar ownership estate in the Production Allocation Substances in the Production Allocation Zone.

EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"WEMBLEY MONTNEY AGREEMENT NO. 17"

PLAT OF UNIT AREA

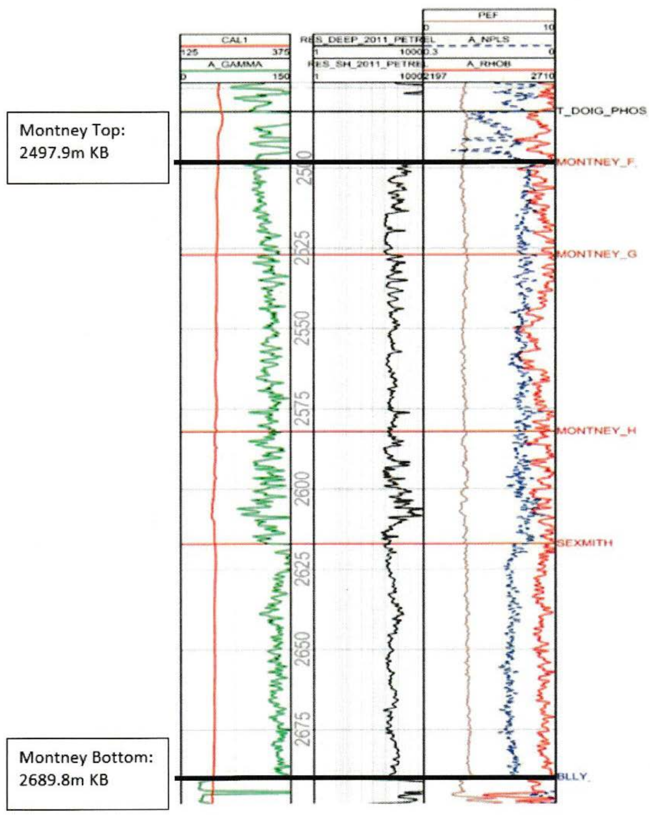


Effective as of the Effective Date

EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"WEMBLEY MONTNEY AGREEMENT NO. 17"

A portion of the "Density Neutron Gamma Ray" Log recorded at the well 100/05-02-072-09W6/00 located in LSD 5.



Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy on behalf of the Crown has executed counterparts of the agreement entitled "Production Allocation Unit Agreement – Wembley Montney Agreement No. 18" and that the Unit became effective on February 1, 2020.

EXHIBIT "A" - PART I

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"WEMBLEY MONTNEY AGREEMENT NO. 18"

Tract No.	Land Description (M-R-T: S)	Lease Number	Royalty Interest Owner	Share of Royalty Interest (%)	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1a	6-09-072: 12SW	Freehold	NuVista Energy Ltd.	100	2.22	Ovintiv Canada ULC	100	2.22
1b	6-09-072: 12N, SE	0512070386	Crown	100	6.67	Ovintiv Canada ULC	100	6.67
2	6-09-072: 11	0510010172	Crown	100	58.27	Ovintiv Canada ULC	100	58.27
3	6-09-072: 14	5408120524	Crown	100	1.84	Ovintiv Canada ULC	100	1.84
4	6-09-072: 15	5412070514	Crown	100	31.00	Ovintiv Canada ULC	100	31.00

Working Interest Owners:

Ovintiv Canada ULC 100%

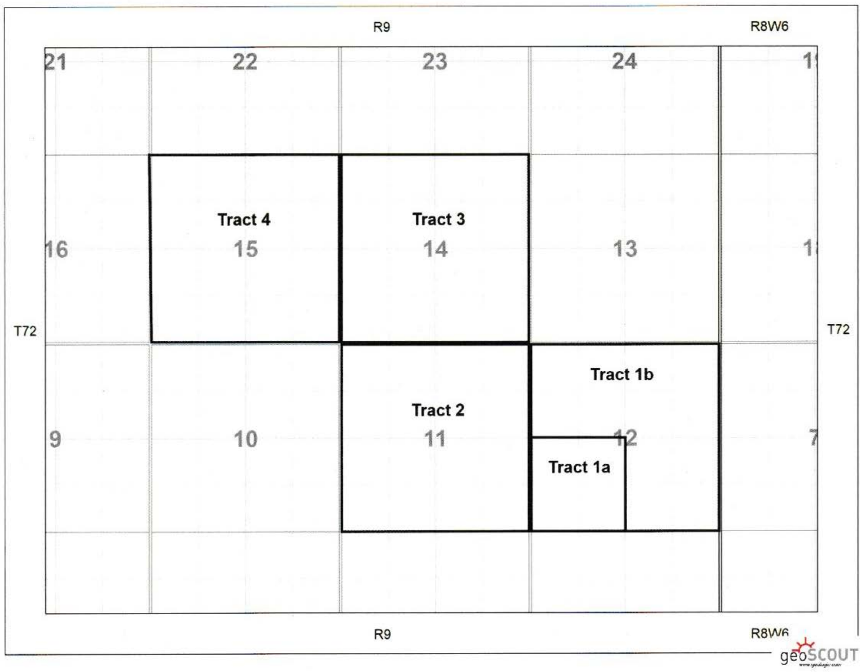
Effective as of the Effective Date

Note: The Crown is not responsible for the information provided by the Royalty Interest Owners who have an absolute ownership interest, or a fee simple or similar ownership estate in the Production Allocation Substances in the Production Allocation Zone.

EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"WEMBLEY MONTNEY AGREEMENT NO. 18"

PLAT OF UNIT AREA

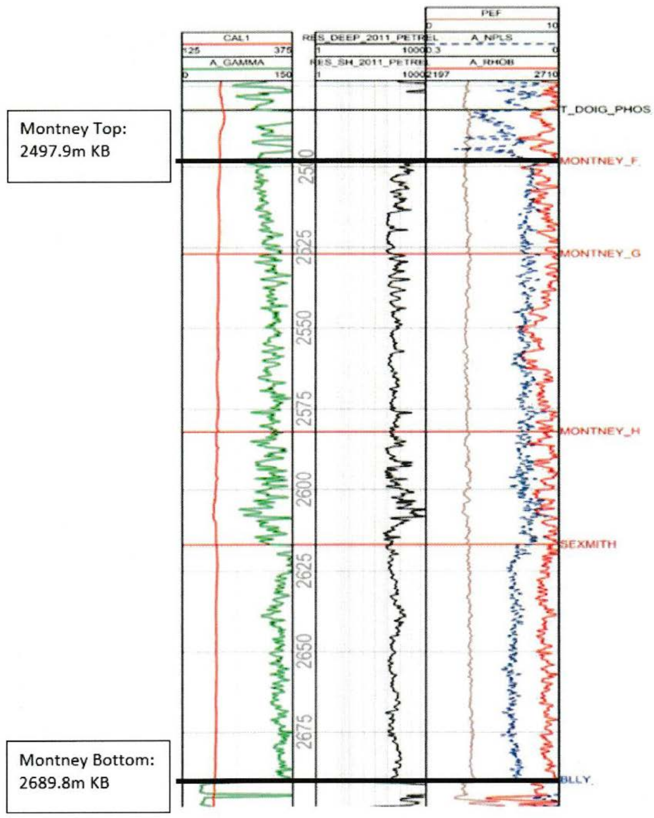


Effective as of the Effective Date

EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"WEMBLEY MONTNEY AGREEMENT NO. 18"

A portion of the "Density Neutron Gamma Ray" Log recorded at the well 100/05-02-072-09W6/00 located in LSD 5.



Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy on behalf of the Crown has executed counterparts of the agreement entitled “Production Allocation Unit Agreement – Wembley Montney Agreement No. 19” and that the Unit became effective on February 1, 2020.

EXHIBIT "A" - PART I

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
“WEMBLEY MONTNEY AGREEMENT NO. 19”

Tract No.	Land Description (M-R-T: S)	Lease Number	Royalty Interest Owner	Share of Royalty Interest (%)	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1a	6-09-072: 12SW	Freehold	NuVista Energy Ltd.	100	3.52	Ovintiv Canada ULC	100	3.52
1b	6-09-072: 12N, SE	0512070386	Crown	100	10.56	Ovintiv Canada ULC	100	10.56
2	6-09-072: 11	0510010172	Crown	100	49.46	Ovintiv Canada ULC	100	49.46
3	6-09-072: 14	5408120524	Crown	100	17.20	Ovintiv Canada ULC	100	17.20
4	6-09-072: 15	5412070514	Crown	100	19.26	Ovintiv Canada ULC	100	19.26

Working Interest Owners:

Ovintiv Canada ULC 100%

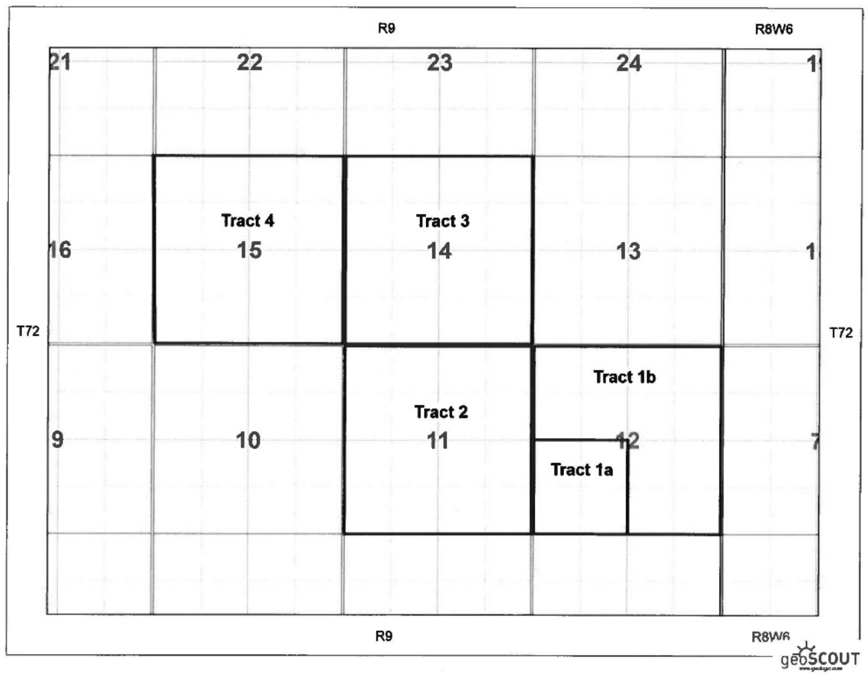
Effective as of the Effective Date

Note: The Crown is not responsible for the information provided by the Royalty Interest Owners who have an absolute ownership interest, or a fee simple or similar ownership estate in the Production Allocation Substances in the Production Allocation Zone.

EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"WEMBLEY MONTNEY AGREEMENT NO. 19"

PLAT OF UNIT AREA

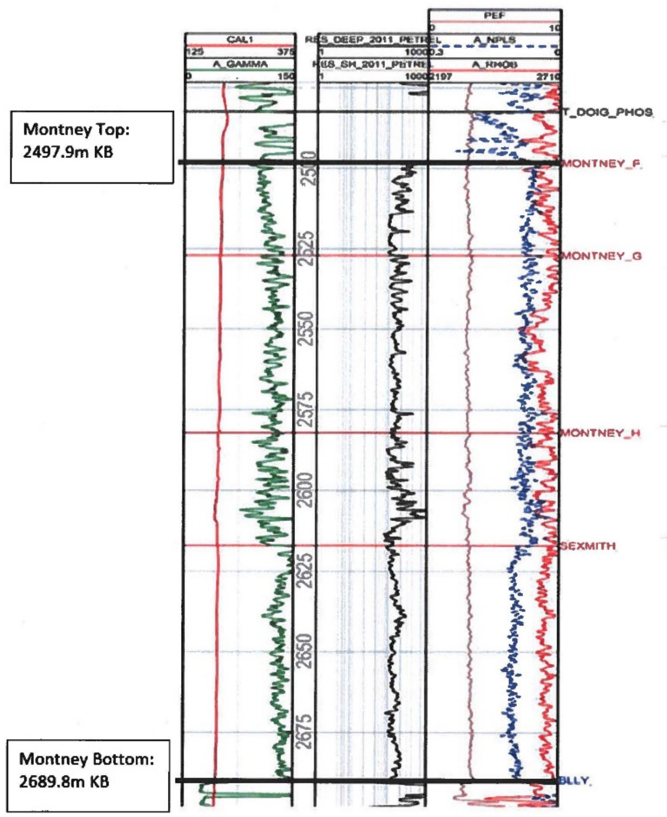


Effective as of the Effective Date

EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"WEMBLEY MONTNEY AGREEMENT NO. 19"

A portion of the "Density Neutron Gamma Ray" Log recorded at the well 100/05-02-072-09W6/00 located in LSD 5.



Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy on behalf of the Crown has executed counterparts of the agreement entitled “Production Allocation Unit Agreement – Wembley Montney Agreement No. 20” and that the Unit became effective on February 1, 2020.

