ALBERTA STANDARD

Owner’s Automobile Policy (draft)

S.P.F. No. 1

This form ~~is approved~~ by Alberta’s Superintendent of Insurance effective January 1, 2027

PLEASE READ THIS CAREFULLY

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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, A.1, B, C for which a premium is set out in the Policy or in the Certificate of Automobile Insurance 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

~~(a) deleted~~

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 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

~~(b) deleted~~

~~(c) deleted~~

d) for any amount in excess of the limit(s) stated in section A of item 4 of the Policy or in the Certificate of Automobile Insurance 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* ~~Subpart)~~*Act* relating to the nuclear energy hazard; or

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

f) for any claim for non-pecuniary damages against a person referred to in section 80(1)(a) and (c) of the *Automobile Insurance Act* in respect of liability imposed on the person by law; or

g) for any legal expenses or disbursements or any other costs in respect of an action or proceeding related to non-pecuniary damages commenced against a person under section 80(1) (a) and (c) of the *Automobile Insurance Act*.

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. For extra clarity, this additional agreement does not apply to any civil action commenced against any person insured by this Policy under section 80(1), (a) and (c) of the *Automobile Insurance Act*; and

(3) pay all costs taxed against any person insured by this Policy in any civil action, or part(s) of a civil action, where the insured is entitled to be 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 Policy or in the Certificate of Automobile Insurance; 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

Commented [A1]: Finally removing these deleted notations. Relevant changes to SEFs will reflect changes to exclusion lettering.

Commented [A2]: All references throughout SPF to insurance Act are amended to be Automobile Insurance Act, on expectation that applicable sections of IA will shift in fall 2026 to AIA

Commented [A3]: These new exclusions are pursuant to section 15 of the Exclusions and Tort Bar Exceptions Regulation

Commented [A4]: These elements are added to prevent any circumvention of expectations in section 15 of the Exclusions and Tort Bar Exceptions Regulation

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 A.1 – DIRECT COMPENSATION FOR PROPERTY DAMAGE

Where section ~~585.1~~### of the Automobile *Insurance Act* applies, the Insurer agrees to indemnify the Insured under this section as though the Insured were a third party for loss of or damage to the automobile owned by the Insured, its equipment, and its contents if not carried for reward, and for loss of use of the automobile, equipment and contents in accordance with the *Automobile Insurance Act* and regulations made under the *Automobile Insurance Act*.

Commented [A5]: To be updated when known

DEFINITIONS AND INTERPRETATION

For the purpose of this section, with respect to a claim for loss of or damage to the automobile and its equipment, the Insured is the owner of the automobile, and with respect to a claim for loss of or damage to contents, the Insured is the owner of the contents.

The Insurer will pay that portion of the total loss or damage that is equal to the percentage to which the Insured or driver was not at fault for the accident, less any applicable Direct Compensation for Property Damage deductible.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under this section 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 Direct Compensation for Property Damage deductible, if any, stated in Section A.1 of Item 4 of the Policy or in the Certificate of Automobile Insurance multiplied by the percentage to which the driver of the automobile was determined **not** at fault for the accident under the regulations. The Insured is not permitted to sue anyone (for instance an at-fault motorist) to recover this deductible. If there is loss of or damage to both the automobile and its contents, the deductible will first be applied to the automobile loss or damage. If there is any remaining deductible, the remainder will be applied to the contents loss or damage. The deductible applies separately to each automobile that is insured.

EXCLUSIONS

The Insurer shall not be liable under this section

(a) for any amount in excess of coverages referenced in the ~~*Insurance Act* (~~*Automobile Insurance* ~~Subpart)~~*Act* relating to nuclear energy hazards; or

(b) for any claim arising from contamination of property carried in the automobile.

ADDITIONAL AGREEMENT OF INSURER

Where the automobile sustains damage arising directly or indirectly from the use or operation in British Columbia of one or more other automobiles, the Insurer agrees to indemnify the Insured under this ~~s~~Section A.1 in accordance with British Columbia's Basic Vehicle Damage Coverage provisions. Any deductible amount stated in Section A.1 of Item 4 of the Policy or in the Certificate of Automobile Insurance is also applicable to a claim under this additional agreement in the same way it would be applicable to a claim made under Direct Compensation for Property Damage coverage.

