Automobile and Legislative Changes

January 2024

What has changed?

Changes to legislation have impacted content in a variety of textbooks. Three provinces have moved to direct compensation systems of insurance (Newfoundland and Labrador in 2020, British Columbia in 2021, and Alberta in 2022). Manitoba legislated a new minimum limit of $500,000 for third-party liability. Alberta and Ontario have changed statutory condition requirements regarding notice of termination and have introduced the choice to opt out of DCPD coverage. Some provinces have updated their ridesharing requirements.

This addendum reflects the above changes as well as others since the publication of the affected textbooks. (Note: this January 2024 document replaces the September 2023 version.)

How does this affect me?

At present, some Insurance Institute of Canada textbooks describe the automobile insurance situation as it was before these changes came into effect, or only describes some of them. As part of our scheduled product review and update cycle, this information will be revised in the next couple of years to reflect all these changes.

Affected textbooks are listed in the table below.

Textbook	Edition Date
Alberta General Level One Licensing Manual	2022
Alberta Automobile Insurance Licensing Supplement	2022
Atlantic Canada Automobile Insurance Licensing Supplement	2016
Ontario Automobile Insurance Licensing Supplement	2020
Saskatchewan Automobile Licensing: Restricted Agent	2017
C11: Principles and Practice of Insurance	2021
C14: Automobile Insurance—Part 1 (Alberta)	2022
C14: Automobile Insurance—Part 1 (Manitoba)	2021
C14: Automobile Insurance—Part 1 (Ontario)	2023
C14: Automobile Insurance—Part 1 (Quebec)	2021
C14: Automobile Insurance—Part 1 (Saskatchewan)	2021
C48: Automobile Insurance—Part 2	2022
C81: General Insurance Essentials—Part 1	2020
C82: General Insurance Essentials—Part 2	2020
C110: Essentials of Loss Adjusting	2023
C111: Advanced Loss Adjusting	2019
C121: Advanced Underwriting	2019
C130: Essential Skills for the Insurance Broker and Agent	2023
C131: Advanced Skills for the Insurance Broker and Agent	2019

List of changes to each text

Attached is a complete list of changes to each text (study, page, and content update). These changes are also posted at https://www.insuranceinstitute.ca/en/cip-fcip-designations/cip/program-courses/Texts-SRGs-Addenda and within each text's online tutorial.

Automobile and Legislative Changes

January 2024

Study #	Page #	Content Change
Alberta General Level One Licensing Manual (2022 edition)		
4	50	Change the first sentence on the page to "The insured's mailing address is critical to an application. Without it the insurer cannot give notice of cancellation by recorded mail, which restricts the insurer's ability to cancel the policy. Recorded mail is provided by any type of courier service requiring receipt of the document to be acknowledged in writing."
4	65	In the third-last paragraph, change "registered mail" to "recorded mail."
Alberta Automobile Insurance Licensing Supplement (2022 edition)		
1	6	Insert the following at the end of the paragraph beside the bullet point at the bottom of the page: "DCPD is mandatory in Alberta but insureds can select to have an optional endorsement attached to their policy to delete this coverage."
2	18	Insert the following after the bulleted list: In Alberta, insureds can select to have an optional endorsement attached to their policy to delete this coverage. This change was proposed as a premium-savings measure for insureds who wish to repair their own vehicles that are damaged in accidents where they are not at fault. In these cases, insureds will assume the risk and the consequences—they will keep their premiums at a lower cost by not paying for DCPD coverage, but they must cover the cost of repairing their vehicle damaged in a collision caused by another driver. Insureds will also have to pay the cost of renting a replacement vehicle while their vehicle is being repaired (this is typically compensated under DCPD when the insured is not at fault for a collision). If an insurer becomes aware that a vehicle named in a policy it has issued has sustained damage and is not being repaired under DCPD, the insurer may require the insured to provide proof that the damage has been repaired.
2	20	Change the second sentence under the heading Deductibles Under DCPD to "The deductible under DCPD coverage is typically $0, but an insured may choose to have a deductible amount that will lower the premium and apply against a not-at-fault loss."
8	13	In the section Deductibles (AB-SEF 26 and AB-SEF40), change all instances of "AB-SEF 26" to "AB-SEF 26A."
8	17	Insert the following above the Summary: **Deleting DCPD Coverage** The DCPD deletion endorsement (AB-SEF 49A) allows the insured to delete DCPD coverage from the owner's policy (SPF 1), garage policy (SPF 4), and transportation network policy (SPF 9). (There is also a blanket basis DCPD deletion endorsement [AB-SEF 49B] for use with commercial policies offering blanket coverage.) This endorsement is optional for insurers to offer. It removes the premium for DCPD coverage, so insureds involved in a not-at-fault collision cannot claim for vehicle damage, contents, or loss of use. Insurers who offer the DCPD deletion endorsement will not offer collision coverage along with it. The insured must sign this endorsement and acknowledge the warning that, to the degree that the insured is not at fault for an accident, they will not be compensated

		• for loss of or damage to the automobile, its equipment, and its contents; • for loss of use of the automobile, equipment, and its contents; or • by anyone who is at fault for causing the damage or their insurance company. The warning also explains that not being compensated means the insured will not be paid for any loss or damage, including repair costs, the value of the automobile, the loss of use of the automobile, a replacement for the automobile, and loss or damage to any of the automobile's contents. If the insured changes their mind and wishes to reinstate DCPD coverage, they may do so at any time during the policy period by contacting their insurer (or agent or broker) and paying the adjusted premium for the coverage for the remainder of the policy period.
10	7	Replace the last sentence in the Excluding Attached Machinery section with the following: The Excluding Attached Machinery, Apparatus, or Equipment Exclusion Endorsement (AB-SEF 30A) excludes Section A.1 (Direct Compensation for Property Damage) and Section C (physical damage) coverage for any such attached machinery. This exposure for such equipment is covered by a property insurance policy.
10	9	Delete the section Exclusion of Damage to Attached Machinery.
10	9	Insert the following after the Additional Insured section: **Extension of Notice Period for Termination** Some insurers will amend the statutory condition extending the number of days' notice that must be provided for termination. This is usually requested by the insured or the broker when the risk is very large and complex, where underwriting of the risk could take time. Usually termination notice is 60, 90, or even as long as 120 days. However, this extended notice usually has an exclusion that notice does not apply in the case of non-payment of the premium to protect the insurer from potential unpaid premiums due to long notice periods. In Alberta, there are standard, regulator-approved endorsements for extending the notice period: Extension of Termination Notice Period (For other than Non-Payment of Premium or Misrepresentation) Endorsement (AB-SEF 45A) and the Extension of Termination Notice Period (Other than for Misrepresentation) Endorsement (AB-SEF 45B).
10	14	Add the following bullet to end of the list: • Coverage is restricted for partners, officers, or employees to apply only to a vehicle that is personally driven by classes of specified employees set out in the application for insurance.
10	17	Insert the following after the Accident Benefits section: **Direct Compensation for Property Damage** Coverage is provided to pay the cost of damage to an automobile, its equipment, and its contents and for loss of use for which another person would be liable. It applies to an automobile • owned by the insured, provided it is not excluded; • not owned by the insured, provided that

		◦ the automobile is in the insured's care, custody, or control; • the automobile is not being used for an excluded use specified under the policy, and is not an excluded automobile under the policy; and • the automobile is not insured under another motor vehicle liability policy. In Alberta, this coverage is provided under Section A.1—Direct Compensation for Property Damage in the garage policy form.
Atlantic Canada Automobile Insurance Licensing Supplement (2016 edition)		
2	10	In the Priorities of Payment table, change Manitoba to Bodily Injury: $450,000 and Property Damage: $50,000.
6	8	Change the first sentence of the first paragraph in the Ridesharing and Automobile Insurance section to "In Ontario, regulations refer to the use of private vehicles for hire that use an online-enabled application or system as 'ridesharing services.'"
6	9	In the paragraph in the Insurance for Ridesharing Drivers section, change "(such as Alberta's SEF 6)" to "(SEF 6A)."
6	10	Change the first sentence in the Ridesharing Endorsement section to "In 2016, a major Canadian insurer launched a ridesharing endorsement in Ontario; since then, a few other insurers have launched their own versions."
6	11–12	Replace the entire Provincial Regulations for Ridesharing section with the following: **Provincial Regulations for Ridesharing in the Atlantic Provinces** Rather than putting the onus on individual vehicle owners, New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island require transportation network companies (TNCs) to ensure their ridesharing drivers are properly covered. The insurance regulators of each of these provinces have approved their own versions of the standard automobile form (transportation networks– SPF 9). This policy is used to insure an entire TNC, such as Uber. It automatically covers all drivers contracted with the TNC while engaged in ridesharing activities for accident benefits, direct compensation–property damage (DCPD) coverage, third-party liability coverage, uninsured automobile coverage, and optional physical damage coverage (if purchased). Individual vehicle owners are obliged to notify their personal insurance company if they are a TNC driver. Insurers may charge an additional premium, but insurers are not required to insure ridesharing drivers.
9	5	Replace the two paragraphs in the Plan of Operation section to the following: The operations of the Association are conducted in accordance with the Plan of Operation approved by the members and by regulatory authorities. Every insurer licensed to write automobile liability insurance in any jurisdiction the Facility Association serves is required by law to become a member and remain a member of the Association. Insurers share in the operations of the Association based on their market share of automobile business in the jurisdictions where the Association operates. The underwriting and claims functions are provided by a limited number of designated members (servicing carriers) who are compensated by operating and service fees.
9	8	Insert after the fifth paragraph: Newfoundland and Labrador's pool allows insurers who are pool members to cede "grey" policies to the pool. In these cases, risks may meet insurers' underwriting guidelines, but may