EXHIBIT "A" - PART I

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
“WEMBLEY MONTNEY AGREEMENT NO. 20”

Tract No.	Land Description (M-R-T: S)	Lease Number	Royalty Interest Owner	Share of Royalty Interest (%)	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1a	6-09-072: 12SW	Freehold	NuVista Energy Ltd.	100	6.85	Ovintiv Canada ULC	100	6.85
1b	6-09-072: 12N, SE	0512070386	Crown	100	20.56	Ovintiv Canada ULC	100	20.56
2	6-09-072: 11	0510010172	Crown	100	38.52	Ovintiv Canada ULC	100	38.52
3	6-09-072: 14	5408120524	Crown	100	23.24	Ovintiv Canada ULC	100	23.24
4	6-09-072: 15	5412070514	Crown	100	10.83	Ovintiv Canada ULC	100	10.83

Working Interest Owners:

Ovintiv Canada ULC 100%

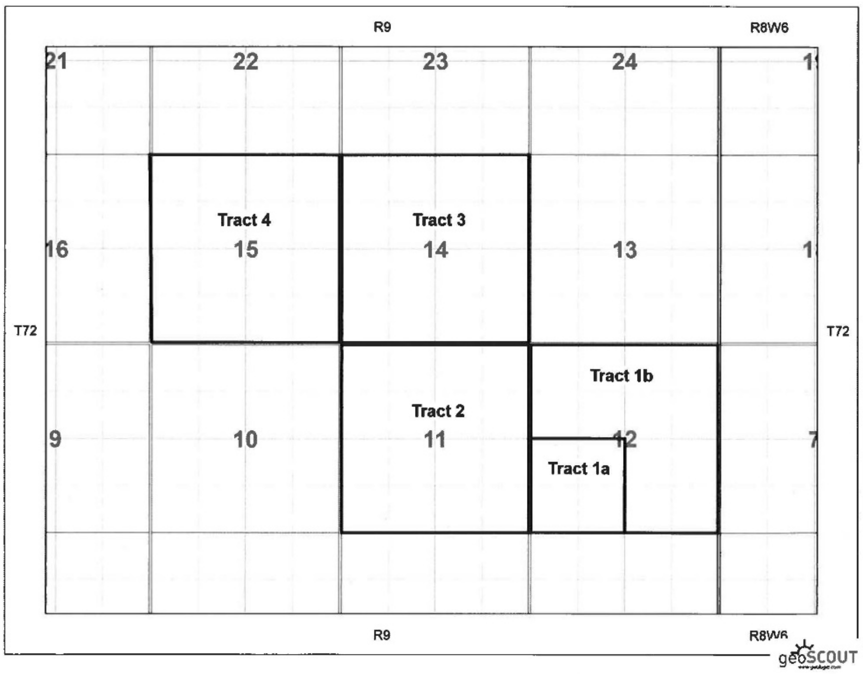
Effective as of the Effective Date

Note: The Crown is not responsible for the information provided by the Royalty Interest Owners who have an absolute ownership interest, or a fee simple or similar ownership estate in the Production Allocation Substances in the Production Allocation Zone.

EXHIBIT "B"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"WEMBLEY MONTNEY AGREEMENT NO. 20"

PLAT OF UNIT AREA

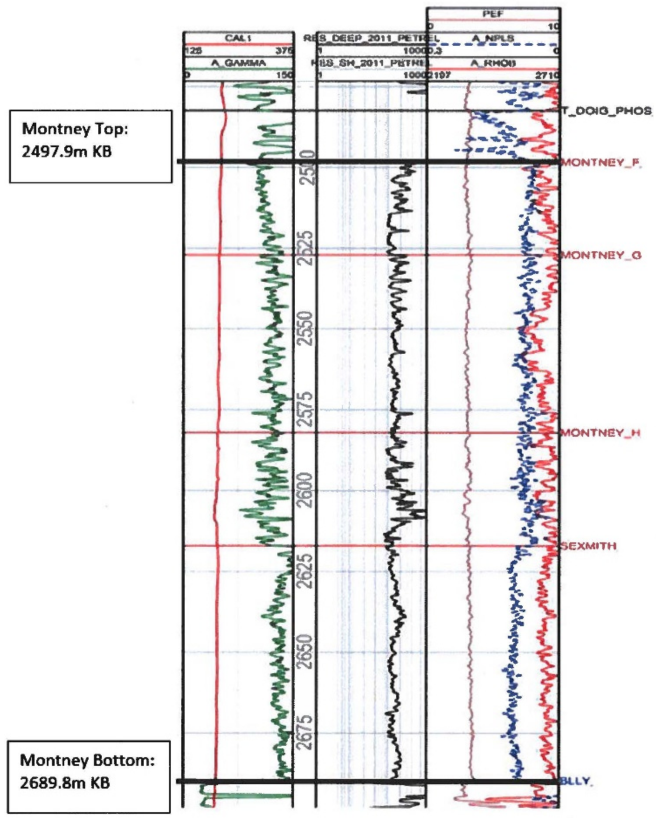


Effective as of the Effective Date

EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED
"WEMBLEY MONTNEY AGREEMENT NO. 20"

A portion of the "Density Neutron Gamma Ray" Log recorded at the well 100/05-02-072-09W6/00 located in LSD 5.



Infrastructure

Contract Increases Approved Pursuant to Treasury Board Directive 02/2005

Contract: Edmonton - Alberta Innovates Mill Woods - Fuels and Lubricants Safety Upgrades
Contractor: Delnor Construction Ltd.
Reason for Increase: Additional change orders are anticipated to complete the project, including addition of exhaust fan starters, unforeseen architectural, electrical and mechanical modifications to address fire and building code issues, concrete storage bunker coring and strength investigation, addition of explosion panels, and contingency for unforeseen costs required to complete the project.
Contract Amount: $3,048,000.00
% Increase: 20%
Amount of Increase: $603,372.31

Contract: Edmonton - Industrial Health Lab Restoration Plan
Contractor: Chandos Construction Ltd.
Reason for Increase: Additional change orders up to $2,442,132 are anticipated to complete the project, including front entrance stabilization; structural upgrades to the original building and its two additions; additional foundational work due to unforeseen site conditions; additional masonry work due to the poor condition of the underlying brick; and hazardous material removal.
Contract Amount: $3,588,000.00
% Increase: 77%
Amount of Increase: $2,756,761.01.

Contract: Fort Saskatchewan - Correctional Centre Central Activities Building and Administration Building Boiler Replacement
Contractor: Magnum Mechanical Systems Ltd.
Reason for Increase: Additional change orders are anticipated to complete the project, including additional boiler circulation pumps, a dedicated piping loop and pump upgrades, deaerator replacement, feed water tank replacement, and contingency for unforeseen changes to complete the project.
Contract Amount: $839,352.00
% Increase: 19%
Amount of Increase: $160,087.75

Contract: St. Albert - Provincial Building - Roof Replacement
Contractor: Whitson Contracting Ltd.
Reason for Increase: Additional change orders are anticipated to complete the project, including abatement of zone eight, painting of the exterior louvres, and contingency for unforeseen changes to complete the project.
Contract Amount: $1,251,300.00
% Increase: 12%
Amount of Increase: $148,996.30

Justice and Solicitor General

List of Acts or provisions repealed on December 31, 2020

(Statutes Repeal Act)

Pursuant to section 4 of the *Statutes Repeal Act*, the following is a listing of every Act or provision of an Act that was repealed on December 31, 2020 pursuant to section 3 of the *Statutes Repeal Act*:

Condominium Property Amendment Act, 2014 (2014 c10) ss2(a)(ix), (xiii), 17, 30 “39(2)(b), (c)”, 55(d) “81(f.6) to (f.63)”, (i)

Health Professions Amendment Act, 2008 (2008 c34) ss12, 13, 15

Pooled Registered Pension Plans Act (2013 cP-18.5)

Tobacco Reduction Amendment Act, 2013 (2013 c24) ss3(c) to (e), 4(a), 6, 7, 8(a), 19(b), (c), (d) “9(1)(e.4)”, (f) “(g.2)”, 20, 22

Safety Codes Council

Agency Accreditation – Cancellation

(Safety Codes Act)

Pursuant to Section 30 of the *Safety Codes Act* it is hereby ordered that

D.R. Inspections & Permits Ltd., Accreditation No. A000279, Order No. 1034

Is to cease services under the *Safety Codes Act* as of the Issued Date for the discipline of **Building**

Consisting of all parts of the National Building Code – 2019 Alberta Edition, and the National Energy Code of Canada for Buildings 2017 as amended from time to time.

Accredited Date: May 13, 1998 Issued Date: December 31, 2020.

Pursuant to Section 30 of the *Safety Codes Act* it is hereby ordered that

Phoenix Elite Corp., Accreditation No. A124424, Order No. 79842016

Is to cease services under the *Safety Codes Act* as of the Issued Date for the discipline of **Fire**

Consisting of all parts of the National Fire Code – 2019 Alberta Edition as amended from time to time, except for those requirements pertaining to the installation, alteration, and removal of the storage tank systems for flammable and combustible liquids, and Fire Investigation (cause and circumstance).

Accredited Date: November 1, 2019 Issued Date: December 31, 2020.

Corporate Accreditation

(Safety Codes Act)

Pursuant to Section 28 of the *Safety Codes Act* it is hereby ordered that

Energy Transfer Canada ULC (formerly SemCAMS Midstream ULC), Accreditation No. C000240, Order No. 1356

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Electrical**

Consisting of all parts of the CSA C22.1-18 Canadian Electrical Code (24th Edition) as amended from time to time.

Accredited Date: January 4, 2002 Issued Date: January 15, 2021.

Joint Municipal Accreditation

(Safety Codes Act)

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

County of Barrhead No. 11, Town of Barrhead, Summer Village of Birch Cove, Accreditation No. J000125, Order No. 0501

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Fire**

Consisting of all parts of the National Fire Code – 2019 Alberta Edition as amended from time to time, except for those requirements pertaining to the installation, alteration, and removal of the storage tank systems for flammable and combustible liquids; and Fire Investigation (cause and circumstance).

Accredited Date: December 16, 1995 Issued Date: January 11, 2021.

Municipal Accreditation

(Safety Codes Act)

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Town of Black Diamond, Accreditation No. M000141, Order No. 0554

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Building**

Consisting of all parts of the National Building Code – 2019 Alberta Edition, and the National Energy Code of Canada for Buildings 2017 as amended from time to time.

Accredited Date: December 19, 1995 Issued Date: January 18, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Town of Black Diamond, Accreditation No. M000141, Order No. 0945

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Electrical**

Consisting of all parts of the CSA C22.1-18 Canadian Electrical Code (24th Edition) as amended from time to time.

Accredited Date: March 17, 1997 Issued Date: January 18, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Town of Black Diamond, Accreditation No. M000141, Order No. 0553

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Fire**

Consisting of all parts of the National Fire Code – 2019 Alberta Edition as amended from time to time, except for those requirements pertaining to the installation, alteration, and removal of the storage tank systems for flammable and combustible liquids, and Fire Investigation (cause and circumstance).

Accredited Date: December 19, 1995 Issued Date: January 18, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Town of Black Diamond, Accreditation No. M000141, Order No. 0946

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Gas**

Consisting of all parts of the CAN/CSA-B149.1-15 Natural Gas and Propane Installation Code, CAN/CSA-B149.2-15 Propane Storage and Handling Code, and CAN/CSA-B108-18 Natural Gas Fuelling Stations Installation Code.

Excluding the CAN/CSA149.5-15 Installation Code for Propane Fuel Systems and Tanks on Highway Vehicles, CSA-B109-17 Natural Gas for Vehicles Installation Code, and CAN/CSA-B149.3-15 Code for the Field Approval of Fuel Related Components on Appliances and Equipment.

Accredited Date: March 17, 1997 Issued Date: January 18, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Town of Black Diamond, Accreditation No. M000141, Order No. 0947

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Plumbing**

Consisting of all parts of the National Plumbing Code of Canada 2015, and Alberta Private Sewage Systems Standard of Practice 2015 as amended from time to time.

Accredited Date: March 17, 1997 Issued Date: January 18, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Birch Hills County, Accreditation No. M000225, Order No. 2728

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Building**

Consisting of all parts of the National Building Code – 2019 Alberta Edition, and the National Energy Code of Canada for Buildings 2017 as amended from time to time.

Accredited Date: January 1, 2010 Issued Date: January 6, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Birch Hills County, Accreditation No. M000225, Order No. 2729

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Electrical**

Consisting of all parts of the CSA C22.1-18 Canadian Electrical Code (24th Edition) and Alberta Electrical Utility Code (5th Edition, 2016) as amended from time to time.

Accredited Date: January 1, 2010 Issued Date: January 6, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Birch Hills County, Accreditation No. M000225, Order No. 2731

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Gas**

Consisting of all parts of the CAN/CSA-B149.1-15 Natural Gas and Propane Installation Code, CAN/CSA-B149.2-15 Propane Storage and Handling Code, and CAN/CSA-B108-18 Natural Gas Fuelling Stations Installation Code.

Excluding the CAN/CSA149.5-15 Installation Code for Propane Fuel Systems and Tanks on Highway Vehicles, CSA-B109-17 Natural Gas for Vehicles Installation Code, and CAN/CSA-B149.3-15 Code for the Field Approval of Fuel Related Components on Appliances and Equipment.

Accredited Date: January 1, 2010 Issued Date: January 6, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Birch Hills County, Accreditation No. M000225, Order No. 2732

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Plumbing**

Consisting of all parts of the National Plumbing Code of Canada 2015, and Alberta Private Sewage Systems Standard of Practice 2015 as amended from time to time.

Accredited Date: January 1, 2010 Issued Date: January 6, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Town of Sylvan Lake, Accreditation No. M000355, Order No. 0405

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Building**

Consisting of all parts of the National Building Code – 2019 Alberta Edition, and the National Energy Code of Canada for Buildings 2017 as amended from time to time.