Commented [A6]: This is added to clarify current expectation that insurers cover not at-fault collision damage in BC

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

SECTION B – ACCIDENT BENEFITS

SUBSECTION 1 – CARE-FIRST BENEFITS

The Insurer agrees to pay compensation **in accordance with the *Automobile Insurance Act* and applicable regulations**, to or in respect of any person insured by this Policy who sustains bodily injury or death as a result of an accident, regardless of who is at fault for the accident.

Commented [A7]: This subsection completely replaces subsections 1, 2, and 2A under the current SPF1

The coverages described in this Subsection 1 – Care-First Benefits are subject to the *Automobile Insurance Act* and applicable regulations, and instruments having the force of law made under the *Automobile Insurance Act* .

For additional information about the coverages and expectations under this Subsection 1, including information regarding available treatments for bodily injury and compensation see [Consumer Guide]. Take note that the Consumer Guide is not legally enforceable and does not create any rights or obligations beyond those set out in the *Automobile Insurance Act,* the applicable regulations, and any instruments having the force of law made under the *Automobile Insurance Act.* In the event of any conflicts with this form or the Consumer Guide, the *Automobile Insurance Act* and applicable regulations, and any such instruments will prevail.

Division 1 – WHO IS COVERED

Subject to the *Automobile Insurance Act* and applicable regulations, this Policy covers

(a) the named insured, any person specified in the policy as a driver of the Described Automobile and if the named insured is an individual, the spouse or adult interdependent partner of the named insured and the dependents of the named insured;

(b) for accidents occurring in Alberta, a person who is injured or killed in an automobile accident involving the automobile and is not a named insured, or the spouse or adult interdependent partner or dependent of a named insured or a person specified as a driver of the Described Automobile under any other motor vehicle liability policy, and is not covered under the policy of an automobile in which they were an occupant or which struck them; and

(c) for accidents occurring outside Alberta, a person who is an occupant of the automobile or, while a pedestrian, is struck by the automobile, and who is a resident of Alberta or was a resident of Alberta at any time during the 60 days immediately prior to the accident.

Commented [A8]: This is not in regulation, but aligns with Ontario. Intent is that the Care-first benefits are only available to residents and near-residents in out of province accidents. For non-residents in out of province accidents, insurers will provide benefits aligned with expectations in the accident jurisdiction

Division 2 – HEALTH CARE AND RELATED EXPENSES

Subject to Part 2, Division 2 of the *Automobile Insurance Act* and the Benefit, Treatment and Care Regulation, the insurer shall pay or reimburse reasonable and necessary expenses incurred by the insured or claimant because of the insured's bodily injury.

Division 3 – INCOME REPLACEMENT AND OTHER MONETARY BENEFITS

Subject to Part 2, Division 3 of the *Automobile Insurance Act* and the Income Replacement and Monetary Benefits Regulation, the Insurer shall pay income replacement and other monetary benefits. The income replacement benefit coverage is secondary to any similar available benefits.

Division 4 – PERMANENT IMPAIRMENT BENEFIT

Subject to Part 2, Division 4 of the *Automobile Insurance Act* and the Permanent Impairment Regulation, if an insured sustains permanent impairment as a result of an accident, the Insurer shall pay a permanent impairment benefit.

Division 5 – DEATH BENEFITS AND RELATED EXPENSES

Subject to Part 2, Division 5 of the *Automobile Insurance Act* and the Income Replacement and Monetary Benefits Regulation, the Insurer shall pay or reimburse eligible persons:

(a) death benefits;
(b) reasonable funeral and interment expenses; and
(c) reasonable grief counselling and other related expenses.

SPECIAL PROVISIONS, DEFINITIONS, AND EXCLUSIONS OF SUBSECTION 1 – CARE-FIRST BENEFITS

(1) "Prescribed claim form" defined – In this subsection, the words "prescribed claim form" mean a form prescribed under the *Automobile Insurance Act*.