		still have elements that make it appear more likely from an underwriting standpoint that these risks will suffer a loss.
9	8	Add "Newfoundland and Labrador" to the list of provinces in the first sentence, and add it again after "New Brunswick" in the second-last sentence.
Ontario Automobile Insurance Licensing Supplement (2020 edition)		
2	10	Replace the second paragraph at the top of the page with the following: No drivers who hold a valid driver's licence can be refused insurance for a private passenger automobile, since it is required by law. But if drivers are considered high risks, they will have to pay substantially higher premiums. This is mandated by Ontario's *Insurance Act* under the following sections and is often referred to as the "take-all-comers rule": • Section 237 prohibits insurers from declining to issue, from terminating, or from refusing to renew an auto policy or endorsement on any prohibited grounds set out in the regulations • Section 238 prohibits insurers from declining to issue, from terminating, or from refusing to renew an auto policy or endorsement, except on grounds filed with the Financial Services Regulatory Authority (FSRA) This practice is also supported by FSRA's Unfair or Deceptive Acts or Practices (UDAP) Rule, which protects consumers by empowering FSRA to supervise insurer conduct toward consumers. The rule clearly defines unfair or harmful outcomes from insurer actions.
2	11	Insert the following at the end of the last bullet point at the bottom of the page: "(Effective January 2024, insureds can select to have an optional endorsement attached to their Ontario owner's policy to delete direct compensation–property damage coverage from the insured automobile. The endorsement also effectively removes collision or upset coverage from the insured automobile.)"
3	5	In the Described Automobile section, insert the following at the end of the fourth bullet point: "(unless the insured has elected to delete this coverage for the described automobile under the OAP 1)"
3	17	In the first paragraph, add the following provinces to the second sentence: "New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island."
4	5	In the Minimum Limits table, change Manitoba to $500,000.
4	6	In the Priorities of Payment table, change Manitoba to the following: • Bodily Injury: $450,000 • Property Damage: $50,000 • Total: $500,000
4	11	Replace the third paragraph in the section Non-economic Loss with "In Ontario, lawsuits are only allowed against protected persons (vehicle owners, vehicle occupants, persons at the accident scene) for health-care expenses, costs of future care, or non-economic damages if claimants die or if they suffer impairments that result in …"
5	17	In the Accidents Outside of Ontario section, revise the last sentence to "This type of agreement is known as a reciprocal agreement, and when it is in place between two provinces, they will follow the rules as laid out in the agreement."

7	5	Delete Exhibit—Tort and No-Fault Property Damage Coverage Across Canada.
7	8	Insert the following after the last paragraph (before Learning Objective 2 begins): **Option to Elect Not to Recover from DCPD** Since January 1, 2024, the insured has the option to elect not to recover damages for the described automobile under the direct compensation–property damage coverage of their OAP 1 using the OPCF 49 endorsement, “Agreement Not to Recover for Loss or Damage from an Automobile Collision (for Ontario Automobile Policy OAP 1)”. To delete the coverage, the insured must provide written confirmation to their insurer. This optional endorsement to the OAP 1 was introduced to provide more choice to consumers, and it must be offered by insurers. It is a premium-savings measure for insureds who wish to repair their own vehicles that are damaged in accidents in which they are not at fault. In these cases, insureds will assume the risk and the consequences—they will keep their premiums at a lower cost by not paying for DCPD coverage, but they must cover the cost of repairing their vehicles damaged in collisions caused by other drivers. Insureds will also have to pay the cost of renting a replacement vehicle while their vehicle is being repaired (this is typically compensated under DCPD when the insured is not at fault for a collision). Insureds will also not be covered for loss or damage to any of the vehicle’s contents or for towing and storage costs associated with removing the vehicle from the scene of the collision. Also, if insureds choose to opt out of DCPD coverage on the described vehicle through the OPCF 49 endorsement, they will not be eligible to purchase collision or upset coverage. The OPCF 49 effectively removes all coverage for loss or damage to the described automobile in the case of a collision (see Example—Effect of OPCF 49). However, comprehensive coverage can still be purchased. **Example—Effect of OPCF 49** Steven, the insured, is driving his vehicle when he is hit from behind. Steven’s vehicle is damaged and requires repair, and he will need a replacement vehicle while the repairs are being done. Even though Steven is not at fault, his insurance will not cover this or help with the loss because he opted out of DCPD coverage with the OPCF 49 endorsement. Steven must arrange for the repairs and a rental vehicle, all at his own effort and expense. He cannot claim reimbursement from the driver or owner of the vehicle that hit his vehicle, or from their insurer. If the described automobile is leased or financed, the leasing or financing company may not allow the insured to add the OPCF 49 endorsement; it may be a breach of the leasing or financing agreement. If an insurer becomes aware that a vehicle named in a policy it has issued has sustained damage and is not being repaired under DCPD, the insurer may require the insured to

		provide proof (such as photographs, an inspection, or a declaration) that the damage has been repaired. Proof may also be required by the insurer if an insured requests to reinstate DCPD coverage (in other words, requests to remove the OPCF 49 endorsement) for the described automobile in a midterm policy transaction. The insured must agree to the adjusted premium.
7	14	In the second paragraph of the Summary, insert the following after the second sentence: "The insured may elect not to recover damages under direct compensation–property damage for the described automobile if they provide written confirmation of this election to their insurer."
9	9	Change the second sub-bullet and add a third sub-bullet as follows: • Giving 5 days' written notice if hand delivered or delivered by prepaid courier if there is a record by the person who delivered it that the notice has been sent. A receipt as proof of delivery should be obtained. • Giving notice by electronic means if the insured consents to delivery by electronic means.
9	10	Change the second sentence in the paragraph under the bulleted list to "These conditions provide for, among other things, a notice period of 30 days for notice sent by registered mail, or 10 days if hand-delivered, sent by prepaid courier if there is a record by the person who has delivered it that the notice has been sent, or electronic means if the insured consents to delivery by electronic means."
9	10	In the paragraph above the Notice section, change "registered letter" to "letter" throughout; in the first sentence, add "or courier" after "post office."
9	10	Replace the last sentence in the paragraph in the Notice section with the following: • Written notice to the insurer may be delivered or sent by registered mail to the head office or chief agency of the insurer in the province or territory or sent by electronic means. • Written notice to the insured may be personally delivered, sent by registered mail or prepaid courier (with appropriate delivery record with the letter addressed to the insured at the last known postal address as notified to the insurer), or sent by electronic means if the insured consents to notice delivery by electronic means.
10	4	In the example, change Alberta's "SEF No. 16" to "AB-SEF No. 16."
11	3, 4, 5	Replace the entire Ontario Insurance Regulatory Authority section (and exhibit) with the following: In Canada, automobile insurance falls under the jurisdiction of provincial and territorial governments. In Ontario, it came under the jurisdiction of the Financial Services Regulatory Authority of Ontario (FSRA). The powers and duties that previously fell under the superintendent of insurance for Ontario were vested in the chief executive officer of FSRA at that time.