Accredited Date: December 6, 1995 Issued Date: January 11, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Town of Sylvan Lake, Accreditation No. M000355, Order No. 2603

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Electrical**

Consisting of all parts of the CSA C22.1-18 Canadian Electrical Code (24th Edition) as amended from time to time.

Accredited Date: September 27, 2007 Issued Date: January 11, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Town of Sylvan Lake, Accreditation No. M000355, Order No. 2584

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Fire**

Consisting of all parts of the National Fire Code – 2019 Alberta Edition as amended from time to time, except for those requirements pertaining to the installation, alteration, and removal of the storage tank systems for flammable and combustible liquids; and Fire Investigation (cause and circumstance).

Accredited Date: July 9, 2007 Issued Date: January 11, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Town of Sylvan Lake, Accreditation No. M000355, Order No. 2604

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Gas**

Consisting of all parts of the CAN/CSA-B149.1-15 Natural Gas and Propane Installation Code, CAN/CSA-B149.2-15 Propane Storage and Handling Code, and CAN/CSA-B108-18 Natural Gas Fuelling Stations Installation Code.

Excluding the CAN/CSA149.5-15 Installation Code for Propane Fuel Systems and Tanks on Highway Vehicles, CSA-B109-17 Natural Gas for Vehicles Installation Code, and CAN/CSA-B149.3-15 Code for the Field Approval of Fuel Related Components on Appliances and Equipment.

Accredited Date: September 27, 2007 Issued Date: January 11, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Town of Sylvan Lake, Accreditation No. M000355, Order No. 2605

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Plumbing**

Consisting of all parts of the National Plumbing Code of Canada 2015, and Alberta Private Sewage Systems Standard of Practice 2015 as amended from time to time.

Accredited Date: September 27, 2007 Issued Date: January 11, 2021.

Pursuant to Section 26 of the *Safety Codes Act* it is hereby ordered that

Municipal District of Greenview No 16, Accreditation No. M124635, Order No. 79842042

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the *Safety Codes Act* including applicable Alberta amendments and regulations for the discipline of **Fire**

Consisting of all parts of the National Fire Code – 2019 Alberta Edition as amended from time to time, except for those requirements pertaining to the installation, alteration, and removal of the storage tank systems for flammable and combustible liquids; and Fire Investigation (cause and circumstance).

Accredited Date: January 6, 2021 Issued Date: January 6, 2021.

Treasury Board and Finance

Approval of Standard Automobile Insurance Policy Forms

(Insurance Act)

Notice is hereby given pursuant to section 551 of the *Insurance Act* that the Superintendent of Insurance has approved the following Standard Automobile Policy Forms for use in Alberta, effective May 1, 2021:

- Owner's Automobile Policy S.P.F. No. 1
- Driver's Automobile Policy S.P.F. No. 2
- Garage Automobile Policy S.P.F. No. 4
- Non-owned Automobile Policy S.P.F. No. 6
- Excess third Party Liability Automobile Policy S.P.F. No. 7
- Lessor's Contingent Automobile Policy S.P.F. No. 8
- Transportation Network Automobile Policy S.P.F. No. 9

David Sorensen
Deputy Superintendent of Insurance.

Owner's Automobile Policy
S.P.F. No. 1

This form is approved by Alberta's Superintendent of Insurance effective May 1, 2021.

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 following Insuring Agreements A, B, C for which a premium is specified in Item 4 of the application and no other

SECTION A – THIRD PARTY LIABILITY

The Insurer agrees 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 Insured's consent personally drives the automobile, or personally operates any part thereof, against the liability imposed by law upon the Insured or upon any such other person for loss or damage arising from the ownership, use or operation of the automobile and resulting from

BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY

The Insurer shall not be liable under this section,

(a) for any liability imposed by any workers' compensation law upon any person insured by this section; or

(b) –deleted

(c) for loss or damage resulting from bodily injury to or the death of any employee of any person insured by this section while engaged in the operation or repair of the automobile; or

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

(e) –deleted

(f) –deleted

(g) for any amount in excess of the limit(s) stated in section A of item 4 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) relating to the nuclear energy hazard; or

(h) 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, serve any person insured by this Policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and

(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 which may at any time be brought against such person on account of such loss or damage to persons or property; 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; and

(4) in case the injury be to a person, reimburse any person insured by this Policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and

(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 4 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:

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

(b) 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

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, including any medically necessary equipment, home modifications or vehicle modifications, 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 $1000 per person;

(b) expenses payable in respect of massage therapy services provided under provision (1)(b) are limited to $350;

(c) expenses payable in respect of acupuncture services provided under provision (1)(b) are limited to $350.

(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 I – Death, Grief Counselling and Funeral Benefits

Subject to the provisions of this Part I, 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:

Age of Deceased at Date of Accident	**Status of Deceased at Date of Accident**		
	Head of Household	Spouse/Adult Interdependent Partner	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 $6 150 in respect of the death of any one person.

In addition, grief counselling expenses up to the amount of $500 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 $4000 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 the head of household 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 the insured person from performing any and every duty pertaining to the insured person's 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) $600 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 the insured person's household duties shall, while so incapacitated, receive $200 per week for not more than 104 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 $600 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,

(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 person 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 the person's 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 that person's 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

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

(b) the insured person or someone on the insured person's 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 the insured person's 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 the insured person's 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 the insured person's 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, the insured's 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 the named insured's 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 the employee's or partner's 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 the employee's or partner's 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 the employee's or partner's 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 worker'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 320.14 of the *Criminal Code* (Canada) 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 the person; 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 $750 per person;

(B) physical therapy services, up to $750 per person;

(C) occupational therapy services, up to $750 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 B must be commenced not later than two years 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.

SECTION C – LOSS OF OR DAMAGE TO INSURED AUTOMOBILE

The Insurer agrees to indemnify the Insured against direct and accidental loss of or damage to the automobile, including its equipment

SUBSECTION 1 – ALL PERILS

from all perils;

SUBSECTION 2 – COLLISION OR UPSET

caused by collision with another object or by upset;

SUBSECTION 3 – COMPREHENSIVE

from any peril other than by collision with another object or by upset;

The words "another object" as used in this subsection 3 include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon excluding a live undomesticated animal. Loss or damage caused by an object, including another automobile, striking the automobile when the automobile is not in use or operation, 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 3;

SUBSECTION 4 – 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, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water;

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under any subsection of Section C except loss or damage caused by fire or lightning or theft of the entire automobile covered by such 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 amount deductible, if any, stated in the applicable subsection of Section C of Item 4 of the application.

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 trailers;

(f) to electronic accessories or electronic equipment, including radios, tape players/decks, stereo players/decks, compact disc players, DVD players, DVD screens, speakers, two-way radios, CB radios, ham radios, VHF radios, televisions, facsimile machines, electronic navigation assistance, positioning and location finding devices and items of a similar nature, when such electronic accessories and electronic equipment are detached from the automobile;

(g) to telephones or computers:

(h) where the insured drives or operates the automobile

(i) while under the influence of alcohol 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 the insured is convicted of an offence under section 320.14 of the *Criminal Code* (Canada) or under or in connection with circumstances for which the insured is convicted of an offence under section 320.15 of the *Criminal Code* (Canada);

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

(2) under subsections 3 (Comprehensive), 4 (Specified Perils) only, for loss or damage caused by theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not.

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

ADDITIONAL AGREEMENTS OF INSURER

(1) 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 to any person

(1) having such care, custody or control in the course of the business of selling, repairing, maintaining, servicing, storing or parking automobiles, or

(2) 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) (h) of the Exclusions to Section C of this policy;

(c) to indemnify the Insured and any other person who personally drives a temporary substitute automobile as defined in the General Provisions of this Policy against the liability imposed by law or assumed by the Insured or such other person under any contract or agreement for direct and accidental physical loss or damage to such automobile and arising from the care, custody and control thereof; provided always that:

(i) such indemnity is subject to the deductible clause and exclusions of each such subsection;

(ii) if the owner of such automobile has or places insurance against any peril insured by this section, the indemnity provided herein shall be limited to the sum by which the deductible amount, if any, of such other insurance exceeds the deductible amount stated in the applicable subsection of this Policy;

(iii) the Additional Agreements under Section A of this Policy shall insofar as they are applicable, extend to the indemnity provided herein.

(2) Loss of Use by Theft – Where indemnity is provided under subsections 1, 3 or 4 of Section C hereof the Insurer further agrees, following a theft of the entire automobile covered thereby, to reimburse the Insured for expense not exceeding $25 for any one day nor totalling more than $750 incurred for the rental of a substitute automobile including taxicabs and public means of transportation.

Reimbursement is limited to such expense incurred during the period commencing seventy-two hours after such theft has been reported to the Insurer or the police and terminating, regardless of the expiration of the policy period, (a) upon the date of the completion of repairs to or the replacement of the property lost or damaged, or (b) upon such earlier date as the Insurer makes or tenders settlement for the loss or damage caused by such theft.

GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

1. TERRITORY

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

2. OCCUPANT DEFINED

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

3. CONSENT OF OWNER

No person shall be entitled to indemnity or payment under this Policy who is an occupant of any automobile which is being used without the consent of the owner thereof.

4. GARAGE PERSONNEL 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 in the course of that business or while so engaged is an occupant of the described automobile or a newly acquired automobile as defined in this Policy, unless the person is the owner of such automobile or the owner's employee or partner.

5. AUTOMOBILE DEFINED

In this Policy except where stated to the contrary the words "the automobile" mean:

Under sections A (Third Party Liability), B (Accident Benefits), C (Loss of or Damage to Insured Automobile)

(a) The Described Automobile – an automobile, trailer or semi-trailer specifically described in the Policy or within the description of insured automobiles set forth therein;

(b) A Newly Acquired Automobile – an automobile, ownership of which is acquired by the insured and, within fourteen days following the date of its delivery to the insured, notified to the Insurer in respect of which the insured has no other valid insurance, if either it replaces an automobile described in the application or the Insurer insures (in respect of the section or subsection of the Insuring Agreements under which claim is made) all automobiles owned by the lnsured at such delivery date and in respect of which the Insured pays any additional premium required; provided however, that insurance hereunder shall not apply if the Insured is engaged in the business of selling automobiles;

and under Sections A (Third Party Liability) and B (Accident Benefits) only

(c) A Temporary Substitute Automobile – an automobile not owned by the Insured, nor by any person or persons residing in the same dwelling premises as the Insured, while temporarily used as the substitute for the described automobile which is not in use by any person insured by this Policy, because of its breakdown, repair, servicing, loss, destruction or sale;

(d) Any automobile of the private passenger type, other than the described automobile, while personally driven by the Insured, or by the Insured's spouse/adult interdependent partner if residing in the same dwelling premises as the Insured provided that

(i) the described automobile is of the private passenger type;

(ii) the Insured is an individual or are spouses/adult interdependent partners;

(iii) neither the Insured nor the Insured's spouse/adult interdependent partner is driving such automobile in connection with the business of selling, repairing, maintaining, servicing, storing or parking automobiles;

(iv) 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;

(v) 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;

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

(e) If the Insured is a corporation, unincorporated association or registered co-partnership, any automobile of the private passenger type, other than the described automobile, while personally driven by the employee or partner for whose regular use the described automobile is furnished, or by the employee's or partner's spouse/adult interdependent partner if residing in the same dwelling premises as such employee or partner, provided that

(i) neither such employee or partner or the employee's or partner's spouse/adult interdependent partner is the owner of an automobile of the private passenger type;

(ii) the described automobile is of the private passenger type;

(iii) neither such employee, partner or spouse/adult interdependent partner is driving the automobile in connection with the business of selling, repairing, maintaining, servicing, storing or parking automobiles;

(iv) such other automobile is not owned, hired or leased or regularly or frequently used by the Insured or such employee or by any partner of the Insured or by any persons residing in the same dwelling premises as any of the aforementioned persons;

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

(f) Trailers – any trailer used in connection with the automobile.

6. TWO OR MORE AUTOMOBILES

(a) When two or more automobiles are described hereunder (i) with respect to the use or operation of such described automobiles, each automobile shall be deemed to be insured under a separate policy; (ii) with respect to the use or operation of an automobile not owned by the Insured, the limit of the Insurer's liability shall not exceed the highest limit applicable to any one described automobile;

(b) When the Insured owns two or more automobiles which are insured as described automobiles under two or more automobile insurance policies, the limit of the Insurer under this Policy with respect to the use or operation of an automobile not owned by the Insured shall not exceed the proportion that the highest limit applicable to any one automobile described in this Policy bears to the sum of the highest limits applicable under each policy and in no event shall exceed such proportion of the highest limit applicable to any one automobile under any policy;

(c) A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be one automobile with respect to the limit(s) of liability under insuring Agreements A and B and separate automobiles with respect to the limit(s) of liability, including deductible provisions, under Insuring Agreement C.

7. WAR RISKS EXCLUDED

The Insurer shall not be liable under Section B or C 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.

8. 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 person, but does not include the use by an employee of the employer's automobile in the business of the employee's employer for which the employee is paid;

(b) the automobile is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental to those purposes. “Radioactive material” means

(i) spent nuclear fuel rods that have been exposed to radiation in a nuclear reactor,

(ii) radioactive waste material,

(iii) unused enriched nuclear fuel rods, or

(iv) any other radioactive material of such quantity and quality as to be harmful to persons or property if its container were destroyed or damaged;

(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 the carrying of passengers for compensation or hire:

(i) the use by the insured of the insured’s automobile for the carriage of another person in return for the insured’s carriage in the automobile of the other person.

