

The Alberta Standard Owner's Automobile Policy (S.P.F. No. 1), effective May 1, 2021, delineates the insurance coverage, exclusions, and obligations of the insured across three primary sections: Third Party Liability, Accident Benefits, and Loss of or Damage to Insured Automobile. In Section A, Third Party Liability, the insurer indemnifies the insured and authorized drivers against legal liabilities for bodily injury or property damage resulting from automobile use, with exclusions for liabilities under workers' compensation laws, injuries to employees operating or repairing the vehicle, damage to property in the insured's care, and contamination claims. The insurer is responsible for investigating claims, defending civil actions, and reimbursing medical expenses for injuries sustained. Section B, Accident Benefits, covers bodily injury or death from automobile use, providing medical payments up to \$50,000 per person, with specific limits for certain treatments. The insurer is not liable for expenses recoverable under other insurance or medical plans and outlines death benefits based on age and household status, funeral expenses, and grief counseling, along with total disability benefits for up to 104 weeks, subject to conditions. Section C addresses loss or damage to the insured automobile, detailing coverage types such as all perils, collision, comprehensive, and specified perils, with applicable deductibles and exclusions. Coverage is contingent upon premium payment and adherence to the policy's terms and conditions.

The policy specifies the calculation of average gross weekly earnings, determined as the greater of the average from the four weeks or the 52 weeks preceding an accident, and defines employment criteria. In no-fault jurisdictions outside Alberta, the policy treats the insured as a resident of that jurisdiction, agreeing to pay amounts equivalent to applicable no-fault laws. Uninsured motorist coverage allows recovery for damages from uninsured or unidentified automobiles, with exclusions for claimants with recovery rights under other funds or those who settle without consent. Legal liability and damages must be agreed upon or resolved through arbitration, and any legal action must be reported to the insurer immediately.

The definitions section clarifies who qualifies as an "insured person" and outlines exclusions related

to business activities involving automobiles. Exclusions for bodily injury claims include those resulting from suicide attempts, worker's compensation, racing accidents, injuries caused by sickness, or illegal activities. Claim procedures require submission of a completed claim form within 30 days of the accident, with the insurer covering expenses for the medical report. Payments for claims are to be made within specified timeframes, with initial benefits for loss of time paid within 30 days of receiving the claim form, and legal actions must be initiated within two years from the date the cause of action arose.

Section C provides indemnity for direct and accidental loss from various perils, with exclusions for mechanical breakdown, theft by someone in lawful possession, and losses incurred while under the influence of drugs or alcohol. Additional agreements include covering general average and salvage charges, waiving subrogation under certain conditions, and reimbursement for rental expenses following a theft. The policy applies only within Canada and the United States, requiring consent from the owner for indemnity, and excludes coverage for garage personnel engaged in business activities.

Coverage extends to individuals residing with the insured, allowing use of a substitute automobile temporarily when the described automobile is unavailable. If multiple automobiles are insured, each is treated as a separate policy regarding liability limits. The insured must promptly notify the insurer of any material changes in risk and is prohibited from operating the automobile under certain conditions. In the event of an accident, timely notice and cooperation with the insurer are required.

For loss or damage to the automobile, the insured must notify the insurer, protect the vehicle from further damage, and submit a statutory declaration detailing the incident. The insurer is liable only for the actual cash value of the automobile at the time of loss, and repairs or replacements may be conducted by the insurer. Disputes regarding repairs or loss amounts must be resolved through a specified process before recovery can occur, with the insurer obligated to pay claims within 60 days

of receiving proof of loss.

The policy outlines conditions regarding claims, termination, and notice procedures. Notice of claim can be submitted by the insured's agent if the insured is unable to provide it. The contract may be terminated by the insurer with 15 days' notice via recorded mail or 5 days' notice if delivered personally, or by the insured at any time upon request. Upon termination, the insurer must refund the excess premium paid over the prorated premium for the time expired, ensuring compliance with minimum retained premium requirements. Written notices to the insurer can be delivered or sent by recorded mail, while notices to the insured can be delivered personally or sent by recorded mail to their latest notified postal address.