FSRA is an independent regulatory agency created to improve consumer and pension plan beneficiary protections in Ontario. It has the following objectives for the financial services sectors:

- Promote high standards of business conduct
- Foster a sustainable, competitive financial services sector
- Respond to market changes quickly
- Promote good administration of insurance and pension plans
- Encourage innovation

The *Financial Services Regulatory Authority of Ontario Act* established FSRA and sets out its powers in administering and enforcing the *FSRA Act*. FSRA regulates the following sectors (which are referred to in the *FSRA Act* as "regulated sectors") and administers the statutes associated with regulating these sectors (see Exhibit—Statutes Administered by FSRA):

- Property and casualty insurance
- Life and health insurance
- Credit unions and caisses populaires
- Loan and trust companies
- Mortgage brokers
- Health service providers (related to auto insurance)
- Pension plan administrators

Exhibit
Statutes Administered by FSRA

Auto Insurance Rate Stabilization Act, 2003	*Insurance Act*
Building Ontario Up Act (Budget Measures), 2015	*Loan and Trust Corporations Act*
Compulsory Automobile Insurance Act	*Mortgage Brokerages, Lenders and Administrators Act, 2006*
Co-operative Corporations Act	*Motor Vehicle Accident Claims Act*
Credit Unions and Caisses Populaires Act	*Pension Benefits Act*
Financial Professionals Title Protection Act	*Prepaid Hospital and Medical Services Act*
Financial Services Regulatory Authority of Ontario Act	*Registered Insurance Brokers Act*

11	5, 6, 7	Replace the section Unfair or Deceptive Acts and Practices and Misconduct with the following: The Financial Services Regulatory Authority has powers to investigate and to call for information. The Ontario *Insurance Act* states that the chief executive officer (CEO) of FSRA (or a person designated) may direct to an insurer any inquiry related to the contracts,

financial affairs, or the acts and practices of the insurer, and the insurer shall answer promptly, explicitly, and completely.

The CEO (or a person designated) may at any reasonable time examine the books, securities, documents, and things related to the business of an insurer, agent, or adjuster.

Persons who are licensed under the Act, officers and agents of an insurer, and the chief agent of an insurer that has its head office outside of Ontario shall, on request, furnish the CEO (or a person designated) with full information relating to the following:

- Any contract of insurance issued by an insurer
- Any settlement or adjustment under a contract of insurance
- Any activities related to the business of insurance

An insured person shall, on request, furnish the CEO (or person designated) with full information relating to any contract of insurance issued to the insured person or to any settlement or adjustment affecting the insured person under a contract of insurance.

Brokers are regulated under the Ontario *Registered Insurance Brokers Act* and its accompanying *Regulations* , which prescribe proper conduct and practices to protect consumers and provide for penalties when they are contravened. The Registered Insurance Brokers of Ontario (RIBO) must report annually to the CEO of FSRA and provide any information requested.

FSRA's Unfair or Deceptive Acts or Practices (UDAP) Rule protects consumers by empowering FSRA to supervise insurer conduct toward consumers and clearly define unfair and harmful outcomes. A regulation made to accompany Ontario's *Insurance Act* previously supported this, but the UDAP Rule has replaced it to support Ontario's shift to "principles-based" regulation of its insurance industry. The UDAP Rule covers the following:

- Unfair or deceptive acts or practices
- Non-compliance with the law
- Unfair discrimination
- Unfair claims practices
- Fraudulent or abusive conduct related to goods and services provided to a claimant
- Incentives
- Misrepresentation
- Prohibited conduct in automobile insurance quotations, applications, and renewals
- Affiliated insurers

Some actions or inactions the UDAP Rule states are unfair practices in automobile insurance include the following:

- Varying formal or informal processes and procedures to make it more difficult for certain persons to interact with an insurer, broker, or agent to discourage or delay those persons from applying for, renewing, or obtaining automobile insurance

		• Using credit information or a prohibited rating factor • Asking or requiring a person to provide consent to the collection, use, or disclosure of any credit information for any purpose other than deciding to provide premium financing • Applying any other information in a subjective or arbitrary manner or a manner that does not relate to the risk assumed or to be assumed by the insurer • Misclassifying a person or vehicle under the risk classification system used by an insurer or that an insurer is required by law to use • Making the issuance or variation of an automobile insurance policy conditional on an insured having or purchasing another insurance policy When an applicant requests an automobile insurance quotation, the insurer approached must provide the lowest rate it makes available, taking into consideration all of the circumstances related to the application. Where the insurer is affiliated with other insurers or has other means of distribution, the insurer must provide the lowest rate available from any of those affiliated insurers. In an effort to evolve and modernize insurance rating practices in Ontario, FSRA has passed some changes to create regulatory flexibility. CEOs of insurers can apply for exemptions from FSRA for using non-standard forms and non-standard documents for accident benefits, use of agents, and permission to use some actions regarding premiums, quotations, and rebates (among other things) that would be otherwise prohibited under the UDAP Rule. The Ontario *Insurance Act* (Section 439) states that *no person shall engage in any unfair or deceptive act or practice* , which is any activity or failure to act as described in the UDAP Rule. If the CEO of FSRA thinks any persons are doing so, the *Insurance Act* (Section 440) authorizes the CEO to notify and order them to do any of the following: • Cease or refrain from doing any act or pursuing any identified course of conduct • Cease engaging in the business of insurance or any specified aspect of the business of insurance • Perform such acts as deemed necessary to remedy the situation A person found to have committed an unfair or deceptive act as defined in the UDAP Rule has a limited time to request a hearing, by written notice to the CEO of FSRA. "Person" is defined to include individuals, associations, and corporate entities.
11	10, 16	Replace any mention of "superintendent" with "chief executive officer of FSRA."
Saskatchewan Automobile Licensing: Restricted Agent (2017 edition)		
2	4	Change the second sentence in the paragraph under the bulleted list to "Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Prince Edward Island, Ontario, and Saskatchewan also implemented no-fault plans, with no two plans exactly alike."
2	5	Under the Tort-based Systems heading: • Revise the first sentence to "Northwest Territories, Nunavut, and Yukon all have tort-based systems of automobile insurance (without direct compensation for property damage) operated entirely by private sector insurance companies." • Delete "British Columbia also has a tort-based system, but the mandatory coverages are provided by ICBC, while optional coverages are provided by ICBC and private insurers."

C11: Principles and Practice of Insurance (2021 edition)		
5	11	Change the first two sentences of the second-last paragraph to the following: The termination conditions state that the insurer can cancel only by giving a set number of days' notice in writing (by the methods specified in legislation) and returning **pro rata** premium. While at one time legislation in all Canadian jurisdictions required notice by registered mail or hand delivery, these requirements are evolving. Ontario now allows notice by personal delivery or prepaid courier if there is a record by the person who delivered it that the notice has been sent. Ontario also allows automobile insurance termination by electronic means if the insured consents to delivery by electronic means. Alberta allows notice by recorded mail, which is provided by any type of courier service requiring receipt of the document to be acknowledged in writing.
8	8	Change the first sentence in the third-last paragraph to "The insured's mailing address is critical to an application. Without it the insurer cannot give written notice of cancellation by registered mail (or recorded mail or prepaid courier where allowed), which restricts the insurer's ability to cancel the policy."
C14: Automobile Insurance—Part 1, Alberta (2022 edition)		
2	14	Add the following two paragraphs after the bulleted list: In Alberta, insureds can select to have an optional endorsement attached to their policy to delete this coverage. This change was proposed as a premium-savings measure for insureds who wish to repair their own vehicles that are damaged in accidents where they are not at fault. In these cases, insureds will assume the risk and the consequences—they will keep their premiums at a lower cost by not paying for DCPD coverage, but they must cover the cost of repairing their vehicle damaged in a collision caused by another driver. Insureds will also have to pay the cost of renting a replacement vehicle while their vehicle is being repaired (this is typically compensated under DCPD when the insured is not at fault for a collision). If an insurer becomes aware that a vehicle named in a policy it has issued has sustained damage and is not being repaired under DCPD, the insurer may require the insured to provide proof that the damage has been repaired. Add to the beginning of the fourth paragraph from the bottom of the page: Under DCPD, the insured is then entitled to recover…
6	9	Add a new bullet to the list in the Coverages section: • Direct compensation for property damage (DCPD) coverage—Provides compensation under insureds' own policies for damage to automobiles and their contents caused by other motorists (insureds can purchase an optional endorsement to delete this coverage).
10	6	In the exhibit, • Change "AB-SEF 26" to "AB-SEF 26A" • Add a new bottom row: "AB-SEF 49: DCPD Deletion"
10	10	In the Introduction, add the following last bullet: Deleting direct compensation for property damage (DCPD) coverage
10	14	Insert the following section after the Additional Coverage for Named Person(s) section: **Deleting DCPD Coverage**