(1.1) The Insurer shall pay reasonable expenses incurred by or on behalf of the insured person in completing the medical report portion of a prescribed claim form.

(2) Insurer to advise and assist claimants – The Insurer shall endeavour to ensure a claimant is informed about the compensation available under this subsection, reasonably assist a claimant with making a claim for compensation, and shall endeavour to ensure that a claimant receives the compensation to which the claimant is entitled.

(3) Applying for benefits – A claim for compensation under this subsection must be made in accordance with the prescribed application process, include all required information and documentation, and be submitted within the prescribed period set out in the Automobile Insurance Administration Regulation. Additionally, the claimant must provide any information and authorization reasonably requested by the insurer.

(4) Medical assessments and reports – The claimant must submit to a medical assessment when and as often as the Insurer reasonably requires while the claim is pending. The claimant, or their representative, may on request, receive a copy of the medical assessor's report from the Insurer.

(4.1) The Insurer shall pay reasonable expenses incurred by or on behalf of the claimant in submitting to a medical assessment under provision (4);

(4.2) On receipt of a medical assessor's report, the Insurer
(a) must accept the medical assessor's findings respecting the diagnosis and prognosis of the insured's bodily injury, and
(b) shall, based on the medical assessor's recommendations, make a determination about entitlement to benefits.

(5) Change in circumstances – A claimant must notify an insurer promptly of any change in the claimant's circumstances that affects, or might affect, either or both of the following:
- (a) the claimant's entitlement to compensation under this subsection;
- (b) the amount of compensation payable to the claimant under this subsection.

(6) Benefit limits and amounts – benefit limits and amounts are as established by the Minister of Finance.

(7) Interest where benefit not paid – Where an insurer fails to pay compensation in the prescribed time, the insurer must pay interest on the overdue amount of compensation payable at the prescribed rate in the prescribed manner.

(8) Review of decision – A claimant may, within 60 calendar days after receiving notice of a decision from an insurer, in respect of a claim under this subsection, submit an application in writing to the Insurer for a review of the decision. The Insurer, on receipt of such application must review the decision and issue a review decision within 10 business days of receipt of the review request.

(9) Exclusions – This exclusion list is not comprehensive and is subject to the *Automobile Insurance Act* and applicable regulations and instruments having the force of law made under the *Automobile Insurance Act*;

(9.1) Non-qualifying body injury or death – subject to sections 3 of the *Automobile Insurance Act* and section 2 of the Exclusions and Tort Bar Exceptions Regulation, the Insurer shall not be liable under Subsection 1 of Section B in respect of bodily injury or death
- (a) sustained as a result of an accident caused, while an automobile is not in motion, by, or by the use of, a device mounted on or attached to the automobile that can be operated independently from the automobile;
- (b) sustained as a result of an accident caused by an automobile being used or operated in a contest, show or race, or in advanced or performance driver training, if the use, operation or training is held or conducted in compliance with the *Traffic Safety Act* or with substantially similar law in another jurisdiction where the accident occurred on a track or other location that is temporarily or permanently closed to all other automobile traffic and includes an element of race or speed test;
- (c) sustained by an occupant of an automobile in the following circumstances:
  - (i) only one automobile was involved in the accident, the automobile was not an insured motor vehicle within the meaning of the *Traffic Safety Act* or substantially similar law in another jurisdiction where the accident occurred, and the automobile was being used or operated in such a manner or place that it was not required under the *Traffic Safety Act*, or under a substantially similar law in another jurisdiction where the accident occurred, to be an insured motor vehicle; or
  - (ii) more than one automobile was involved in the accident and each automobile was an automobile referred to in exclusion clause (c)(i);

  For greater certainty, clauses (c)(i) and (c)(ii) do not apply to a person who was not an occupant of an automobile described in those clauses;
- (d) sustained by an occupant of a public transit automobile as a result of an accident, if the public transit automobile did not collide with another automobile or any other object or person; or
- (e) caused directly by sickness or disease that is unrelated to bodily injury or death sustained as a result of an accident;