(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 insured’s automobile for the carriage of a temporary or permanent domestic servant of the insured or the insured’s spouse/adult interdependent partner;

(iv) the occasional and infrequent use by the insured of the automobile for the transportation of children to or from activities conducted as part of an educational program,

(v) the use by an insured of the automobile for the carriage of a client or customer or prospective client or customer.

9. LIMITATION OF ACTIONS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

STATUTORY CONDITIONS

In these Statutory Conditions, unless the context otherwise requires, “insured” means a person insured by the contract whether named in the contract or not.

(i) Statutory Condition 3 does not apply when the contract does not insure against liability for loss or damage to persons and property;

(ii) Statutory Condition 4 does not apply when the contract does not insure against loss of or damage to the automobile; and

(iii) Statutory Conditions 2, 3, 4, 5, 6 and 7 shall not apply to Section B - Accident Benefits.

Material Change in Risk

1. (1) The insured named in this contract must promptly notify the insurer or its agent in writing, of any change in the risk material to the contract and within the insured's knowledge.

(2) Without restricting the generality of subparagraph (1) of this condition, "change in the risk material to the contract" includes

(a) any change in the insurable interest of the insured named in the 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

(b) in respect to insurance against loss of or damage to the automobile,

(i) any mortgage, lien or encumbrance affecting the automobile after the application for the contract, and

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

Prohibited Use by Insured

2. (1) The insured must not drive or operate the automobile

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

(b) while the insured's licence to drive or operate an automobile is suspended or while the insured's right to obtain a licence is suspended or while the insured is prohibited under order of any court from driving or operating an automobile,

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

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

(e) in any race or speed test.

Prohibited Use by Others

(2) The insured must not permit or allow 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 any other age prescribed by the law of the province in which the person resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the person,

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

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

(d) in any race or speed test.

Requirements Where Loss or Damage to Persons or Property

3. (1) The insured must

(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 the contract, and

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

(2) The insured must not

(a) voluntarily assume any liability or settle any claim except at the insured's own cost, or

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

(3) The insured must, whenever requested by the insurer, aid in securing information and evidence and the attendance of any witness, and must 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.

Requirements Where Loss or Damage to the Automobile

4. (1) When loss of or damage to the automobile occurs, the insured must, if the loss or damage is covered by the contract,

(a) promptly give notice of the loss or damage in writing to the insurer with 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 the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the automobile, the encumbrances on the automobile, 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 subparagraph (1) of this condition is not recoverable under the contract.

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

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

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

Examination of Insured

(4) The insured must submit to examination under oath and must produce for examination at any reasonable place and time designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured must permit extracts and copies of the documents to be made.

Insurer Liable for Cash Value of Automobile

(5) The insurer is not liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage must be ascertained or estimated according to that actual cash value with proper deductions for depreciation, however caused, and must not exceed the amount that it would cost to repair or replace the automobile, or any part of the automobile, with material of similar kind and quality, but if any part of the automobile is obsolete and unavailable, the liability of the insurer in respect of the automobile is 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 a dispute resolution process has been initiated, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of similar 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 must be no abandonment of the automobile to the insurer without the insurer's consent.

(8) If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, vests in the insurer.

In Case of Disagreement

(9) 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 of the loss or damage, those questions must be determined by a dispute resolution process as provided under the *Insurance Act* before there can be recovery under the contract, whether the right to recover under the contract is disputed or not, and independently of all other questions.

(10) There is no right to a dispute resolution process until

(a) a specific demand for it is made in writing, and

(b) the proof of loss has been delivered.

Inspection of Automobile

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

Time and Manner of Payment of Insurance Money

6. (1) The insurer must pay the insurance money for which it is liable under the contract within 60 days after the proof of loss has been received by it or, where a dispute resolution process is conducted under Statutory Condition 4(9), within 15 days after the decision is rendered.

When Action May Be Brought

(2) The insured may not bring an action to recover the amount of a claim under the contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as provided for under Statutory Conditions 3 and 4 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.

Who May Give Notice and Proofs of Claim

7. Notice of claim may be given and proofs of claim may be made by the agent of the insured named in this contract in the 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.

Termination

8. (1) The contract may be terminated

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

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

(2) If the contract is terminated by the insurer,

(a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event, may the prorated premium for the expired time be less than any minimum retained premium specified, and

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

(3) If the contract is terminated by the insured, the insurer must 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 may the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(4) The 15-day period referred to in subparagraph 1(a) of this condition starts to run on the day the recorded letter or notification of it is delivered to the insured's postal address.

Notice

9. (1) Any written notice to the insurer may be delivered at, or sent by recorded mail to, the chief agency or head office of the insurer in the province.

(2) Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by recorded mail addressed to the insured at the insured's latest postal address as notified to the insurer.

(3) In this condition, "recorded" means recorded in or outside Canada.

Driver's Automobile Policy
S.P.F. No. 2

This form is approved by Alberta's Superintendent of Insurance effective May 1, 2021.

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**

SECTION A – THIRD PARTY LIABILITY

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of a non-owned automobile as defined in this policy with the consent of the owner thereof and resulting from

BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY

The Insurer shall not be liable under this section,

(a) for any liability imposed by any worker's compensation law upon the Insured; or

(b) -deleted

(c) for loss or damage resulting from bodily injury to or the death of any employee of the Insured while engaged in the operation or repair of the automobile; or

(d) for loss or damage to property carried in or upon the automobile or to any property owned or rented by, or in the care, custody or control of the Insured, or

(e) for any amount in excess of the limit(s) stated in section A of item 4 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) relating to the nuclear energy hazard; or

(f) 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

The Insurer shall,

(1) upon receipt of notice of loss or damage caused to persons or properly, serve the Insured by such Investigation thereof, or by such negotiations with the claimant,

or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and

(2) defend in the name and on behalf of the Insured and at the cost of the Insurer any civil action which may at any time be brought against the Insured on account of such loss or damage to persons or property; and

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

(4) in case injury be to a person, reimburse the Insured for outlay for such medical aid as may be immediately necessary at the time of such injury; and

(5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if the limit(s) is higher than the limit(s) stated in section A of item 4 of the application; and

(6) not set up any defense 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

The Insured

(a) by the acceptance of this Policy, constitutes and appoints the Insurer as the Insured's 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 use or operation of the automobile;

(b) 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.

GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

1. TERRITORY

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

2. OCCUPANT DEFINED

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

3. NON-OWNED AUTOMOBILE DEFINED

a. In this Policy the words “a non-owned automobile” mean any automobile, including its equipment, other than an automobile owned by or registered in the name of the insured, while the insured is personally in control of such automobile as driver or occupant or which is not in operation but is in the personal care, custody or control of the insured.

b. The word “automobile” as used herein includes a trailer or semi-trailer, but a motor vehicle and trailer(s) or semi-trailer(s) attached thereto shall be held to be one automobile as respects limits under the Insuring Agreements.

4. LIMITATION OF ACTIONS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

STATUTORY CONDITIONS

In these Statutory Conditions, unless the context otherwise requires, “insured” means a person insured by the contract whether named in the contract or not.

(i) Statutory Condition 3 does not apply when the contract does not insure against liability for loss or damage to persons and property;

(ii) Statutory Condition 4 does not apply when the contract does not insure against loss of or damage to the automobile.

Material Change in Risk

1. (1) The insured named in this contract must promptly notify the insurer or its agent in writing, of any change in the risk material to the contract and within the insured’s knowledge.

(2) Without restricting the generality of subparagraph (1) of this condition, “change in the risk material to the contract” includes

(a) any change in the insurable interest of the insured named in the 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

(b) in respect to insurance against loss of or damage to the automobile,

(i) any mortgage, lien or encumbrance affecting the automobile after the application for the contract, and

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

Prohibited Use by Insured

2. (1) The insured must not drive or operate the automobile

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

(b) while the insured's licence to drive or operate an automobile is suspended or while the insured's right to obtain a licence is suspended or while the insured is prohibited under order of any court from driving or operating an automobile,

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

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

(e) in any race or speed test.

Prohibited Use by Others

(2) The insured must not permit or allow 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 any other age prescribed by the law of the province in which the person resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the person,

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

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

(d) in any race or speed test.

Requirements Where Loss or Damage to Persons or Property

3. (1) The insured must

(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 the contract, and

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

(2) The insured must not

(a) voluntarily assume any liability or settle any claim except at the insured's own cost, or

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

(3) The insured must, whenever requested by the insurer, aid in securing information and evidence and the attendance of any witness, and must 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.

Requirements Where Loss or Damage to the Automobile

4. (1) When loss of or damage to the automobile occurs, the insured must, if the loss or damage is covered by the contract,

(a) promptly give notice of the loss or damage in writing to the insurer with 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 the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the automobile, the encumbrances on the automobile, 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 subparagraph (1) of this condition is not recoverable under the contract.

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

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

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

Examination of Insured

(4) The insured must submit to examination under oath and must produce for examination at any reasonable place and time designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured must permit extracts and copies of the documents to be made.

Insurer Liable for Cash Value of Automobile

(5) The insurer is not liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage must be ascertained or estimated according to that actual cash value with proper deductions for depreciation, however caused, and must not exceed the amount that it would cost to repair or replace the automobile, or any part of the automobile, with material of similar kind and quality, but if any part of the automobile is obsolete and unavailable, the liability of the insurer in respect of the automobile is 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 a dispute resolution process has been initiated, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of similar 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 must be no abandonment of the automobile to the insurer without the insurer's consent.

(8) If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, vests in the insurer.

In Case of Disagreement

(9) 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 of the loss or damage, those questions must be determined by a dispute resolution process as provided under the *Insurance Act* before there can be recovery under the contract, whether the right to recover under the contract is disputed or not, and independently of all other questions.

(10) There is no right to a dispute resolution process until

(a) a specific demand for it is made in writing, and

(b) the proof of loss has been delivered.

Inspection of Automobile

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

Time and Manner of Payment of Insurance Money

6. (1) The insurer must pay the insurance money for which it is liable under the contract within 60 days after the proof of loss has been received by it or, where a dispute resolution process is conducted under Statutory Condition 4(9), within 15 days after the decision is rendered.

When Action May Be Brought

(2) The insured may not bring an action to recover the amount of a claim under the contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as provided for under Statutory Conditions 3 and 4 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.

Who May Give Notice and Proofs of Claim

7. Notice of claim may be given and proofs of claim may be made by the agent of the insured named in this contract in the 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.

Termination

8. (1) The contract may be terminated

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

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

(2) If the contract is terminated by the insurer,

(a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event, may the prorated premium for the expired time be less than any minimum retained premium specified, and

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

(3) If the contract is terminated by the insured, the insurer must 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 may the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(4) The 15-day period referred to in subparagraph 1(a) of this condition starts to run on the day the recorded letter or notification of it is delivered to the insured's postal address.

Notice

9. (1) Any written notice to the insurer may be delivered at, or sent by recorded mail to, the chief agency or head office of the insurer in the province.

(2) Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by recorded mail addressed to the insured at the insured's latest postal address as notified to the insurer.

(3) In this condition, "recorded" means recorded in or outside Canada.

Garage Automobile Policy
S.P.F. No. 4

This form is approved by Alberta's Superintendent of Insurance effective May 1, 2021.

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.

BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY

The Insurer shall not be liable under this Section:

(a) for any liability imposed on any person insured by this Section

  (1) by any worker'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) 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 as the insured person's irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the insured person 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

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, including any medically necessary equipment, home modifications or vehicle modifications, 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 $1000 per person;

(b) expenses payable in respect of massage therapy services provided under provision (1)(b) are limited to $350;

(c) expenses payable in respect of acupuncture services provided under provision (1)(b) are limited to $350.

(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 I – Death, Grief Counselling and Funeral Benefits

Subject to the provisions of this Part I, 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:

Age of Deceased at Date of Accident	**Status of Deceased at Date of Accident**		
	Head of Household	Spouse/Adult Interdependent Partner	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 $6 150 in respect of the death of any one person.

In addition, grief counselling expenses up to the amount of $500 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 $4000 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 the head of household 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 the insured person from performing any and every duty pertaining to the insured person's 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) $600 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 the insured person's household duties shall, while so incapacitated, receive $200 per week for not more than 104 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 $600 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,

(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 person 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 the person’s 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 that person's 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

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

(b) the insured person or someone on the insured person's 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 the insured person's 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 the insured person's 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 the insured person's 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, the insured's 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 the named insured's 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 the employee's or partner's 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 the employee's or partner's 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 the employee's or partner's 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 worker'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 320.14 of the *Criminal Code* (Canada) 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 the person; 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 $750 per person;

(B) physical therapy services, up to $750 per person;

(C) occupational therapy services, up to $750 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 B must be commenced not later than two years 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.

SECTION C – LOSS OF OR DAMAGE TO OWNED AUTOMOBILE

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 by upset;

The words “another object” as used in this subsection 2 include (a) a vehicle to which the automobile is attached or upon which it being transported and (b) the surface of the ground and any object therein or thereon excluding a live undomesticated animal. Loss or damage caused by an object, including another automobile, striking the automobile when the automobile is not in use or operation, 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, 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;

(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 the insured's 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 electronic accessories or electronic equipment, including radios, tape players/decks, stereo players/decks, compact disc players, DVD players, DVD screens, speakers, two-way radios, CB radios, ham radios, VHF radios, televisions, facsimile machines, electronic navigation assistance, positioning and location finding devices and items of a similar nature, when such electronic accessories and electronic equipment are detached from the automobile;

(g) to telephones or computers;

(h) where the insured drives or operates the automobile

(i) while under the influence of alcohol 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 the insured is convicted of an offence under section 320.14 of the *Criminal Code* (Canada) or under or in connection with circumstances for which the insured is convicted of an offence under section 320.15 of the *Criminal Code* (Canada);

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

(j) 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

(1) 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) (h) 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.