		The DCPD deletion endorsement (AB-SEF 49A) allows the insured to delete DCPD coverage from the owner's policy (SPF 1), garage policy (SPF 4), and transportation network policy (SPF 9). (There is also a blanket basis DCPD deletion endorsement [AB-SEF 49B] for use with commercial policies offering blanket coverage.) This endorsement is optional for insurers to offer. It removes the premium for DCPD coverage, so insureds involved in a not-at-fault collision cannot claim for vehicle damage, contents, or loss of use. Insurers who offer the DCPD deletion endorsement will not offer collision coverage along with it. The insured must sign this endorsement and acknowledge the warning that, to the degree that the insured is not at fault for an accident, they will not be compensated • for loss of or damage to the automobile, its equipment, and its contents; • for loss of use of the automobile, equipment, and its contents; or • by anyone who is at fault for causing the damage or their insurance company. The warning also explains that not being compensated means the insured will not be paid for any loss or damage, including repair costs, the value of the automobile, the loss of use of the automobile, a replacement for the automobile, and loss or damage to any of the automobile's contents. If the insured changes their mind and wishes to reinstate DCPD coverage, they may do so at any time during the policy period by contacting their insurer (or agent or broker) and paying the adjusted premium for the coverage for the remainder of the policy period.
12	4	In the exhibit column for Alberta, Nova Scotia, New Brunswick, and Prince Edward Island, add the following to the entry for direct compensation–property damage: "(in Alberta, compulsory by default but insureds can opt out)" In the Ontario column, in the entry for direct compensation–property damage, add "(compulsory by default but insureds can opt out starting in 2024)"
12	6	In the list at the bottom of the page, replace the third bullet with the following: • Direct compensation–property damage (in New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island; compulsory by default in Ontario, but insureds can opt out); direct compensation for property damage in Alberta (compulsory by default but insureds can opt out), and basic vehicle damage coverage (BVDC) in British Columbia
C14: Automobile Insurance—Part 1, Manitoba (2021 edition)		
1	6	In the paragraph under the heading Standard Policy Forms, change "one extra form used in Quebec only" to "one different form used in Quebec only."
1	6	In the QPF 5 bullet point, delete "(up to 84 months)."
1	7	In the SPF 9 bullet point, remove Quebec and add New Brunswick and Newfoundland and Labrador in the list of provinces.
1	8	Change the third sentence under the Motor Vehicle Liability Insurance Cards section to "However, the requirement across *most* of Canada and the United States for them to be pink no longer exists."
2	2, 6	Change Learning Objective 2 to "Explain how claims for vehicle damage caused to a third party are compensated under third-party liability coverage."

2	3	In the Introduction at the bottom of the page, change point 2 to "Direct compensation systems."
2	5	Change the first sentence in the second paragraph of Example—Automobile Claim in a Direct Compensation System to "If Lise has purchased own damage coverage, it will pay for the remaining $1,500 of damage, subject to any applicable deductible, based on the proportion for which Lise is at fault."
2	11	Add these points to the beginning of the bulleted list under the Forfeiture of Claims section: • someone was driving while under the influence of intoxicating liquor or drugs; • someone was driving while in a condition for which they are convicted of an offence under the *Criminal Code*;
2	14	Add these points to the beginning of the bulleted list under the Driving Limitations section: • If the insured or other person is under the influence of intoxicating liquor or drugs • If the insured or other person is in a condition for which they are convicted under the *Criminal Code*
2	17	Change the first three sentences in the paragraph in the Direct Compensation section to "In Canada, many jurisdictions have a form of direct compensation coverage for vehicle damage. In Ontario, Prince Edward Island, New Brunswick, Newfoundland and Labrador, and Nova Scotia, it is provided through direct compensation–property damage coverage (DCPD). In Alberta, it is provided through direct compensation for property damage (DCPD). British Columbia has a direct compensation system using basic vehicle damage coverage and Quebec has direct compensation through the direct compensation agreement (DCA). Under these systems, insureds deal with their own insurers for claims for damage to their own vehicles."
2	19	Replace the paragraph under Example—Subrogation with "In provinces with DCPD, the right of **subrogation** is removed or limited by legislation. This means the insurer that pays the DCPD claim cannot use subrogation to recover the amounts paid for the claim from other insurer(s) that are signatories to the DCPD agreement, except as permitted by the regulations. In Alberta and Ontario, it is permitted as follows:"
2	20	Replace the last paragraph with "Provinces with DCPD use fault determination rules to determine responsibility for automobile physical damage. Quebec uses a similar approach with the driver's fault chart. Each province has its own version of the rules defined in the regulations that accompany the province's *Insurance Act*. Fault determination rules are not used in British Columbia; basic vehicle damage coverage (BVDC) is mandatory and the Insurance Corporation of British Columbia is the sole provider and determines fault accordingly. Exhibit—Fault Determination Rule for Collision While Entering Roadway from Parking Place or Driveway shows how the rules determine fault for a given situation. The fault determination rules for various jurisdictions allocate fault similarly in this situation, but there could be some variation in fault determination for other situations. The claims handler will consult the rules for the province or territory where the accident/claim occurs to determine fault. The principle of how the rules work is the same."
2	21	Replace the first paragraph under the example boxes with "Before direct compensation rules take effect, there must be at least two automobiles insured by an automobile policy issued by an insurer licensed in the jurisdiction with DCPD where the accident occurs (or an insurer that has filed an undertaking with the insurance regulator of that jurisdiction to be bound by DCPD). If a driver is charged with specific types of driving offences or the loss involves an

		automobile and other property (such as a building or bridge), the fault determination rules do not apply and fault is determined based on the ordinary rules of law.”
2	21	Add this sentence to the end of the second-last paragraph: “In provinces where the transportation network policy (SPF 9) extends DCPD coverage in ridesharing scenarios, coverage for contents being carried for reward is also excluded.”
2	22	Update the exhibit as follows: • Change the title to “Fault Determination Rule for Collision While Entering Roadway from Parking Place or Driveway” • Delete “R.R.O. 1990, Reg. 668, s. 7(1)” in point 1. • Change the source reference to “Adapted from *Fault Determination Rules,* R.R.O. 1990, Reg 668, s. 7(2) and 7(3); *Direct Compensation for Property Damage Regulation, Alta Reg* 132/2021, s. 9(1), 9(2), and 9(3); and *Fault Determination Regulation, NB Reg* 2004-141, s. 9(1), 9(2), and 9(3).
4	4–5	Replace all the content of the section Coverage Available Under Autopac with the following: There are differences in Autopac coverage for accidents caused by uninsured motorists or unidentified drivers. **Uninsured Motorist** In Manitoba, uninsured motorist coverage applies when an at-fault driver (fully or partially) of an uninsured motor vehicle causes damage to property in an accident in Manitoba. The innocent third party who suffers the property damage may make a claim against MPI for any uninsured portion of their loss. To claim under this coverage, insureds must be legally entitled to recover a loss from the uninsured. This means that the uninsured must be partially or fully at fault. Coverage available under Autopac for accidents caused by uninsured or unidentified motorists is different for bodily injury (and death) or property damage. **Unidentified Drivers** Insureds whose vehicles have been involved in a collision with an unidentified driver (“hit-and-run” losses) must report the incident to MPI and the local police authority. The procedure will vary depending on the location where the loss occurred. When an unidentified motorist is responsible for the loss, the claim is paid from the vehicle's first-party (own damage) coverage. If the unidentified driver is less than 50 percent responsible for the accident based on the loss details provided, the claim is subject to the deductible but no Driver Safety Rating (DSR) impact is applied. Insureds are responsible for paying the uninsured portion of their loss in unidentified driver claims; the uninsured portion is usually the deductible on the policy. However, if they can identify the person who was responsible for causing the damage, they may be able to recover their uninsured portions. For damage caused by stolen vehicles, insureds may be reimbursed for their deductible if MPI can determine the thief’s identity and the thief does not dispute fault for the collision. See Example—Damage Caused by an Unidentified Driver.