(9.2) No entitlement to compensation – subject to sections 5(9), 5(10) and 78 of the *Automobile Insurance Act* and section 3 of the Exclusions and Tort Bar Exceptions Regulation, the Insurer shall not be liable under Subsection 1 of Section B to a person in respect of their own or another's bodily injury or death sustained as a result of an accident if the person
- (a) was a voluntary occupant of the automobile involved in the accident at the time of the accident, and knew or ought reasonably to have known that the automobile
  - (i) was not an insured motor vehicle within the meaning of the *Traffic Safety Act* or under a substantially similar law in another jurisdiction where the accident occurred, and the automobile was being used or operated in such a manner or place that it was not required under the *Traffic Safety Act*, or under a substantially similar law in another jurisdiction where the accident occurred, to be an insured motor vehicle; or
  - (ii) was being used or operated for an illicit or prohibited trade or transport;

  A minor is presumed, in the absence of evidence to the contrary, to not meet the criteria described in clause (9.2)(b); or
- (b) is a resident of British Columbia, Manitoba, Quebec, or Saskatchewan;
- (c) is entitled to compensation under the *Workers' Compensation Act* or a similar law of another jurisdiction in respect of the accident;

(9.3) Compensation reduced, suspended, terminated or denied – Subject to section 47 of the *Automobile Insurance Act,* the Exclusions and Tort Bar Exceptions Regulation, and the Benefits, Treatment and Care Regulation, the Insurer may reduce, suspend, terminate or deny compensation payable to or on behalf of an insured or claimant in respect of the insured's bodily injury or death sustained as a result of an accident, if
- (a) the insured or other claimant wilfully caused the accident or directed, authorized or allowed another person to wilfully cause the accident;
- (b) the insured or other claimant wilfully caused the insured's bodily injury or death or directed, authorized or allowed another person to wilfully cause the insured's bodily injury or death;
- (c) the insured or other claimant was using or operating an automobile involved in the accident, caused the accident, and is, in respect of their use or operation of the automobile at the time of the accident
  - (i) found guilty of, or charged with, a prescribed driving-related offence under the *Criminal Code* (Canada) or in respect of one of those offences under the *Youth Criminal Justice Act* (Canada) or the *National Defence Act* (Canada) or of an offence under a substantially similar provision of the law of a jurisdiction of the United

Commented [A10]: Since this list is not comprehensive, this reference provides notice there are others.

States of America; or
(ii) found guilty of, or charged with, a prescribed driving-related offence under the *Traffic Safety Act* or of an offence under a substantially similar provision of the law of another jurisdiction in Canada or a jurisdiction of the United States of America;
(iii) issued a notice of administrative penalty under a prescribed driving-related section of the *Traffic Safety Act* or a substantially similar provision of the law of another jurisdiction in Canada or a jurisdiction of the United States of America;

(d) the insured or other claimant was an occupant of an automobile involved in the accident, regardless of who caused the accident, and is, in respect of the automobile, found guilty of, or charged with, a prescribed automobile theft-related offence under the *Criminal Code* (Canada) or in respect of one of those offences under the *Youth Criminal Justice Act* (Canada) or the *National Defence Act* (Canada) or of an offence under a substantially similar provision of the law of a jurisdiction of the United States of America;

For these clauses (9.3)(c) and (d), prescribed offences are set out in the Exclusions and Tort Bar Exceptions Regulation. If the insured is not found guilty, the finding of guilt is successfully appealed, or the notice of administrative penalty is cancelled, the relevant reduction, suspension, termination or denial must be cancelled, full compensation must resume, and the Insurer must make payment to the insured or other claimant retroactive to the initial date of the relevant reduction, suspension, termination or denial;

(e) the insured or other claimant in respect of the insured's bodily injury or death sustained as a result of an accident
(i) knowingly provides false or inaccurate information to the Insurer that is material to the compensation being claimed, but only in respect of the type of compensation to which the false or inaccurate information relates;
(ii) prevents or obstructs the Insurer from exercising the Insurer's right of subrogation or recovery;
(iii) without reasonable excuse,
A. fails to comply with the treatment authorized under a program of care or care-and-treatment request, as the case may be;
B. fails to attend and undergo a medical assessment when required by the Insurer;
C. obstructs a medical assessment;
D. fails to provide any information, or any authorization necessary for the Insurer to obtain information, reasonably requested by the Insurer;
E. fails to notify the Insurer promptly of a change in circumstances that might affect entitlement to compensation or the amount of compensation payable; or

(f) the insured is remanded in custody or is serving a sentence of imprisonment;

(10) Appeal of insurer decision – A notice of appeal must be served on the Alberta Automobile Care-First Tribunal within the prescribed [time] in accordance with the Alberta Automobile Care-First Tribunal Regulation.