LIMIT 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;

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

(iii) loss of 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.

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

(b) The advance premiums referred to in (a) 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.

(c) 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:

(a) **BUSINESS USE** 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;

(b) **DRIVING OTHER AUTOMOBILES** 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 type, provided that

(i) neither such partner or employee or the partner or employee's spouse/adult interdependent partner or the spouse/adult interdependent partner of the insured is the owner of an automobile of the private passenger 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 and automobile the ownership, operation or use of which is excluded in the General Provisions, Definitions, Exclusions or Statutory Conditions of this policy;

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 the employee's automobile on the business of the employee's employer and for which the employee 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 exceeding 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 the Insured's 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 RISK 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.

15. LIMITATION OF ACTIONS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

STATUTORY CONDITIONS

In these Statutory Conditions, unless the context otherwise requires, “insured” means a person insured by the contract whether named in the contract or not.

(i) Statutory Condition 3 does not apply when the contract does not insure against liability for loss or damage to persons and property;

(ii) Statutory Condition 4 does not apply when the contract does not insure against loss of or damage to the automobile; and

(iii) Statutory Conditions 2, 3, 4, 5, 6 and 7 shall not apply to Section B - Accident Benefits.

Material Change in Risk

1. (1) The insured named in this contract must promptly notify the insurer or its agent in writing, of any change in the risk material to the contract and within the insured's knowledge.

(2) Without restricting the generality of subparagraph (1) of this condition, "change in the risk material to the contract" includes

(a) any change in the insurable interest of the insured named in the 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

(b) in respect to insurance against loss of or damage to the automobile,

(i) any mortgage, lien or encumbrance affecting the automobile after the application for the contract, and

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

Prohibited Use by Insured

2. (1) The insured must not drive or operate the automobile

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

(b) while the insured's licence to drive or operate an automobile is suspended or while the insured's right to obtain a licence is suspended or while the insured is prohibited under order of any court from driving or operating an automobile,

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

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

(e) in any race or speed test.

Prohibited Use by Others

(2) The insured must not permit or allow 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 any other age prescribed by the law of the province in which the person resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the person,

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

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

(d) in any race or speed test.

Requirements Where Loss or Damage to Persons or Property

3. (1) The insured must

(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 the contract, and

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

(2) The insured must not

(a) voluntarily assume any liability or settle any claim except at the insured’s own cost, or

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

(3) The insured must, whenever requested by the insurer, aid in securing information and evidence and the attendance of any witness, and must 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.

Requirements Where Loss or Damage to the Automobile

4. (1) When loss of or damage to the automobile occurs, the insured must, if the loss or damage is covered by the contract,

(a) promptly give notice of the loss or damage in writing to the insurer with 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 the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the automobile, the encumbrances on the automobile, 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 subparagraph (1) of this condition is not recoverable under the contract.

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

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

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

Examination of Insured

(4) The insured must submit to examination under oath and must produce for examination at any reasonable place and time designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured must permit extracts and copies of the documents to be made.

Insurer Liable for Cash Value of Automobile

(5) The insurer is not liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage must be ascertained or estimated according to that actual cash value with proper deductions for depreciation, however caused, and must not exceed the amount that it would cost to repair or replace the automobile, or any part of the automobile, with material of similar kind and quality, but if any part of the automobile is obsolete and unavailable, the liability of the insurer in respect of the automobile is 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 a dispute resolution process has been initiated, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of similar 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 must be no abandonment of the automobile to the insurer without the insurer’s consent.

(8) If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, vests in the insurer.

In Case of Disagreement

(9) 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 of the loss or damage, those questions must be determined by a dispute resolution process as provided under the Insurance Act before there can be recovery under the contract, whether the right to recover under the contract is disputed or not, and independently of all other questions.

(10) There is no right to a dispute resolution process until

(a) a specific demand for it is made in writing, and

(b) the proof of loss has been delivered.

Inspection of Automobile

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

Time and Manner of Payment of Insurance Money

6. (1) The insurer must pay the insurance money for which it is liable under the contract within 60 days after the proof of loss has been received by it or, where a dispute resolution process is conducted under Statutory Condition 4(9), within 15 days after the decision is rendered.

When Action May Be Brought

(2) The insured may not bring an action to recover the amount of a claim under the contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as provided for under Statutory Conditions 3 and 4 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.

Who May Give Notice and Proofs of Claim

7. Notice of claim may be given and proofs of claim may be made by the agent of the insured named in this contract in the 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.

Termination

8. (1) The contract may be terminated

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

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

(2) If the contract is terminated by the insurer,

(a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event, may the prorated premium for the expired time be less than any minimum retained premium specified, and

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

(3) If the contract is terminated by the insured, the insurer must 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 may the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(4) The 15-day period referred to in subparagraph 1(a) of this condition starts to run on the day the recorded letter or notification of it is delivered to the insured's postal address.

Notice

9. (1) Any written notice to the insurer may be delivered at, or sent by recorded mail to, the chief agency or head office of the insurer in the province.

(2) Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by recorded mail addressed to the insured at the insured's latest postal address as notified to the insurer.

(3) In this condition, "recorded" means recorded in or outside Canada.

Non-Owned Automobile Policy
S.P.F. No. 6

This form is approved by Alberta's Superintendent of Insurance effective May 1, 2021.

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**

SECTION A – THIRD PARTY LIABILITY

The Insurer agrees 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 automobile not owned in whole or in part by or licensed in the name of the Insured, and resulting from

BODILY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED:

Provided always the Insurer shall not be liable under this policy:

(a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or

(b) for any liability imposed upon any person insured by this policy:

  1) by any worker's compensation law; or

  2) by any law for bodily injury to or the death of the insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or

(c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement; or

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

(e) for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this policy; subject always to the provisions of the section of the *Insurance Act* (Automobile Insurance Part) relating to the nuclear energy hazard.

See also General Provisions, Definitions and Statutory Conditions of this Policy

ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this Policy the Insurer shall,

(1) upon receipt of notice of loss or damage caused to persons or property, serve any person insured by this Policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and

(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 which may at any time be brought against such person on account of such loss or damage to persons or property; 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; and

(4) in case the injury be to a person, reimburse any person insured by this Policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and

(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 7 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:

(a) by the acceptance of this Policy, constitutes and appoints the Insurer as the insured person's irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the insured person arising out of the use or operation of an automobile with respect to which insurance coverage is provided hereunder;

(b) 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.

GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSUREDS

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives

(a) in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of

(i) the Insured, or

(ii) such additional insured person, or

(iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or

(b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional insured person.

2. TERRITORY

This Policy applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries.

3. HIRED AUTOMOBILES DEFINED

The term "Hired Automobiles" as used in this policy means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED

The term "Automobiles Operated under Contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in Item 3 of the application where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

5. TWO OR MORE AUTOMOBILES

When two or more automobiles are insured hereunder the terms of this policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under Section A.

6. PREMIUM ADJUSTMENT

The Advance Premium stated in Item 5 of the application is computed on the estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured.

The Advance Premium stated in Item 6 of the application is computed on the estimated total “contract cost” for the Policy Period. The words “contract cost” as used herein mean the entire amount paid by the Insured for “Automobiles Operated under Contract” to the owners thereof.

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this policy.

7. LIMITATION OF ACTIONS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

STATUTORY CONDITIONS

In these Statutory Conditions, unless the context otherwise requires, “insured” means a person insured by the contract whether named in the contract or not.

(i) Statutory Condition 3 does not apply when the contract does not insure against liability for loss or damage to persons and property;

(ii) Statutory Condition 4 does not apply when the contract does not insure against loss of or damage to the automobile.

Material Change in Risk

1. (1) The insured named in this contract must promptly notify the insurer or its agent in writing, of any change in the risk material to the contract and within the insured’s knowledge.

(2) Without restricting the generality of subparagraph (1) of this condition, “change in the risk material to the contract” includes

(a) any change in the insurable interest of the insured named in the 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

(b) in respect to insurance against loss of or damage to the automobile,

(i) any mortgage, lien or encumbrance affecting the automobile after the application for the contract, and

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

Prohibited Use by Insured

2. (1) The insured must not drive or operate the automobile

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

(b) while the insured's licence to drive or operate an automobile is suspended or while the insured's right to obtain a licence is suspended or while the insured is prohibited under order of any court from driving or operating an automobile,

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

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

(e) in any race or speed test.

Prohibited Use by Others

(2) The insured must not permit or allow 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 any other age prescribed by the law of the province in which the person resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the person,

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

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

(d) in any race or speed test.

Requirements Where Loss or Damage to Persons or Property

3. (1) The insured must

(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 the contract, and

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

(2) The insured must not

(a) voluntarily assume any liability or settle any claim except at the insured's own cost, or

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

(3) The insured must, whenever requested by the insurer, aid in securing information and evidence and the attendance of any witness, and must 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.

Requirements Where Loss or Damage to the Automobile

4. (1) When loss of or damage to the automobile occurs, the insured must, if the loss or damage is covered by the contract,

(a) promptly give notice of the loss or damage in writing to the insurer with 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 the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the automobile, the encumbrances on the automobile, 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 subparagraph (1) of this condition is not recoverable under the contract.

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

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

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

Examination of Insured

(4) The insured must submit to examination under oath and must produce for examination at any reasonable place and time designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured must permit extracts and copies of the documents to be made.

Insurer Liable for Cash Value of Automobile

(5) The insurer is not liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage must be ascertained or estimated according to that actual cash value with proper deductions for depreciation, however caused, and must not exceed the amount that it would cost to repair or replace the automobile, or any part of the automobile, with material of similar kind and quality, but if any part of the automobile is obsolete and unavailable, the liability of the insurer in respect of the automobile is 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 a dispute resolution process has been initiated, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of similar 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 must be no abandonment of the automobile to the insurer without the insurer's consent.

(8) If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, vests in the insurer.

In Case of Disagreement

(9) 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 of the loss or damage, those questions must be determined by a dispute resolution process as provided under the *Insurance Act* before there can be recovery under

the contract, whether the right to recover under the contract is disputed or not, and independently of all other questions.

(10) There is no right to a dispute resolution process until

(a) a specific demand for it is made in writing, and

(b) the proof of loss has been delivered.

Inspection of Automobile

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

Time and Manner of Payment of Insurance Money

6. (1) The insurer must pay the insurance money for which it is liable under the contract within 60 days after the proof of loss has been received by it or, where a dispute resolution process is conducted under Statutory Condition 4(9), within 15 days after the decision is rendered.

When Action May Be Brought

(2) The insured may not bring an action to recover the amount of a claim under the contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as provided for under Statutory Conditions 3 and 4 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.

Who May Give Notice and Proofs of Claim

7. Notice of claim may be given and proofs of claim may be made by the agent of the insured named in this contract in the 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.

Termination

8. (1) The contract may be terminated

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

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

(2) If the contract is terminated by the insurer,

(a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event, may the prorated premium for the expired time be less than any minimum retained premium specified, and

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

(3) If the contract is terminated by the insured, the insurer must 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 may the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(4) The 15-day period referred to in subparagraph 1(a) of this condition starts to run on the day the recorded letter or notification of it is delivered to the insured's postal address.

Notice

9. (1) Any written notice to the insurer may be delivered at, or sent by recorded mail to, the chief agency or head office of the insurer in the province.

(2) Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by recorded mail addressed to the insured at the insured's latest postal address as notified to the insurer.

(3) In this condition, "recorded" means recorded in or outside Canada.

Excess Third Party Liability Automobile Policy
S.P.F. No. 7

This form is approved by Alberta's Superintendent of Insurance effective May 1, 2021.

INSURING AGREEMENTS

In consideration of the payment of the premium specified and of the statements contained in the application and **subject to the limits, special provisions, definitions and conditions herein stated** and subject, insofar as applicable, to the terms, conditions, general provisions, definitions and exclusions set forth in the first loss policy described in Item 5 of the application, which said terms, conditions, general provisions, definitions and exclusions are by reference incorporated herein, the Excess Insurer agrees to indemnify the Insured under the first loss motor vehicle liability insurance against liability imposed by law upon the Insured for an amount or amounts in excess of the limit(s) of the first loss insurance and the underlying excess insurance for loss or damage arising from the ownership, use or operation of the automobile(s) covered under such first loss insurance and the underlying excess insurance resulting from Bodily Injury to or Death of any Person or Damage to Property.

SPECIAL PROVISIONS AND DEFINITIONS

1. The Excess Insurer's ultimate net loss liability shall not exceed the limit stated in Item 4 of the application in excess of the limit(s) of the first loss policy, and the underlying excess policy(ies) stated in Item 5 thereof, or such amount as the first loss insurer and the underlying excess insurer shall be liable to pay under statute, whichever is the greater.

2. The words "ultimate net loss" used in this Policy mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances excepting the first loss and underlying policy(ies) and shall exclude all expenses and costs.

3. The word "costs" used in this Policy means interest accruing after entry of a judgment upon the part of the judgment which is within the limit of the Excess Insurer's liability, investigation, adjustment and legal expenses, excluding, however, all office expenses of the Insured, all expenses of salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured.