		<Keep Example—Damage Caused by an Unidentified Driver. Delete Example—Priority of Payments for Uninsured Motorist Claims>
4	6	Add to the end of the first paragraph in the section MPI Rights After Paying an Uninsured Motorist Claim: However, there is no recovery of PIPP benefits paid for losses caused by uninsured motorists who are residents of Manitoba.
7	13	Change the third bullet from the top of the page to "Manitoba—the Public Utilities Board"
9	13	In the second paragraph, change "SEF 6" to "AB-SEF 6."
9	14	Replace the last paragraph with "Alberta's policy is used to insure an entire TNC, such as Uber. Any TNC operating in Alberta must ensure that all vehicles that provide ridesharing using its app are insured. TNC insurance can be arranged using an SPF 9, or the vehicle owners can purchase an SPF 1 plus a public passenger vehicles endorsement (AB-SEF 6C), which is a form of commercial insurance. Individual vehicle owners are obliged to notify their personal insurance company if they are a TNC driver. Insurers may charge an additional premium, but insurers are not required to insure ridesharing drivers."
9	15	At the bottom of the page, add Newfoundland and Labrador to the title "New Brunswick, Nova Scotia, and Prince Edward Island"; add Newfoundland and Labrador to the list of provinces in the first sentence.
9	16	Replace the section on Quebec with the following: In Quebec, taxi and urban carpooling services must be administered by sponsors, such as a cooperative of taxi owners or a service provider through a mobile application. Drivers offering taxi and carpooling services do not need a specific licence plate registration. The QEF 48 (remunerated passenger transportation by automobile endorsement) can be used by Quebec insurers to provide coverage starting when the registered driver makes him- or herself available to provide remunerated transportation (Phase 1) and ending when the passenger gets out of the vehicle (Phase 3).
10	4	Change the second sentence in the paragraph above the Example to "In other provinces and territories, they may be called standard endorsement forms (SEFs) and may have a prefix added to reflect the province or territory, such as in Alberta (AB-SEF)."
10	4	In the first bullet point of the Example, change "SEF No. 16" to "AB-SEF No. 16."
11	5	Replace the section The *Limitation of Actions Act* with the following: **The *Limitations Act*** The *Limitations Act* was passed by the Manitoba government in 2021 and will come into force in 2022. It fixes the time within which a plaintiff must commence legal action against a defendant. If the action is not commenced within that time, the plaintiff's rights are barred—the plaintiff can no longer file a lawsuit because time has run out. The *Limitations Act* creates a standard two-year limitation period, which means the time limit for motor vehicle claims in Manitoba is two years. There are exceptions with respect to children, people with disabilities, or people considered mentally incompetent. The *Limitations Act* also creates an ultimate 15-year limitation period.

12	4	In the exhibit, make the following changes: • Delete the first row (Legal Type). • Move Alberta to the same column as Nova Scotia, New Brunswick, and Prince Edward Island; add “(in Alberta, compulsory by default but insureds can opt out)” to the entry for direct compensation–property damage; change the third-party liability entry in the last row to “AB/NB/PEI: $200,000.” • In the Ontario column, in the entry for direct compensation–property damage, add “(compulsory by default but insureds can opt out starting in 2024).”
12	6	In the list at the bottom of the page, replace the third bullet with the following: • Direct compensation–property damage (in New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island; compulsory by default in Ontario, but insureds can opt out); direct compensation for property damage in Alberta (compulsory by default but insureds can opt out), and basic vehicle damage coverage (BVDC) in British Columbia
12	12	Change the second sentence at the top of the page to “In jurisdictions with full tort systems, the at-fault party is responsible for paying for the damage he or she causes to another person’s property due to his or her negligent operation of the automobile.”
12	12	Add Alberta to the list of provinces in the first sentence under the Exhibit.
12	14	Replace the first paragraph in the section Tort Systems with “Northwest Territories, Nunavut, and Yukon have tort systems of automobile insurance operated entirely by private-sector insurance companies. (Alberta has direct compensation for property damage, but tort for other kinds of damage.) Tort-based systems compensate persons based on fault and provide victims with access to the civil justice system to recover damages.”
12	21	In the second paragraph of the Summary, add Alberta to the list of provinces in the first sentence and remove Alberta from the list of territories in the fourth sentence.
C14: Automobile Insurance—Part 1, Ontario (2023 edition)		
2	5	Insert the following after the final bullet point at the bottom of the page: **Option to Elect Not to Recover from DCPD** Since January 1, 2024, the insured has the option to elect not to recover damages for the described automobile under the direct compensation–property damage coverage of their OAP 1 using the OPCF 49 endorsement, “Agreement Not to Recover for Loss or Damage from an Automobile Collision (for Ontario Automobile Policy OAP 1)”. To delete the coverage, the insured must provide written confirmation to their insurer. This optional endorsement to the OAP 1 was introduced to provide more choice to consumers, and it must be offered by insurers. It is a premium-savings measure for insureds who wish to repair their own vehicles that are damaged in accidents in which they are not at fault. In these cases, insureds will assume the risk and the consequences—they will keep their premiums at a lower cost by not paying for DCPD coverage, but they must cover the cost of repairing their vehicles damaged in collisions caused by other drivers. Insureds will also have to pay the cost of renting a replacement vehicle while their vehicle is being repaired (this is typically compensated under DCPD when the insured is not at fault for

		a collision). Insureds will also not be covered for loss or damage to any of the vehicle's contents or for towing and storage costs associated with removing the vehicle from the scene of the collision. Also, if insureds choose to opt out of DCPD coverage on the described vehicle through the OPCF 49 endorsement, they will not be eligible to purchase collision or upset coverage. The OPCF 49 effectively removes all coverage for loss or damage to the described automobile in the case of a collision (see Example—Effect of OPCF 49). However, comprehensive coverage can still be purchased. **Example—Effect of OPCF 49** Steven, the insured, is driving his vehicle when he is hit from behind. Steven's vehicle is damaged and requires repair, and he will need a replacement vehicle while the repairs are being done. Even though Steven is not at fault, his insurance will not cover this or help with the loss because he opted out of DCPD coverage with the OPCF 49 endorsement. Steven must arrange for the repairs and a rental vehicle, all at his own effort and expense. He cannot claim reimbursement from the driver or owner of the vehicle that hit his vehicle, or from their insurer. If the described automobile is leased or financed, the leasing or financing company may not allow the insured to add the OPCF 49 endorsement; it may be a breach of the leasing or financing agreement. If an insurer becomes aware that a vehicle named in a policy it has issued has sustained damage and is not being repaired under DCPD, the insurer may require the insured to provide proof (such as photographs, an inspection, or a declaration) that the damage has been repaired. Proof may also be required by the insurer if an insured requests to reinstate DCPD coverage (in other words, requests to remove the OPCF 49 endorsement) for the described automobile in a midterm policy transaction. The insured must agree to the adjusted premium.
2	25	In the last paragraph of the Summary, insert the following after the third sentence: "The insured may elect not to recover damages under direct compensation–property damage for the described automobile if they provide written confirmation of this election to their insurer."
6	13	Insert the following at the end of the fourth bullet point in the first list: "(Effective January 2024, insureds can select to have an optional endorsement attached to their Ontario owner's policy to delete direct compensation–property damage coverage from the described automobile. The endorsement also effectively removes collision or upset coverage for the described automobile.)"
9	6	In the Described Automobile section, replace the fourth bullet point with the following: "Direct compensation–property damage (DCPD) (in provinces with direct compensation systems; in Alberta and Ontario, the insured can elect to delete this coverage for the described automobile)"
12	4	In the exhibit, make the following change:

		In the Alberta, Nova Scotia, New Brunswick, Prince Edward Island column, add to the entry for direct compensation–property damage: "(In Alberta, compulsory by default but insureds can opt out)"
12	7	In the list, replace the third bullet with the following: • Direct compensation–property damage (in New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island; compulsory by default in Ontario, but insureds can opt out); direct compensation for property damage in Alberta (compulsory by default but insureds can opt out), and basic vehicle damage coverage (BVDC) in British Columbia
C14: Automobile Insurance—Part 1, Quebec (2021 edition)		
1	7	In the bullet point for the SPF 9, add Newfoundland and Labrador to the list of provinces.
2	3	In the Introduction at the bottom of the page, change point 2 to "Direct compensation systems."
2	5	Change the first sentence in the second paragraph of Example—Automobile Claim in a Direct Compensation System to "If Lise has purchased own damage coverage, it will pay for the remaining $1,500 of damage, subject to any applicable deductible, based on the proportion for which Lise is at fault."
2	24	In the second sentence of the Introduction, add Alberta in the list of provinces that have direct compensation.
8	13	In the second sentence of the first paragraph, add Newfoundland and Labrador to the list of provinces.
10	4	Change the third sentence in the paragraph above the Example box to "In other provinces and territories, they may be called standard endorsement forms (SEFs) and may have a prefix added to reflect the province or territory, such as in Alberta (AB-SEF)."
10	4	In the second bullet point of the Example, change "SEF No. 16" to "AB-SEF No. 16."
12	4	In the exhibit, make the following changes: • Delete the first row (Legal Type). • Move Alberta to the same column as Nova Scotia, New Brunswick, and Prince Edward Island; add "(in Alberta, compulsory by default but insureds can opt out)" to the entry for direct compensation–property damage; change the third-party liability entry in the last row to "AB/NB/PEI: $200,000." • In the Ontario column, in the entry for direct compensation–property damage, add "(compulsory by default but insureds can opt out starting in 2024)."
12	6	In the list at the bottom of the page, replace the third bullet with the following: • Direct compensation–property damage (in New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island; compulsory by default in Ontario, but insureds can opt out); direct compensation for property damage in Alberta (compulsory by default but insureds can opt out), and basic vehicle damage coverage (BVDC) in British Columbia
12	12	Change the second sentence at the top of the page to "In jurisdictions with full tort systems, the at-fault party is responsible for paying for the damage he or she causes to another person's property due to his or her negligent operation of the automobile."
12	12	Add Alberta to the list of provinces in the first sentence under the Exhibit.
12	14	Replace the first paragraph in the section Tort Systems with "Northwest Territories, Nunavut, and Yukon have tort systems of automobile insurance operated entirely by private-sector insurance companies. (Alberta has direct compensation for property damage, but tort for