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

SUBSECTION 2 – UNINSURED MOTORIST COVER

~~All~~The Insurer agrees to pay 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 therefore;
(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 Policy or in the Certificate of Automobile Insurance;
(d) to any person who has a claim under section 80(1) of the *Automobile Insurance Act* against another person described in sections 80(1)(a), (or (c) of the *Automobile Insurance Act.*
(e) for any amounts any person is entitled to under Section B Subsection 1 of this or another policy.

(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

Commented [A11]: This will be entered once it is prescribed in regulation

Commented [A12]: Amended to match styles of other insuring agreements in SPF1

Commented [A13]: Added to align with Section A exclusion: a claim against another person under section 80 of the AIA would not be claimable under this coverage either.

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~~subsection 1 ~~or 2~~ of Section B of this Policy or another 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.

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;

The words "another object" as used in this subsection 2 include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon;

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 have the same meaning as in section C subsection 2, but do not include 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;

Commented [A14]: Adding to clarify that "another object" definition includes that definition from collision peril

Commented [A15]: Removing 'undomesticated' to align with other western provinces. Any live animal impact is a comprehensive claim.

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 Policy or in the Certificate of Automobile Insurance.

Commented [A16]: Removing this deductible waiver from all section C coverages.

Where an occurrence causing loss or damage is covered under any subsection of Section C and Section A.1, the deductible under Section C will be the deductible stated in the applicable subsection of Section C of Item 4 of the Policy or in the Certificate of Automobile Insurance multiplied by the percentage to which the driver of the automobile was determined at-fault for the accident under the regulations.

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), under or in connection with circumstances for which the insured is convicted of an offence under section 320.15 of the *Criminal Code* (Canada), is convicted of an offence under section 130 of the *National Defence Act* (Canada) or contravenes section 88.1(1) of the *Traffic Safety Act* (Alberta);
- (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~~ 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~~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 up to $900 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~~on, entering into, or getting ~~on to~~onto or alighting from an automobile.

3. CONSENT OF OWNER
No person ~~shall be~~is entitled to indemnity or payment under this Policy who is an occupant of any automobile ~~which is~~ being used without the owner's consent. An exception applies only where coverage is specifically provided under Subsection 1 – Care-First Benefits of Section B in accordance with the ~~owner thereof~~*Automobile Insurance Act* and applicable regulations, and instruments having the force of law made under the *Automobile Insurance Act*.

4. GARAGE PERSONNEL EXCLUDED
No person who is engaged in the business of selling, repairing, maintaining, storing, servicing or parking automobiles ~~shall be~~is 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~~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~~Subject to section 5.1 of these General Provisions, Definitions and Exclusions in this Policy except where stated to the contrary the words "the automobile" mean:
~~**Under Sections A - Third Party Liability, A.1 - Direct Compensation for Property Damage, 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 in the Certificate of Automobile Insurance;
(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 Policy or in the Certificate of Automobile Insurance 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 Insured 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, A.1 - Direct Compensation for Property Damage and B - Accident Benefits only**~~

Commented [A17]: Capitalized since this is a defined term

Commented [A18]: Amended to align with Automobile Insurance Act definition of occupant

Commented [A19]: Modernized language. There is no intent to change the original meaning.

Commented [A20]: Added this exception to account for the fact that Care-first benefits are available to innocent persons in the case an automobile is being used without consent.

Commented [A21]: Moved the language setting out which definitions apply to which coverage sections to 5.1 in order to reflect nuances relative to Care-First.