4. The Excess Insurer agrees to pay costs incurred by or on behalf of the Insured where these costs are not covered by the first loss or underlying excess policy(ies), on the following basis:

   (a) should any claim or claims become adjustable prior to the commencement of trial for not more than the first loss and underlying excess policy limit(s) then no costs shall be payable by the Excess Insurer;

   (b) should, however, the amount for which said claim or claims may be so adjustable exceed the first loss and underlying excess policy(ies) limit(s), then the Excess Insurer shall contribute to the costs incurred on behalf of the Insured in the ratio that the Excess Insurer's proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss;

   (c) in the event that the Insured or the Insurer under the first loss policy elects not to appeal a judgment in excess of the limit(s) of the first loss and underlying and excess policy(ies) the Excess Insurer may elect to conduct such appeal and shall be liable for the taxable costs and interest incidental thereto; but in no event shall the total liability of the Excess Insurer exceed the limit of liability stated in Item 4 of the application, plus the expense of such appeal.

5. All recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Excess Insurer, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not payable until the Insured's ultimate net loss has finally been ascertained.

6. Liability to pay under this Policy shall not attach unless and until the first loss and underlying excess insurer(s) shall have admitted liability for the first loss and underlying excess limit(s) or unless and until the Insured has by final judgment been adjudged to pay an amount which exceeds such first loss and underlying excess limit(s) and then only after first loss and underlying excess insurer(s) has/have paid or has/have been held liable to pay the full amount of the first loss and underlying excess limit(s).

7. Neither the inclusion of more than one entity in the name of the Insured nor the addition of any additional Insureds under this Policy shall in any way operate to increase the limit of liability set forth in Item 4 of the application.

8. Notwithstanding Statutory Condition 3(1) contained in the first loss policy the Insured is only required to give the Excess Insurer notice of any accident if the claim or claims possibly arising therefrom appear likely to exceed the first loss insurance, in which case immediate written notice thereof must be given to the person or firm mentioned in Item 7 of the application.

9. Limitation of Actions - Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

Lessor's Contingent Automobile Policy
S.P.F. No. 8

This form is approved by Alberta's Superintendent of Insurance effective May 1, 2021.

INSURING AGREEMENTS

(1) In consideration of the payment of the premium specified and of the statements contained in the application and provided the insured has complied with the Agreements of Insured, the Insurer agrees to indemnify the insured in respect of loss or damage incurred by the insured, as a direct result of a lessee's failure to effect or maintain the automobile insurance required by the lease contract, in accordance with the Standard Owner's Automobile Policy (S.P.F. 1) and the limit(s) and amount(s) specified in the section(s) and subsection(s) of Item 5 of this Policy.

(2) Where a lessee without the consent of the insured has obtained insurance for limits and amounts less than those specified in the lease contract, the Insurer's liability hereunder shall not exceed the difference between the insurance obtained by the lessee and the limits and amounts of this Policy.

(3) Where the limits and amounts specified in a lease contract are less than the limits and amounts specified in this Policy, the Insurer's liability hereunder is the lesser of such limits and amounts.

(4) The insurance provided by this Policy shall not contribute with any other collectible insurance respecting the loss or damage.

AGREEMENTS OF INSURED

(1) The insured warrants that a lessee's insurance undertaking is attached to and forms part of the lease contract for each leased automobile requiring the lessee to effect and maintain insurance in the name of the insured under a Standard Owner's Automobile Policy (S.P.F. 1), endorsed with permission to lease, for insurance coverage not less than that specified therein.

(2) The insured will not release an automobile to a lessee without satisfactory evidence that the lessee has complied with the lessee's insurance undertaking. Such evidence must include the name of the insurance company, the name of the agent or broker, and the policy number or a temporary financial responsibility card.

(3) The insured agrees to obtain written evidence of the insurance required by the lessee's insurance undertaking within 30 days of the date of delivery of the automobile to the lessee and to obtain written evidence of the renewal or replacement of such insurance within 15 days of the date of each subsequent expiry or termination of coverage.

(4) The insured further agrees, that if the requirements herein respecting written evidence of insurance are not met, to arrange for insurance in the required limits and amounts and that, if such insurance is not obtained, coverage under this Policy with respect to the automobile will cease 45 days after the date of delivery of the automobile to the lessee or 30 days after the expiry or termination date of the insurance for each automobile, respectively, without further notice.

(5) The insured shall maintain records of:

(i) lease contracts,

(ii) lessee's insurance undertakings, and

(iii) evidence of insurance furnished to the insured

with respect to all automobiles subject to this insurance. Such records shall be maintained during the Policy period and for three years thereafter.

GENERAL PROVISIONS

1. ADJUSTABLE PREMIUM COMPUTATION

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

(b) The advance premiums referred to in (a) 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 on 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.

(c) Upon termination of this Policy, the earned premium shall be computed on the basis of the actual number of automobiles so leased during the Policy period or on the method of rating described on the Premium Computation Statement.

2. 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.

3. LIMITATION OF ACTIONS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

STATUTORY CONDITIONS

In these Statutory Conditions, unless the context otherwise requires, "insured" means a person insured by the contract whether named in the contract or not.

(i) Statutory Condition 3 does not apply when the contract does not insure against liability for loss or damage to persons and property;

(ii) Statutory Condition 4 does not apply when the contract does not insure against loss of or damage to the automobile.

(iii) Statutory Conditions 2, 3, 4, 5, 6 and 7 shall not apply to Section B - Accident Benefits.

Material Change in Risk

1. (1) The insured named in this contract must promptly notify the insurer or its agent in writing, of any change in the risk material to the contract and within the insured's knowledge.

(2) Without restricting the generality of subparagraph (1) of this condition, "change in the risk material to the contract" includes

(a) any change in the insurable interest of the insured named in the 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

(b) in respect to insurance against loss of or damage to the automobile,

(i) any mortgage, lien or encumbrance affecting the automobile after the application for the contract, and

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

Prohibited Use by Insured

2. (1) The insured must not drive or operate the automobile

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

(b) while the insured's licence to drive or operate an automobile is suspended or while the insured's right to obtain a licence is suspended or while the insured is prohibited under order of any court from driving or operating an automobile,

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

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

(e) in any race or speed test.

Prohibited Use by Others

(2) The insured must not permit or allow 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 any other age prescribed by the law of the province in which the person resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the person,

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

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

(d) in any race or speed test.

Requirements Where Loss or Damage to Persons or Property

3. (1) The insured must

(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 the contract, and

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

(2) The insured must not

(a) voluntarily assume any liability or settle any claim except at the insured's own cost, or

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

(3) The insured must, whenever requested by the insurer, aid in securing information and evidence and the attendance of any witness, and must 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.

Requirements Where Loss or Damage to the Automobile

4. (1) When loss of or damage to the automobile occurs, the insured must, if the loss or damage is covered by the contract,

(a) promptly give notice of the loss or damage in writing to the insurer with 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 the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the automobile, the encumbrances on the automobile, 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 subparagraph (1) of this condition is not recoverable under the contract.

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

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

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

Examination of Insured

(4) The insured must submit to examination under oath and must produce for examination at any reasonable place and time designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured must permit extracts and copies of the documents to be made.

Insurer Liable for Cash Value of Automobile

(5) The insurer is not liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage must be ascertained or estimated according to that actual cash value with proper deductions for depreciation, however caused, and must not exceed the amount that it would cost to repair or replace the automobile, or any part of the automobile, with material of similar kind and quality, but if any part of the automobile is obsolete and unavailable, the liability of the insurer in respect of the automobile is 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 a dispute resolution process has been initiated, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of similar 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 must be no abandonment of the automobile to the insurer without the insurer's consent.

(8) If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, vests in the insurer.

In Case of Disagreement

(9) 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 of the loss or damage, those questions must be determined by a dispute resolution process as provided under the *Insurance Act* before there can be recovery under

the contract, whether the right to recover under the contract is disputed or not, and independently of all other questions.

(10) There is no right to a dispute resolution process until

(a) a specific demand for it is made in writing, and

(b) the proof of loss has been delivered.

Inspection of Automobile

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

Time and Manner of Payment of Insurance Money

6. (1) The insurer must pay the insurance money for which it is liable under the contract within 60 days after the proof of loss has been received by it or, where a dispute resolution process is conducted under Statutory Condition 4(9), within 15 days after the decision is rendered.

When Action May Be Brought

(2) The insured may not bring an action to recover the amount of a claim under the contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as provided for under Statutory Conditions 3 and 4 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.

Who May Give Notice and Proofs of Claim

7. Notice of claim may be given and proofs of claim may be made by the agent of the insured named in this contract in the 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.

Termination

8. (1) The contract may be terminated

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

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

(2) If the contract is terminated by the insurer,

(a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event, may the prorated premium for the expired time be less than any minimum retained premium specified, and

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

(3) If the contract is terminated by the insured, the insurer must 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 may the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(4) The 15-day period referred to in subparagraph 1(a) of this condition starts to run on the day the recorded letter or notification of it is delivered to the insured's postal address.

Notice

9. (1) Any written notice to the insurer may be delivered at, or sent by recorded mail to, the chief agency or head office of the insurer in the province.

(2) Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by recorded mail addressed to the insured at the insured's latest postal address as notified to the insurer.

(3) In this condition, "recorded" means recorded in or outside Canada.

Transportation Network Automobile Policy
S.P.F. No. 9

This form is approved by Alberta's Superintendent of Insurance effective May 1, 2021.

INSURING AGREEMENTS

The coverages provided by this policy are limited and they only apply to accidents that arise from the use or operation of the automobile as a transportation network automobile. Damages caused in any accident where the automobile is being used for a purpose other than as a transportation network automobile are not recoverable under this insurance policy.

In consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, definitions, exclusions stated in this policy and to the provisions of any endorsement attached to this policy

SECTION A – THIRD PARTY LIABILITY

The Insurer agrees to indemnify the insured against the liability imposed by law upon the insured for loss or damage arising from the use or operation of the automobile as a transportation network automobile and resulting from bodily injury to or the death of any person or damage to property.

For the purposes of this section, use or operation of the automobile as a transportation network automobile means:

(a) anytime a transportation network driver operating a transportation network automobile is logged onto a transportation network for the purposes of accepting requests for transportation services for compensation from prospective passenger(s); or

(b) anytime from the moment a transportation network driver operating a transportation network automobile has accepted a ride request through a transportation network, continuing while such transportation network driver is enroute to pick up prospective passenger(s) to provide transportation services for compensation, and ending when the first passenger enters the transportation network automobile or a trip is cancelled whichever is later; or

(c) anytime from the moment a transportation network driver operating a transportation network automobile has passenger(s) in a transportation network automobile, continuing while such passenger(s) are being transported for compensation, and ending when the last passenger departs from the transportation network automobile.

BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY

The insurer shall not be liable under this section,

(a) for any liability imposed by any workers' compensation law upon any person insured by this section; or

(b) for loss or damage resulting from bodily injury to or the death of any employee of any person insured by this section while engaged in the operation or repair of the automobile; or

(c) for loss or damage to any property owned or rented by any person insured by this Policy; or

(d) for any amount in excess of the limit(s) stated in section A of item 4 of the application and expenditures provided for in the Additional Agreements of this section; or

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

(f) for any liability resulting from use or operation of the automobile for any purpose other than as a transportation network automobile; or

(g) for any loss or damage resulting from bodily injury to or death of any person or loss or damage to property sustained while a transportation network driver operating a transportation network automobile is logged onto a transportation network for the purposes of accepting requests for transportation services for compensation from prospective passenger(s) but has not accepted a request to transport passenger(s) unless the insurer of an owner's policy issued to a transportation network driver or transportation network automobile owner has denied liability for the loss or damage. Where the insurer of an owner's policy issued to a transportation network driver or transportation network automobile owner has denied liability for the loss or damage, the insurer's liability is limited to $1,000,000 and the expenditures provided for in the Additional Agreements of this section.

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, serve any person insured by this Policy by an investigation and negotiations with the claimant and by settlement of any resulting claims that are expedient by the insurer; and

(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 which may at any time be brought against any person insured on account of such loss or damage to persons or property; 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; and

(4) in the case of an injury to a person, reimburse any person insured by this Policy for outlay for any medical aid as may be immediately necessary at the time; and

(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 this Policy; 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 acceptance of this policy, constitutes and appoints the Insurer as the insured person's irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the insured person arising out of the ownership, use or operation of the automobile as a transportation network 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 the Policy.

SECTION B – ACCIDENT BENEFITS

The Insurer agrees to pay the benefits outlined in this Section B 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 the automobile as a transportation network automobile.

The coverage for benefits under this Section B is primary until such time as the insurer of an owner's policy issued to a transportation network driver or transportation network automobile owner accepts liability for the benefits.

For the purposes of this section, use or operation of the automobile as a transportation network automobile means:

(a) anytime a transportation network driver operating a transportation network automobile is logged onto a transportation network for the purposes of accepting requests for transportation services for compensation from prospective passenger(s); or

(b) anytime from the moment a transportation network driver operating a transportation network automobile has accepted a ride request through a transportation network, continuing while such transportation network driver is enroute to pick up prospective passenger(s) to provide transportation services for compensation, and ending when the first passenger enters the transportation network automobile or a trip is cancelled whichever is later; or

(c) anytime from the moment a transportation network driver operating a transportation network automobile has passenger(s) in a transportation network automobile, continuing while such passenger(s) are being transported for compensation, and ending when the last passenger departs from the transportation network 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, including any medically necessary equipment, home modifications or vehicle modifications, 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 $1000 per person;

(b) expenses payable in respect of massage therapy services provided under provision (1)(b) are limited to $350;

(c) expenses payable in respect of acupuncture services provided under provision (1)(b) are limited to $350.