		other kinds of damage.) Tort-based systems compensate persons based on fault and provide victims with access to the civil justice system to recover damages.”
12	21	In the second paragraph of the Summary, add Alberta to the list of provinces in the first sentence and remove Alberta from the list of territories in the fourth sentence.
C14: Automobile Insurance—Part 1, Saskatchewan (2021 edition)		
1	6	In the paragraph under the heading Standard Policy Forms, change “one extra form used in Quebec only” to “one different form used in Quebec only.”
1	6	In the QPF 5 bullet point, delete “(up to 84 months).”
1	7	In the SPF 9 bullet point, remove Quebec and add New Brunswick and Newfoundland and Labrador in the list of provinces.
1	8	Change the third sentence under the Motor Vehicle Liability Insurance Cards section to “However, the requirement across *most* of Canada and the United States for them to be pink no longer exists.”
2	2, 6	Change Learning Objective 2 to “Explain how claims for vehicle damage caused to a third party are compensated under third-party liability coverage.”
2	3	In the Introduction at the bottom of the page, change point 2 to “Direct compensation systems.”
2	5	Change the first sentence in the second paragraph of Example—Automobile Claim in a Direct Compensation System to “If Lise has purchased own damage coverage, it will pay for the remaining $1,500 of damage, subject to any applicable deductible, based on the proportion for which Lise is at fault.”
2	16	Change the first three sentences in the paragraph in the Direct Compensation section to “In Canada, many jurisdictions have a form of direct compensation coverage for vehicle damage. In Ontario, Prince Edward Island, New Brunswick, Newfoundland and Labrador, and Nova Scotia, it is provided through direct compensation–property damage coverage (DCPD). In Alberta, it is provided through direct compensation for property damage (DCPD). British Columbia has a direct compensation system using basic vehicle damage coverage and Quebec has direct compensation through the direct compensation agreement (DCA). Under these systems, insureds deal with their own insurers for claims for damage to their own vehicles.”
2	18	Replace the paragraph under the Example box with “In provinces with DCPD, the right of **subrogation** is removed or limited by legislation. This means the insurer that pays the DCPD claim cannot use subrogation to recover the amounts paid for the claim from other insurer(s) that are signatories to the DCPD agreement, except as permitted by the regulations. In Alberta and Ontario, it is permitted as follows:”
2	20	Replace the two paragraphs under the Example box with the following: Provinces with DCPD use fault determination rules to determine responsibility for automobile physical damage. Quebec uses a similar approach with the driver’s fault chart. Each province has its own version of the rules defined in the regulations that accompany the province’s *Insurance Act*. Fault determination rules are not used in British Columbia; basic vehicle damage coverage (BVDC) is mandatory and the Insurance Corporation of British Columbia is the sole provider and determines fault accordingly. Exhibit—Fault Determination Rule for Collision While Entering Roadway from Parking Place or Driveway shows how the rules determine fault for a given situation. The fault determination rules for various jurisdictions allocate fault similarly in this situation, but there could be some variation in fault determination for other situations. The claims handler will consult the rules for the province

		or territory where the accident/claim occurs to determine fault. The principle of how the rules work is the same. Before direct compensation rules take effect, there must be at least two automobiles insured by an automobile policy issued by an insurer licensed in the jurisdiction with DCPD where the accident occurs (or an insurer that has filed an undertaking with the insurance regulator of that jurisdiction to be bound by DCPD). If a driver is charged with specific types of driving offences or the loss involves an automobile and other property (such as a building or bridge), the fault determination rules do not apply and fault is determined based on the ordinary rules of law.
2	20	Add this sentence to the end of the third paragraph under the Example box: "In provinces where the transportation network policy (SPF 9) extends DCPD coverage in ridesharing scenarios, coverage for contents being carried for reward is also excluded."
2	21	Update the exhibit as follows: • Change the title to "Fault Determination Rule for Collision While Entering Roadway from Parking Place or Driveway" • Delete "R.R.O. 1990, Reg. 668, s. 7(1)" in point 1. Change the source reference to "Adapted from *Fault Determination Rules,* R.R.O. 1990, Reg 668, s. 7(2) and 7(3); *Direct Compensation for Property Damage Regulation, Alta Reg* 132/2021, s. 9(1), 9(2), and 9(3); and *Fault Determination Regulation, NB Reg* 2004-141, s. 9(1), 9(2), and 9(3).
9	14	In the second paragraph, change "SEF 6" to "AB-SEF 6."
9	15	Replace the last paragraph with "Alberta's policy is used to insure an entire TNC, such as Uber. Any TNC operating in Alberta must ensure that all vehicles that provide ridesharing using its app are insured. TNC insurance can be arranged using an SPF 9, or the vehicle owners can purchase an SPF 1 plus a public passenger vehicles endorsement (AB-SEF 6C), which is a form of commercial insurance. Individual vehicle owners are obliged to notify their personal insurance company if they are a TNC driver. Insurers may charge an additional premium, but insurers are not required to insure ridesharing drivers."
9	16	At the bottom of the page, add Newfoundland and Labrador to the title "New Brunswick, Nova Scotia, and Prince Edward Island"; add Newfoundland and Labrador to the list of provinces in the first sentence.
9	17	Replace the section on Quebec with the following: In Quebec, taxi and urban carpooling services must be administered by sponsors, such as a cooperative of taxi owners or a service provider through a mobile application. Drivers offering taxi and carpooling services do not need a specific licence plate registration. The QEF 48 (remunerated passenger transportation by automobile endorsement) can be used by Quebec insurers to provide coverage starting when the registered driver makes him- or herself available to provide remunerated transportation (Phase 1) and ending when the passenger gets out of the vehicle (Phase 3).
10	4	Change the second sentence in the second-last paragraph to "In other provinces and territories, they may be called standard endorsement forms (SEFs) and may have a prefix added to reflect the province or territory, such as in Alberta (AB-SEF)."
10	5	In the third bullet point of the Example, change "SEF No. 16" to "AB-SEF No. 16."

12	4	In the exhibit, make the following changes: • Delete the first row (Legal Type). • Move Alberta to the same column as Nova Scotia, New Brunswick, and Prince Edward Island; add "(in Alberta, compulsory by default but insureds can opt out)" to the entry for direct compensation–property damage; change the third-party liability entry in the last row to "AB/NB/PEI: $200,000." • In the Ontario column, in the entry for direct compensation–property damage, add "(compulsory by default but insureds can opt out starting in 2024)."
12	6	In the list at the bottom of the page, replace the third bullet with the following: • Direct compensation–property damage (in New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island; compulsory by default in Ontario, but insureds can opt out); direct compensation for property damage in Alberta (compulsory by default but insureds can opt out), and basic vehicle damage coverage (BVDC) in British Columbia
12	12	Change the second sentence at the top of the page to "In jurisdictions with full tort systems, the at-fault party is responsible for paying for the damage he or she causes to another person's property due to his or her negligent operation of the automobile."
12	12	Add Alberta to the list of provinces in the first sentence under the Exhibit.
12	14	Replace the first paragraph in the section Tort Systems with "Northwest Territories, Nunavut, and Yukon have tort systems of automobile insurance operated entirely by private-sector insurance companies. (Alberta has direct compensation for property damage, but tort for other kinds of damage.) Tort-based systems compensate persons based on fault and provide victims with access to the civil justice system to recover damages."
12	21	In the second paragraph of the Summary, add Alberta to the list of provinces in the first sentence and remove Alberta from the list of territories in the fourth sentence.
C48: Automobile Insurance—Part 2 (2022 edition)		
1	4	In the exhibit in the column for Alberta, Nova Scotia, New Brunswick, and Prince Edward Island, add "(in Alberta, compulsory by default but insureds can opt out)" to the entry for direct compensation–property damage. In the Ontario column, in the entry for direct compensation–property damage, add "(compulsory by default but insureds can opt out starting in 2024)."
1	5	In the Coverages Under the Owner's Policy section, add the following to the end of the third bullet point: "In Alberta and Ontario, insureds can select to have an optional endorsement attached to their owner's policy to delete DCPD coverage from the described automobile."
4	6	In the exhibit, add the following rows above the Cross Liability row: • DCPD Deletion (Name column) | AB-SEF 49A (Alberta column) | OPCF 49 (in force January 1, 2024) (Ontario column) • Blanket Basis DCPD Deletion (Name column) | AB-SEF 49B (Alberta column) In the Occurrence Deductible row, replace "Non-standard" with "AB-SEF 26B" in the Alberta column. In the Extension of Notice Period for Termination row, replace "Non-standard" with "AB-SEF 45A or AB-SEF 45B" in the Alberta column.
4	9	In the Introduction, add the following: 6. Deleting direct compensation–property damage (DCPD) coverage (49A and 49B—Alberta and 49—Ontario).