(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~~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 other automobile~~ of the private passenger type~~, other than the ~~described automobile~~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) both the ~~described~~other automobile ~~is~~and the Described Automobile do not have a manufacturer's gross vehicle weight rating (GVWR) of ~~the private passenger type~~more than 4,500 kilograms;
- (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; or
- (vii) such other automobile is used or operated in such a manner or place that it is required under the *Traffic Safety Act*, or under a substantially similar law in another jurisdiction where the accident occurred, to be an insured motor vehicle;

(e) If the Insured is a corporation, unincorporated association~~ or registered co-~~, partnership, or a sole proprietorship, any other automobile~~ of the private passenger type~~, other than the ~~described automobile,~~ Described Automobile, while personally driven by the employee or partner for whose regular use the ~~described automobile~~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~~ with a manufacturer's gross vehicle weight rating (GVWR) of 4,500 or fewer kilograms;
- (ii) both the ~~described~~other automobile ~~is~~and the Described Automobile do not have a manufacturer's gross vehicle weight rating (GVWR) of ~~the private passenger type~~more than 4,500 kilograms;
- (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; or
- (vi) such other automobile is used or operated in such a manner or place that it is required under the *Traffic Safety Act*, or under a substantially similar law in another jurisdiction where the accident occurred, to be an insured motor vehicle;

(f) Trailers:

- (i) for the purposes of Sections A - Third Party Liability and B - Accident Benefits, any trailer used in connection with the automobile.
- (ii) for the purposes of Section A.1 – Direct Compensation for Property Damage only, any trailer owned by the insured and not described in the Policy, and its contents owned by the insured, whether or not attached to an automobile, provided such trailer is of the single axle, personal use and utility type, has a gross vehicle weight rating (GVWR) of 910 kilograms or less, and is not used for temporary or permanent accommodations; or
- (iii) any trailer described in the Policy or in the Certificate of Automobile Insurance that provides Section A.1 - Direct Compensation for Property Damage coverage.

5.1 APPLICATION OF "THE AUTOMOBILE" DEFINITIONS

The definitions listed in section 5 of these General Provisions, Definitions and Exclusions, apply as follows:

- (a) For Sections A, A.1 and B, definitions (a), (b), (c), (d), (e), and (f) apply;
- (b) For Subsection 1 of Section B only, provisions (iv), (v), and (vii) of definition (d) do not apply and provisions (iv) and (vi) of definition (e) do not apply;
- (c) For Section C, definitions (a) and (b) apply; and definition (c) applies only as set out in Section C of this policy.

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;

Commented [A22]: Revised language to reflect Ontario's limitation on other automobile. "private passenger type" is not defined, so changed it to be dependent on GVWR only.

Commented [A23]: Added in (d) and (e) to clearly remove such vehicles as e-scooters and other personal mobility devices from 'other automobile' coverage. This limitation is narrowed in Subsection 1 of section B, such that it only applies in the Care-First context when there is no other insured, or required-to-be-insured, automobile involved in the accident.

Commented [A24]: Modernized language to better cover categories of insureds that are not human individuals

Commented [A25]: Aligned with (d), replaced 'private passenger type' with GVWR rating

Commented [A26]: See comment on (e) (vii) above

Commented [A27]: This subsection replicates the current SPF1 application of "the automobile" definitions, but (b) removes certain provisions relative to Care-first when driving other automobiles. Similar to Ontario owner's form, Care-first is applicable in some circumstances that these listed provisions would contradict. For example, you are regularly driving your mother's auto when you are taking care of her during an extended illness. For the Care-First context, the non-applicable provisions noted here are narrowed in the Exclusions under subsection 1 of Section B.

(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 Sections A - Third Party Liability and B - Accident Benefits and separate automobiles with respect to the limit(s) of liability, including deductible provisions, under Sections A.1 – Direct Compensation for Property Damage and C – Loss of or Damage to Insured Automobile.

7. WAR RISKS EXCLUDED

The Insurer shall not be liable under Section A.1 - Direct Compensation for Property Damage, B – Accident Benefits or C – Loss of or Damage to Insured Automobile 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 *Automobile Insurance Act*.

STATUTORY CONDITIONS

Commented [A28]: Note: these may change with move from IA to AIA Expect to finalize by August 2026

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 *Automobile 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.