(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 I – Death, Grief Counselling and Funeral Benefits

Subject to the provisions of this Part I, 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:

Age of Deceased at Date of Accident	**Status of Deceased at Date of Accident**		
	Head of Household	Spouse/Adult Interdependent Partner	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 $6 150 in respect of the death of any one person.

In addition, grief counselling expenses up to the amount of $500 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 the head of household 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 the insured person from performing any and every duty pertaining to the insured person's 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) $600 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 the insured person's household duties shall, while so incapacitated, receive $200 per week for not more than 104 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 $600 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,

(a) “accident” means an event resulting in bodily injury caused by the use or operation of the automobile as a transportation network automobile;

(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 automobile which is being used or operated as a transportation network automobile at the time of the accident, or

(ii) while a pedestrian, is struck by the automobile or a newly acquired or temporary substitute automobile as defined in this policy, which is being used or operated as a transportation network automobile;

(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 person 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 the person’s 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 that person's 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

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

(b) the insured person or someone on the insured person's 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 the insured person's 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 the insured person's 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 the insured person's 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 automobile or of a newly acquired or temporary substitute automobile as defined in this policy and which is being used or operated as a transportation network automobile at the time of the accident;

(b) 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 automobile or a newly acquired or temporary substitute automobile as defined in the policy and which is being used or operated as a transportation network automobile at the time of the accident.

(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 worker'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 320.14 of the *Criminal Code* (Canada) occurring at the time of the accident, or

(ii) sustained by any person driving the automobile which is being used or operated as a transportation network 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 the person; or

(iii) sustained by any person driving the automobile which is being used or operated as a transportation network automobile who is not for the time being either authorised 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 $750 per person;

(B) physical therapy services, up to $750 per person;

(C) occupational therapy services, up to $750 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 the insured person's 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 B must be commenced not later than two years 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.

SECTION C – LOSS OF OR DAMAGE TO INSURED AUTOMOBILE

The insurer agrees to indemnify the Insured against direct and accidental loss of or damage to the automobile, including its equipment while the automobile is being used or operated as a transportation network automobile.

For the purposes of this section, use or operation of the automobile as a transportation network automobile means:

(a) anytime from the moment a transportation network driver operating a transportation network automobile has accepted a ride request through a transportation network, continuing while such transportation network driver is enroute to pick up prospective passenger(s) to provide transportation services for compensation, and ending when the first passenger enters the transportation network automobile or a trip is cancelled whichever is later; or

(b) anytime from the moment a transportation network driver operating a transportation network automobile has passenger(s) in a transportation network automobile, continuing while such passenger(s) are being transported for compensation, and ending when the last passenger departs from the transportation network automobile.

Insurance under this Section C is for those perils for which a premium is specified in item 4 of the application.

SUBSECTION 1 – ALL PERILS

from all perils;

SUBSECTION 2 – COLLISION OR UPSET

caused by collision with another object or by upset;

SUBSECTION 3 – COMPREHENSIVE

from any peril other than by collision with another object or by upset;

The words “another object” as used in this subsection 3 include (a) a vehicle to which the automobile, which is being used or operated as a transportation network automobile, is attached and (b) the surface of the ground and any object therein or thereon excluding a live undomesticated animal. 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 3;

SUBSECTION 4 – 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, derailment or collision of any conveyance in or upon which the automobile, which is being used or operated as a transportation network automobile, is being transported on land or water;

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under any subsection of Section C except loss or damage caused by fire or lightning or theft of the entire automobile, which is being used or operated as a transportation network automobile, covered by such 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 amount deductible, if any, stated in the applicable subsection of Section C of Item 4 of the application.

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 trailers;

(f) to electronic accessories or electronic equipment, including radios, tape players/decks, stereo players/decks, compact disc players, DVD players, DVD screens, speakers, two-way radios, CB radios, ham radios, VHF radios, televisions, facsimile machines, electronic navigation assistance, positioning and location finding devices and items of a similar nature, when such electronic accessories and electronic equipment are detached from the automobile;

(g) to telephones or computers;

(h) where the insured drives or operates the automobile

(i) while under the influence of alcohol 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 the insured is convicted of an offence under section 320.14 of the *Criminal Code* (Canada) or under or in connection with circumstances for which the insured is convicted of an offence under section 320.15 of the *Criminal Code* (Canada);

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

(2) under subsections 3 (Comprehensive), 4 (Specified Perils) only, for loss or damage caused by theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not.

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

ADDITIONAL AGREEMENTS OF INSURER

(1) 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 to any person

(1) having such care, custody or control in the course of the business of selling, repairing, maintaining, servicing, storing or parking automobiles, or

(2) 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) (h) of the Exclusions to Section C of this policy;

(c) to indemnify the Insured and any other person who personally drives a temporary substitute automobile as defined in the General Provisions of this Policy against the liability imposed by law or assumed by the Insured or such other person under any contract or agreement for direct and accidental physical loss or damage to such automobile and arising from the care, custody and control thereof; provided always that:

(i) such indemnity is subject to the deductible clause and exclusions of each such subsection;

(ii) if the owner of such automobile has or places insurance against any peril insured by this section, the indemnity provided herein shall be limited to the sum by which the deductible amount, if any, of such other insurance exceeds the deductible amount stated in the applicable subsection of this Policy;

(iii) the Additional Agreements under Section A of this Policy shall insofar as they are applicable, extend to the indemnity provided herein.

(2) Loss of Use by Theft – Where indemnity is provided under subsections 1, 3 or 4 of Section C hereof the Insurer further agrees, following a theft of the entire automobile covered thereby, to reimburse the Insured for expense not exceeding $25 for any one day nor totalling more than $750 incurred for the rental of a substitute automobile including taxicabs and public means of transportation.

Reimbursement is limited to such expense incurred during the period commencing seventy-two hours after such theft has been reported to the Insurer or the police and terminating, regardless of the expiration of the policy period, (a) upon the date of the completion of repairs to or the replacement of the property lost or damaged, or (b) upon such earlier date as the Insurer makes or tenders settlement for the loss or damage caused by such theft.

GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

1. TERRITORY

This Policy applies only while the automobile is being used or operated as a transportation network automobile and is operated, used, stored or parked within Canada, the United States of America or upon a vessel plying between ports of those countries.

2. OCCUPANT DEFINED

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

3. CONSENT OF OWNER

No person shall be entitled to indemnity or payment under this Policy who is an occupant of any automobile which is being used without the consent of the owner thereof.

4. GARAGE PERSONNEL 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 in the course of that business or while so engaged is an occupant of the described automobile or a newly acquired automobile as defined in this Policy.

5. AUTOMOBILE DEFINED

In this Policy except where stated to the contrary the words “the automobile” mean:

Under sections A (Third Party Liability), B (Accident Benefits), C (Loss of or Damage to Insured Automobile)

(a) The Described Automobile – an automobile specifically described in the Policy or within the description of insured automobiles set forth therein;

(b) A Newly Acquired Automobile – an automobile, ownership of which is acquired by the insured and, within fourteen days following the date of its delivery to the insured, notified to the Insurer in respect of which the insured has no other valid insurance, if either it replaces an automobile described in the application or the Insurer insures (in respect of the section or subsection of the Insuring Agreements under which claim is made) all automobiles owned by the lnsured at such delivery date and in respect of which the Insured pays any additional premium required; provided however, that insurance hereunder shall not apply if the Insured is engaged in the business of selling automobiles;

and under Sections A (Third Party Liability) and B (Accident Benefits) only

(c) A Temporary Substitute Automobile – an automobile not owned by the Insured, nor by any person or persons residing in the same dwelling premises as the Insured, while temporarily used as the substitute for the described automobile which is not in use by any person insured by this Policy, because of its breakdown, repair, servicing, loss, destruction or sale.

6. TWO OR MORE AUTOMOBILES

(a) When two or more automobiles are described hereunder with respect to the use or operation of such described automobiles, each automobile shall be deemed to be insured under a separate policy;

(b) A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be one automobile with respect to the limit(s) of liability under insuring Agreements A and B and separate automobiles with respect to the limit(s) of liability, including deductible provisions, under Insuring Agreement C.

7. WAR RISKS EXCLUDED

The Insurer shall not be liable under Section B or C 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.

8. 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 person;

(b) the automobile is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental to those purposes. "Radioactive material" means

(i) spent nuclear fuel rods that have been exposed to radiation in a nuclear reactor,

(ii) radioactive waste material,

(iii) unused enriched nuclear fuel rods, or

(iv) any other radioactive material of such quantity and quality as to be harmful to persons or property if its container were destroyed or damaged;

(c) the automobile is used as a taxicab, public omnibus, livery, jitney or sightseeing conveyance.

9. LIMITATION OF ACTIONS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

10. DEFINITIONS

In this Policy:

(a) "transportation network" means any online enabled application, digital platform, software, website, or any other system offered, used or operated by a transportation network company and that is used by persons to prearrange the transportation of passenger(s) for compensation in a transportation network automobile.

(b) "transportation network automobile" means an automobile used to provide prearranged transportation of passenger(s) for compensation through the use of a transportation network.

(c) "transportation network company" means a corporation, partnership, sole proprietorship, association or other entity or individual that connects passenger(s) with transportation network drivers for prearranged transportation exclusively through the offering, use or operation of a transportation network.

(d) "transportation network driver" means a person authorized by a transportation network company to use a transportation network automobile to provide prearranged transportation of passenger(s) for compensation through the use of a transportation network.

(e) "transportation network automobile owner" means the owner of a transportation network automobile, or if the transportation network automobile is leased, the lessee and lessor of the transportation network automobile.

11. ADDITIONAL INSUREDS

The insurer agrees to indemnify as an insured person every transportation network driver and every transportation network automobile owner; however, transportation network drivers and transportation network automobile owners shall not have the right to cancel, renew or otherwise amend this contract.

STATUTORY CONDITIONS

In these Statutory Conditions, unless the context otherwise requires, "insured" means a person insured by the contract whether named in the contract or not.

(i) Statutory Condition 3 does not apply when the contract does not insure against liability for loss or damage to persons and property;

(ii) Statutory Condition 4 does not apply when the contract does not insure against loss of or damage to the automobile.

(iii) Statutory Conditions 2, 3, 4, 5, 6 and 7 shall not apply to Section B - Accident Benefits.

Material Change in Risk

1. (1) The insured named in this contract must promptly notify the insurer or its agent in writing, of any change in the risk material to the contract and within the insured's knowledge.

(2) Without restricting the generality of subparagraph (1) of this condition, "change in the risk material to the contract" includes

(a) any change in the insurable interest of the insured named in the 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

(b) in respect to insurance against loss of or damage to the automobile,

(i) any mortgage, lien or encumbrance affecting the automobile after the application for the contract, and

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

Prohibited Use by Insured

2. (1) The insured must not drive or operate the automobile

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

(b) while the insured's licence to drive or operate an automobile is suspended or while the insured's right to obtain a licence is suspended or while the insured is prohibited under order of any court from driving or operating an automobile,

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

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

(e) in any race or speed test.

Prohibited Use by Others

(2) The insured must not permit or allow 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 any other age prescribed by the law of the province in which the person resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the person,

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

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

(d) in any race or speed test.

Requirements Where Loss or Damage to Persons or Property

3. (1) The insured must

(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 as a transportation network 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 the contract,

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

(d) in addition to the requirement of (a), promptly give to the insurer the precise times that a transportation network driver logged onto a transportation network for the purposes of accepting requests for transportation services for compensation from prospective passengers(s) and logged out of a transportation network.

(2) The insured must not

(a) voluntarily assume any liability or settle any claim except at the insured's own cost, or

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

(3) The insured must, whenever requested by the insurer, aid in securing information and evidence and the attendance of any witness, and must 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.

Requirements Where Loss or Damage to the Automobile

4. (1) When loss of or damage to the automobile occurs, the insured must, if the loss or damage is covered by the contract,

(a) promptly give notice of the loss or damage in writing to the insurer with 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 the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the automobile, the encumbrances on the automobile, 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 subparagraph (1) of this condition is not recoverable under the contract.

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

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

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

Examination of Insured

(4) The insured must submit to examination under oath and must produce for examination at any reasonable place and time designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured must permit extracts and copies of the documents to be made.

Insurer Liable for Cash Value of Automobile

(5) The insurer is not liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage must be ascertained or estimated according to that actual cash value with proper deductions for depreciation, however caused, and must not exceed the amount that it would cost to repair or replace the automobile, or any part of the automobile, with material of similar kind and quality, but if any part of the automobile is obsolete and unavailable, the liability of the insurer in respect of the automobile is 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 a dispute resolution process has been initiated, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of similar 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 must be no abandonment of the automobile to the insurer without the insurer's consent.

(8) If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, vests in the insurer.

In Case of Disagreement

(9) 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 of the loss or damage, those questions must be determined by a dispute resolution process as provided under the *Insurance Act* before there can be recovery under the contract, whether the right to recover under the contract is disputed or not, and independently of all other questions.

(10) There is no right to a dispute resolution process until

(a) a specific demand for it is made in writing, and

(b) the proof of loss has been delivered.

Inspection of Automobile

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

Time and Manner of Payment of Insurance Money

6. (1) The insurer must pay the insurance money for which it is liable under the contract within 60 days after the proof of loss has been received by it or, where a dispute resolution process is conducted under Statutory Condition 4(9), within 15 days after the decision is rendered.