4	11	Add the following to the end of the first paragraph at the top of the page: It also excludes DCPD coverage for described machinery, apparatus, or equipment mounted on or attached to the automobile. It allows vehicle owners to have DCPD coverage for the cab and chassis, but excludes DCPD coverage for the attached machinery, apparatus, or equipment.
4	11	Add new section after the Fire Apparatus section: **Deleting DCPD Coverage** The DCPD deletion endorsement (AB-SEF 49A in Alberta and OPCF 49 in Ontario) allows the insured to delete DCPD coverage from the owner's policy in Alberta and Ontario, and in the garage policy and transportation network policy in Alberta only. It removes the premium for DCPD coverage, so insureds involved in a not-at-fault collision cannot claim for vehicle damage, contents, or loss of use. (There is also a blanket basis DCPD deletion endorsement [AB-SEF 49B in Alberta only] for use with policies offering blanket coverage.) In Alberta, this endorsement is optional for insurers to offer. Those insurers who offer the DCPD deletion endorsement will not offer collision coverage along with it. This endorsement came into effect in Ontario in January 2024 and is mandatory for insurers to offer. The insured must sign this endorsement and acknowledge the warning that, to the degree that the insured is not at fault for an accident, they will not be compensated • for loss of or damage to the automobile, its equipment, and its contents; • for loss of use of the automobile, equipment, and its contents; or • by anyone who is at fault for causing the damage or their insurance company. The warning also explains that not being compensated means the insured will not be paid for any loss or damage, including repair costs, the value of the automobile, the loss of use of the automobile, a replacement for the automobile, and loss or damage to any of the automobile's contents. If the insured changes their mind and wishes to reinstate DCPD coverage, they may do so at any time during the policy period by contacting their insurer (or agent or broker) and paying the adjusted premium for the coverage for the remainder of the policy period.
4	14	In the second paragraph, add Newfoundland and Labrador to the second-last sentence (in parentheses).
4	22	Add the following to the end of the second paragraph in the Per-Occurrence Deductible section: Alberta has a standard, regulator-approved version of this deductible (AB-SEF 26B).
4	23	Add the following to the end of the Extension of Notice Period for Termination section: In Alberta, there are standard, regulator-approved endorsements for extending the notice period: the extension of termination notice period (for other than non-payment of premium or misrepresentation) endorsement (AB-SEF 45A) and the extension of termination notice period (other than for misrepresentation) endorsement (AB-SEF 45B).
6	31	In the exhibit, replace "N/a" with "SPF 9" in the row for Newfoundland and Labrador.

6	32	In the first paragraph, add Newfoundland and Labrador to the list of provinces in the first sentence. In the third paragraph, third sentence, add Newfoundland and Labrador and NL-SEF 1-45.
6	36	In the last paragraph, add Newfoundland and Labrador to the second sentence.
C81: General Insurance Essentials—Part 1 (2020 edition)		
5	33	Replace the third paragraph under the heading Termination of Insurance Contracts with the following: The termination conditions state that the insurer can cancel only by giving a set number of days' notice in writing and returning the pro rata premium. (The number of days' notice must follow the notice period stated in the statutory conditions and Quebec general conditions.) While at one time legislation in all Canadian jurisdictions required notice by registered mail or hand delivery, these requirements are evolving. Ontario now allows notice by personal delivery or prepaid courier if there is a record by the person who delivered it that the notice has been sent. Ontario also allows automobile insurance termination by electronic means if the insured consents to delivery by electronic means. Alberta allows notice by recorded mail, which is provided by any type of courier service requiring receipt of the document to be acknowledged in writing.
9	9	Replace the heading, first paragraph, and first sentence of the section The *Highway Traffic Act* with the following: **The *Highway Traffic Act*, *Traffic Safety Act*, or *Motor Vehicle Act*** In general, the *Highway Traffic Act* (or provincial/territorial equivalent) deals with registration and licensing of motor vehicles, licensing of drivers, and traffic control of vehicles on highways. The Act has also long played a role in automobile insurance relating to the requirements of proof of financial responsibility and safety responsibility. Some provinces and territories have a *Highway Traffic Act* (as in Ontario, Prince Edward Island, and Newfoundland and Labrador), while others have a *Traffic Safety Act* (as in Alberta, Nova Scotia, and Nunavut), a *Motor Vehicle Ac*t (as in New Brunswick), or other act that fulfills a similar purpose. The *Insurance Act* and the *Highway Traffic Act* (or equivalent)...

9	14–15	Replace the bulleted list and the paragraph that follows in the Termination of Insurance section with the following:
		• The insurer may terminate the policy by doing either of the following:
		  ○ Giving 15 days' written notice by registered mail—The 15 days' notice period begins the day following receipt of the letter at the post office to which the registered letter is addressed. (Alberta allows for 15 days' notice by recorded mail provided by any type of courier service that requires receipt of the document to be acknowledged in writing.)
		  ○ Giving 5 days' written notice if personally delivered—A receipt as proof of delivery should be obtained. (Ontario allows 5 days' notice by prepaid courier if there is a record by the person who delivered it that the notice has been sent.)
		  ○ Ontario only: Giving notice by electronic means if the insured consents to delivery by electronic means.
		• The insured may terminate the contract at any time by making a request.

		If an insured cancels the policy before the expiry date, he or she will be refunded any excess premium that was paid over the short-rate premium for the expired time. This is known as a short-rate cancellation (the refund for a short-rate cancellation is less than the refund for a pro rata cancellation for the same time "on risk"—the time a policy was in effect). When the insurer cancels the policy, it must return the unused portion of the premium due. This is known as pro-rating or pro rata cancellation. (See Example—Pro Rata Cancellation.)
9	17	Replace the two paragraphs in the Notice section with the following: Written notice to the insurer may be either personally delivered or sent by registered mail to the chief agency or head office of the insurer in the province or territory. In Ontario, there is a change to this condition allowing notice to be given to the insurer "by electronic means." Notice to the insured may be either personally delivered or sent by registered mail to the insurer's last postal address. Registered mail is used because this service includes tracking numbers that provide evidence that the letter was signed for at the destination. If a registered letter is returned to the insurer, it must be left unopened to demonstrate that the notice was sent as required by the statutory condition. The letter should be opened only if the courts order it. In Ontario, written notice may be delivered by prepaid courier to the latest address of the insured if there is a record by the person who delivered it that the notice has been sent; it may also be delivered by electronic means if the insured consents to delivery by electronic means. In Alberta, notice to the insured may be delivered by recorded mail provided by any type of courier service that requires receipt of the document to be acknowledged in writing.
C82: General Insurance Essentials—Part 2 (2020 edition)		
1	4	In the bulleted entry for the QPF 5, delete "(up to 84 months)."
1	4	In the bulleted entry for the SPF 9, remove Quebec from the list of provinces and add New Brunswick and Newfoundland and Labrador.
1	8	Replace the first two sentences under the heading Direct Compensation–Property Damage (DCPD) Coverage with the following: In Canada, all jurisdictions have a form of **direct compensation** coverage for vehicle damage, except Northwest Territories, Nunavut, and Yukon. In all of the provinces except British Columbia and Quebec, it is provided through **direct compensation–property damage coverage** (DCPD) (in Alberta, it is called direct compensation for property damage). In British Columbia, it is provided through basic vehicle damage coverage (which is similar to DCPD). In Quebec, it is provided through the direct compensation agreement. Under these systems, insureds deal with their own insurers for claims for damage to their own vehicles. In Alberta and Ontario, insureds can select to have an optional endorsement attached to their owner's policy to delete DCPD coverage from the described automobile.
1	13	In the exhibit, make the following changes: • Delete the first row (Legal Type). • Move Alberta to the same column as Nova Scotia, New Brunswick, and Prince Edward Island. • Add "(in Alberta, compulsory by default but insureds can opt out)" to the entry for direct compensation–property damage; change the third-party liability entry in the last row to "AB/NB/PEI: $200,000."

		• In the Ontario column, in the entry for direct compensation–property damage, add "(compulsory by default but insureds can opt out starting in 2024)."
1	15	Add to the third bullet in the list: "and direct compensation for property damage (in Alberta)."
1	17	Delete the third paragraph in the British Columbia (Autoplan) section.
2	11	Change the last sentence of the first paragraph to "Many Canadian jurisdictions have **no-fault** automobile insurance benefits, including direct compensation for vehicle damage."
2	11	Change the first sentence of the second paragraph to "All Canadian jurisdictions except for Northwest Territories, Nunavut, and Yukon have passed legislation that prohibits…"
2	12	Delete Exhibit—Tort and No-Fault Property Damage Coverage Across Canada.
2	13	Add the following to the end of the first paragraph: "In Alberta and Ontario, insureds can select to have an optional endorsement attached to their owner's policy to delete DCPD coverage from the described automobile." Add Alberta to the list of provinces in the last paragraph.
2	19	In the first paragraph under the heading Unsatisfied Judgment Funds, change "…in Alberta, the plan is called the Motor Vehicle Accident Claims Fund" to "in Alberta, the plan is called the Motor Vehicle Accident Claims Program."
2	23	Change the second sentence in the first paragraph to "All provinces and territories have no-fault accident benefits options for bodily injuries, while Alberta, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, and Ontario have types of direct compensation for vehicle damage."
3	12	Replace the list in the Termination section with the followings: • The insurer may terminate the policy by doing either of the following: ○ Giving 15 days' written notice by registered mail—The 15 days' notice period begins the day following receipt of the letter at the post office to which the registered letter is addressed. (Alberta allows for 15 days' notice by recorded mail provided by any type of courier service that requires receipt of the document to be acknowledged in writing.) ○ Giving 5 days' written notice if personally delivered—A receipt as proof of delivery should be obtained. (Ontario allows 5 days' notice by prepaid courier if there is a record by the person who delivered it that the notice has been sent.) ○ Ontario only: Giving notice by electronic means if the insured consents to delivery by electronic means. • The insured may terminate the contract at any time by making a request.
3	12	Change the second sentence in the last paragraph to "These conditions provide for a notice period of 30 days for notice sent by registered mail, prepaid courier if there is a record by the person who delivered it that the notice has been sent, or 10 days if hand delivered."
3	13	Replace the bullets in the Notice section with the following: • Written notice to the insurer may be delivered or sent by registered mail to the head office or chief agency of the insurer in the province or territory (also by recorded mail in Alberta or electronic means in Ontario). • Written notice to the insured may be personally delivered or sent by registered mail addressed to the insured at the last known postal address as notified to the insurer (or by recorded mail in Alberta, or, in Ontario, by prepaid courier with the appropriate delivery record or by electronic means if the insured consents to delivery by electronic means).

3	30	Change the second sentence of the paragraph under the heading Motor Vehicle Liability Insurance Cards to "In the past, they were commonly called "pink cards" because they were legally mandated to be printed on pink paper. However, the requirement across *most* of Canada and the United States no longer exists.
C110: Essentials of Loss Adjusting (2023 edition)		
9	5	In the Direct Compensation for Property Damage section, add the following at the end of the first paragraph: "In Alberta and Ontario, insureds can select to have an optional endorsement attached to their owner's policy to delete DCPD coverage from the described automobile."
9	27	In the Applying Ontario Direct Compensation–Property Damage section, add the following at the end of the first paragraph: "In Ontario, insureds can select to have an optional endorsement, OPCF 49—Agreement Not to Recover for Loss or Damage from an Automobile Collision (for Ontario Automobile Policy OAP 1), attached to their owner's policy to delete DCPD coverage from the described automobile. This coverage also removes collision or upset coverage from the described automobile."
9	28	Insert the following at the end of both Sanjay and Danielle's lists of coverages: "OPCF 49 endorsement—not carried"
9	29	Insert the following at the end of both Henry and Leilani's lists of coverages: "OPCF 49 endorsement—not carried"
C111: Advanced Loss Adjusting (2019 edition)		
4	5	In the exhibit, make the following changes: • Delete the first row (Legal Type). • British Columbia Minimum Coverage Required: ○ Third-party liability, Accident benefits, Basic vehicle damage coverage, Uninsured automobile/underinsured motorist protection • Move Alberta to the same column as Nova Scotia, New Brunswick, and Prince Edward Island; in the entry for direct compensation–property damage, add "(in Alberta, compulsory by default but insureds can opt out)" • In the Ontario column, in the entry for direct compensation–property damage, add "(compulsory by default but insureds can opt out starting in 2024)"
C121: Advanced Underwriting (2019 edition)		
5	11	Change the first sentence under the heading Insurance for Ridesharing Drivers to "In Ontario, regulations refer to the use of private vehicles for hire that use an online-enabled application or system as 'ridesharing services.'"
5	12	Change the third sentence of the last paragraph to "Turo has set up commercial fleet policies in Nova Scotia, Ontario, Alberta, and Quebec to cover all vehicles registered with the app."
C130: Essential Skills for the Insurance Broker and Agent (2023 edition)		
9	7	In the exhibit: • Under the Alberta, Nova Scotia, New Brunswick, Prince Edward Island column, add to the entry for direct compensation–property damage: "(In Alberta, compulsory by default but insureds can opt out)"
9	22	Insert the following at the end of the fourth bullet point in the first list: "In Alberta and Ontario, insureds can select to have an optional endorsement attached to their owner's policy to delete DCPD coverage from the described automobile."

<table>
<tr><td>9</td><td>34</td><td>Replace the fourth bullet point in the first list with the following: “Direct compensation–property damage (DCPD) (in provinces with direct compensation systems; in Alberta and Ontario, insureds can select to have an optional endorsement attached to their owner’s policy to delete DCPD coverage from the described automobile)”</td></tr>
<tr><td>9</td><td>38</td><td>Add the following at the end of the paragraph at the top of the page: “In Alberta and Ontario, insureds can select to have an optional endorsement attached to their owner’s policy to delete DCPD coverage from the described automobile.”</td></tr>
<tr><td colspan="3">C131: Advanced Skills for the Insurance Broker and Agent (2019 edition)</td></tr>
<tr><td>9</td><td>5</td><td>In the exhibit, make the following changes:

Delete the first row (Legal Type).
British Columbia Minimum Coverage Required:
Third-party liability, Accident benefits, Basic vehicle damage coverage, Uninsured automobile/underinsured motorist protection
Manitoba Minimum Limits:
Third-party liability: $500,000
Newfoundland and Labrador Minimum Coverage Required:
Third-party liability, Direct compensation–property damage, Uninsured automobile
Move Alberta to the same column as Nova Scotia, New Brunswick, and Prince Edward Island.
Add to the entry for direct compensation–property damage: “(In Alberta, compulsory by default but insureds can opt out)”
Add AB to the minimum limits for third-party liability (AB/NB/PEI: $200,000).
In the Ontario column, in the entry for direct compensation–property damage, add “(compulsory by default but insureds can opt out starting in 2024)”
</td></tr>
<tr><td>9</td><td>6</td><td>In the first bullet point, change “In Alberta, …” to “In Alberta, New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island, …”</td></tr>
<tr><td>9</td><td>13</td><td>Add the following section after the Accident Benefits Coverage section:

Direct Compensation–Property Damage
This coverage was added when the Ontario garage policy was updated to mirror changes to the owner’s policy to provide DCPD coverage. It reflects the wording in Section 263 of the Ontario Insurance Act, which outlines DCPD coverage. Coverage is provided to pay the cost of damage to an automobile, its equipment, and its contents and for loss of use for which another person would be liable in the absence of Section 263. It applies to an automobile

owned by the insured, provided it is not excluded;
not owned by the insured, provided that
the automobile is in the insured’s care, custody, or control;
the automobile is not being used for an excluded use specified under the policy, is not a vehicle of the type that is described as being under Subsection 7.14, and is not an excluded automobile under the policy; and
the automobile is not insured under another motor vehicle liability policy.
</td></tr>
</table>

		Alberta, New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island have also subsequently brought in no-fault insurance systems and DCPD coverage. This coverage is provided under Section A.1—Direct Compensation–Property Damage in the garage policy forms used in these provinces (Section A.1 Direct Compensation for Property Damage Coverage in Alberta, NBPF 4 in New Brunswick, SPF 4 in Newfoundland and Labrador, NSPF 4 in Nova Scotia, and PE-SPF 4 in Prince Edward Island). In British Columbia, direct compensation coverage is provided by basic vehicle damage coverage (BVDC) under the insuring agreements for Section 1—Owned or Customers' Vehicles—Third-Party Liability, Enhanced Accident Benefits, Basic Vehicle Damage Coverage, First-Party Coverage, and Underinsured Motorist Protection Rider (APV 4D).