When Action May Be Brought

(2) The insured may not bring an action to recover the amount of a claim under the contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as provided for under Statutory Conditions 3 and 4 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.

Who May Give Notice and Proofs of Claim

7. Notice of claim may be given and proofs of claim may be made by the agent of the insured named in this contract in the 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.

Termination

8. (1) The contract may be terminated

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

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

(2) If the contract is terminated by the insurer,

(a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event, may the prorated premium for the expired time be less than any minimum retained premium specified, and

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

(3) If the contract is terminated by the insured, the insurer must 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 may the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(4) The 15-day period referred to in subparagraph 1(a) of this condition starts to run on the day the recorded letter or notification of it is delivered to the insured's postal address.

Notice

9. (1) Any written notice to the insurer may be delivered at, or sent by recorded mail to, the chief agency or head office of the insurer in the province.

(2) Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by recorded mail addressed to the insured at the insured's latest postal address as notified to the insurer.

(3) In this condition, "recorded" means recorded in or outside Canada.

ADVERTISEMENTS

Public Sale of Land

(Municipal Government Act)

City of Cold Lake

Notice is hereby given that, under the provisions of the Municipal Government Act, the City of Cold Lake will offer for sale, by public auction, in the Council Chambers at City Hall, 5513 48 Avenue, Cold Lake, Alberta, on Wednesday, March 24, 2021, at 5:00 p.m., the following lands:

Lot	Block	Plan	C. of T.
15	1	1424527	172109986
2	1	1324738	152240806001
20	17	7821892	102318254
1	22	1425269	172060898

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 City of Cold Lake 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, vacancy, or the developability of the subject land for any intended use by the purchaser. No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel. No terms and conditions of sale will be considered other than those specified by the City.

The City of Cold Lake may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Payment terms: Cash, bank draft or certified cheque. A 10% deposit is payable upon the acceptance of the bid at public auction. The balance of the accepted bid is due by March 31, 2021, or the deposit will be forfeited and the City will consider the next bid.

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

Dated at Cold Lake, Alberta, January 12, 2021.

Linda Mortenson, *General Manager, Corporate Services*.

City of Grande Prairie

Notice is hereby given that, under the provisions of the Municipal Government Act, the City of Grande Prairie will offer for sale, by public auction, in the First Floor Conference Room at City Hall, Grande Prairie, Alberta, on Friday, March 19, 2021, at 9:00 a.m., the following lands:

LINC	Lot	Block	Plan	Address
0015197114	19	4	1410AC	10028 – 100 Avenue
0015185615	19	14	1766KS	9313 – 106 Avenue
0016512874	24	11	5895MC	11106 – 95 Street
0014783021	55	14	7521146	8206 – 97 Street
0014675160	1	6	7620880	11301 – 100 Avenue
0013667324	36	17	7821833	9514 – 80 Avenue
0010652204	68	17	7821833	9501 – 79 Avenue
0010249084	12	35	7921792	9417 – 71 Avenue
0012477022	40	7	7923089	12406 – 95 Street
0012259438	39	27	8021572	9309 – 73 Avenue
0010027449	33	1	8022055	10122 – 90 Street
0012189403	34	4	8022055	10302 – 89 Street
0011959343	24	5	8923057	9023 – 105 Avenue
0013073953	-	45	9020678	4205 7201 Poplar Drive
0026335183	16	13	9520783	10209 – 75 Avenue
0026766675	48	16	9622539	8117 Poplar Drive
0026843128	4	2	9623573	9027 – 67 Avenue
0027107192	24	2	9722268	9734 – 121 Avenue
0027336098	9B	8	9820131	12526- 98 Street
0027408178	59	8	9820943	9109 – 113a Avenue
0028006352	254	2	9924483	12038 Cygnet Boulevard
0028804649	53	4	0121400	11513 – 81 Avenue
0029217676	28	3	0220814	89 Pinnacle Crescent
0030818603	-	33	0426676	8615 – 90 Street
0031137474	48	7	0523444	9201 Lakeshore Drive
0031137862	5	9	0523444	9218 Lakeshore Drive

0031918576	14	9	0625605	6513 – 111a Street
0032726557	3	4	0728514	8829 – 89 Avenue
0029651163	2	-	1735TR	8501 – 68 Avenue
0035397314	44	7	1223962	7029 – 85 Street
0036194280	6A	1	1422803	8042 – 91 Street
0036194447	14	1	1422803	8094 – 91 Street
0036194504	22	1	1422803	9078 – 81 Avenue
0036194512	23	1	1422803	9074 – 81 Avenue
0036194554	27	1	1422803	9058 – 81 Avenue
0036262582	2	8	1423739	8638 – 72 Avenue
0036527829	36	46	1520411	10002 & 10008 – 94 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.

The land is being offered for sale on an “as is, where is” basis, and the City of Grande Prairie 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.

No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel. No terms and conditions of sale will be considered other than those specified by the City of Grande Prairie. No further information is available at the auction regarding the lands to be sold.

The City of Grande Prairie may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Payments by cash, Interac, certified cheque or bank draft only. The successful bidder must, at the time of the sale, make a non-refundable ten percent (10%) deposit payable to the municipality, with the balance of the purchase price within 30 days of the public auction. Goods and Services Tax (GST) will not apply to the parcels offered for auction.

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

Dated at Grande Prairie, Alberta, January 18, 2021.

Scott Smith, *Manager Assessment and Taxation*.

City of Medicine Hat

Notice is hereby given that, under the provisions of the Municipal Government Act, the City of Medicine Hat will offer for sale, by public auction, in Meeting Room M-1, Main Floor, at City Hall, 580 1 Street SE, Medicine Hat, Alberta, on Wednesday, March 31, 2021, at 9:00 a.m., the following lands:

Lot/Unit	**Block**	**Plan**	**LINC**	**C. of T.**	**Address**
2	9	7611036	15612732	091122141	43 Rossdale Avenue SE
25 & 26	6	2140AJ	15450406	121305842	2801 15 Avenue SE
12	12	1433HS	13522462	091276388	699 11 Street NE
58		9610693	26687351	021111558	411–245 Red Deer Drive SW
6		9610441	26659862	161271563	6–398 16 Street NE
22	32	0410307	30313464	081069385	64 Sundown Court SW
61		1010818	34252296	101124267	307 Southlands Pointe SE

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 City of Medicine Hat 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. If the property is occupied by a tenant in possession, the obligation and expense of obtaining vacant possession shall be the purchaser’s.

No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel.

The City of Medicine Hat 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. A 10% non-refundable deposit on the day of the sale, and the balance is due within 24 hours of the public auction.

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale. Once the property is declared sold to another individual at public auction, the previous owner has no further right to pay the tax arrears.

Dated at Medicine Hat, Alberta, January 14, 2021.

Tanis Olinski, *Collection Officer*.

Clearwater County

Notice is hereby given that, under the provisions of the Municipal Government Act, Clearwater County will offer for sale, by public auction, in the Municipal Office, 4340 47 Avenue, Rocky Mountain House, Alberta, on Monday, March 15, 2021, at 10:00 a.m., the following lands:

Pt. of Sec.	Sec.	Twp.	Rge.	M.	Lot	Block	Plan	C. of T.
NE	6	39	4	5	13	1	8220518	992003754
SE	26	39	5	5	2	6	0425348	102444528
SE	26	39	5	5	3	6	0425348	102444544
SE	21	39	5	5	1	1	0828562	172040877
SE	25	39	7	5	1	1	0325401	162142054

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 Clearwater County 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.

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

Terms: Cash or certified cheque. Deposit: 10% of bid at the time of the sale. Balance within 30 days of receipt by the County.

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

Dated at Rocky Mountain House, Alberta, January 6, 2021.

Rick Emmons, *Chief Administrative Officer*.

Municipal District of Lesser Slave River No. 124

Notice is hereby given that, under the provisions of the Municipal Government Act, the Municipal District of Lesser Slave River No. 124 will offer for sale, by public auction, in the Council Chambers at the MD Administration Office located on Highway 2 east of Slave Lake, Alberta, on Tuesday, March 23, 2021, at 10:00 a.m., the following lands:

Roll	Lot	Block	Plan	Legal Description	C. of T.
048961	12	6	5626NY	NE-23-71-1-5	152042459
325560	14A	-	2952ET	NE-36-73-8-5	012331863
048848	3	10	4867NY	SE-23-71-1-5	102316627
042464	-	-	-	NW-02-69-1-5	032192390
042362	-	-	-	SW-21-66-1-5	132058494+1
042342	-	-	-	NW-16-66-1-5	132058494
309763	2	-	9322156	NW-23-73-7-5	032208123
049314	15	2	2723ET	NW-36-73-8-5	962040638
048018	21A	12	852AY	SW-07-73-5-5	022350734
327131	4	1	0828671	SE-18-69-24-4	132354023
042703	-	-	-	SE-13-72-2-5	132361274
042856	-	-	-	NW-23-73-7-5	962230043
198795	-	-	-	NW-23-73-7-5	962307780

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 MD 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.

No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel. No terms and conditions of sale will be considered other than those specified by the MD.

The Municipal District of Lesser Slave River No. 124 may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: The successful bidder must, at the time of sale, make a ten percent (10%) deposit in cash or certified cheque payable to the municipality with the remaining balance due within 30 days of the public auction. GST and Land Title Registration fees will apply on lands sold at the public auction. Failure to pay deposit on day of sale will result in disqualification.

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

For further information, please contact Debbie Conrad at 780-849-4888 ext. 226.

Dated at Slave Lake, Alberta, January 13, 2021.

Barb Miller, *Chief Administrative Officer*.

Town of Nanton

Notice is hereby given that, under the provisions of the Municipal Government Act, the Town of Nanton will offer for sale, by public auction, in the Council Chambers at the Tom Hornecker Recreation Centre, 2122 18 Street, Nanton, Alberta, on Friday, March 12, 2021, at 2:00 p.m., the following lands:

Lot	Block	Plan	C. of T.
16	58	7911150	131305041
14	77	0212854	101210125

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 Town of Nanton 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. No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel. No terms and conditions of sale will be considered other than those specified by the Town of Nanton.

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

Terms: Cash or certified cheque; 10% due at auction, and the remainder due within 30 days.

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

For a list of addresses and reserve bids, please contact the Town of Nanton Administrative Office at (403) 646-2029.

Dated at Nanton, Alberta, January 14, 2021.

Clayton Gillespie, *Corporate Services Manager*.

Town of Penhold

Notice is hereby given that, under the provisions of the Municipal Government Act, the Town of Penhold will offer for sale, by public auction, at the Penhold Regional Multiplex Building, 1 Waskasoo Avenue, Penhold, Alberta, on Monday, March 15, 2021, at 10:00 a.m., the following lands:

Lot	Block	Plan	C. of T.
B	-	1637KS	082079680

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

Terms: Full payment to be made by cash, certified cheque or other legal tender accepted by the municipality on the day of the auction, or by 10% down with full payment being made within 30 days of the auction.

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

Dated at Penhold, Alberta, January 13, 2021.

R. Binnendyk, *Chief Administrative Officer*.

Village of Rosemary

Notice is hereby given that, under the provisions of the Municipal Government Act, the Village of Rosemary will offer for sale, by public auction, at the office of the Village of Rosemary, 103 Railway Avenue, Rosemary, Alberta, on Friday, March 19, 2021, at 11:00 a.m., the following lands:

Lot	Block	Plan	C. of T.
1 & N 20 ft of 2	12	2361FO	121309267+1
2 except N 20 ft & 3	12	2361FO	121309267

A parcel of land offered for sale may be redeemed by payment of all arrears, penalties, and costs by guaranteed funds at any time until the property is declared sold.

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.

This land is being offered for sale on an "as is, where is" basis, and the Village of Rosemary makes no representation and gives no warranty whatsoever as to the state of the parcel nor its suitability for any intended use by the successful bidder.

No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel. No terms and conditions of sale will be considered other than those specified by the Village of Rosemary.

Terms: Cash, certified cheque or bank draft, with a minimum 20% deposit at the time of sale and the balance within 10 days of date of public auction. All bidders or their agents must be present at the public auction.

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

Once the property is declared sold at public auction, the previous owner has no further right to pay the tax arrears.

Dated at Rosemary, Alberta, January 15, 2021.

Sharon Zacharias, *Chief Administrative Officer*.

NOTICE TO ADVERTISERS

The Alberta Gazette is issued twice monthly, on the 15th and last day.

Notices and advertisements must be received ten full working days before the date of the issue in which the notices are to appear. Submissions received after that date will appear in the next regular issue.

Notices and advertisements should be typed or written legibly and on a sheet separate from the covering letter. An electronic submission by email or disk is preferred. Email submissions may be sent to the Editor of The Alberta Gazette at albertagazette@gov.ab.ca. The number of insertions required should be specified and the names of all signing officers typed or printed. Please include name and complete contact information of the individual submitting the notice or advertisement.

Proof of Publication: Statutory Declaration is available upon request.

A copy of the page containing the notice or advertisement will be emailed to each advertiser without charge.

The dates for publication of Tax Sale Notices in The Alberta Gazette are as follows:

Issue of	*Earliest date on which sale may be held*
February 13	March 26
February 27	April 9
March 15	April 25
March 31	May 11
April 15	May 26
April 30	June 10
May 15	June 25
May 31	July 11
June 15	July 26
June 30	August 10
July 15	August 25
July 31	September 10

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