

duly authorized in writing.

(2) No person carrying on the business of financing the sale or purchase of automobiles, and no automobile dealer, insurance agent or broker and no officer or employee of any such person, dealer, agent or broker shall act as agent of the applicant under this section.

(3) Every written application for a driver's policy shall set forth:

(a) the name, address and occupation or business of the applicant;

(b) particulars of any accident in which any automobile operated by the applicant has been involved within the three years preceding the application.

(c) Particulars of any claim made within such period against or by the applicant arising out of the use or operation of an automobile.

(d) whether any insurer has cancelled any policy of automobile insurance of the applicant or refused automobile insurance to him;

(e) whether any license, permit, registration certificate or other like authority, issued to the applicant under any law or statute of any province, state or country relating to automobiles, has been, or continued to be, suspended or cancelled within the three years preceding the application; and

(f) such further information as the insurer may require or the Attorney General or Deputy Attorney General may prescribe.

(4) Every other written application shall set forth:

(a) the name, address and occupation or business of the owner;

(b) the description of the automobile to be insured;

(c) its purchase price to the owner, and whether fully paid or not;

(d) whether purchased new or otherwise;

(e) particulars of any mortgage, lien or encumbrance thereon;

(f) the place where it is and will usually be kept;

(g) the locality in which and the purpose for which it is and will be chiefly used.

(h) particulars of any accident in which any automobile owned or operated by the owner has been involved within the three years preceding the application;

(i) particulars of any claim made within such period against or by the owner arising out of the use or operation of an automobile.

(j) whether any insurer has cancelled any policy of automobile insurance of the owner or refused automobile insurance to him;

(k) whether any license, permit, registration certificate or other like authority, issued to the owner or a member of his family and household under any law or statute of any province, state or country relating to automobiles, has to the knowledge of applicant, been, or continued to be, suspended or cancelled within the three years preceding the application; and

(l) such further information as the insurer may require or the Attorney General or Deputy Attorney General may prescribe.

(5) Where the requirements of subsections 3 or 4 are in the opinion of the Attorney General or Deputy Attorney General, inapplicable to any special form of contract, the Attorney General or Deputy Attorney General may prescribe the form of application or vary, omit or add to those requirements.

(6) Upon every written application and policy there shall be printed or stamped in conspicuous type, not less in size than ten point and in red ink a copy of subsection 1 of Section 16.

(7) Where a contract is renewed without change or only the amount of the insurance, the rate of premium, or the method of rating is changed, the renewal may be affected without a written application.

(8) A copy of the application, or such part thereof as is material to the contract, shall be embodied in, endorsed upon or attached to the policy when issued by the insurer.

5. Where it is proposed to change the subject-matter of a contract by substitution or addition of one or more automobiles, the insurer may so amend the con-

tract by an endorsement of the policy, but in that case it shall obtain a written application signed in accordance with Section 4 and containing such particulars required by that section as relate to the new subject-matter.

Policy Of Insurance

6.—(1) Every policy shall set forth:

(a) the name and address of the insurer;

(b) the name address occupation or business of the insured named therein;

(c) the premium for the insurance;

(d) the subject-matter of the insurance;

(e) the indemnity for which the insurer may become liable;

(f) the event on the happening of which liability is to accrue;

(g) the term of the insurance; and

(h) except in case of motor vehicle liability policies the name of the person to whom the insurance money is payable.

(2) Unless otherwise expressly stated therein any written application shall be deemed to be one for a policy embodying the terms and conditions of the insurer's corresponding standard policy form approved under these Regulations; and the policy shall be deemed to be in accordance with the application unless the insurer points out in writing to the insured name in the policy in what respect the policy differs from the application, and, in that event the insured shall be deemed to have accepted the policy unless within one week from the receipt of the notification he informs the insurer in writing that he rejects the policy.

(3) Notwithstanding any agreement, the insurer shall deliver or mail to the insured named therein the policy or a true copy thereof, and every endorsement or amendment of the policy or a true copy thereof.

7. Subject to Sections 8 and 26:

(a) The conditions set forth in Schedule "A" shall be statutory conditions and deemed to be part of every contract of automobile insurance and shall be printed on every policy with the heading "Statutory Conditions."

(b) No variation or omission of a statutory condition shall be valid nor shall anything contained in any addition to a statutory condition or in the description of the subject-matter of the insurance be effective in so far as it is inconsistent with, varies or avoids any such condition.

8.—(1) If the policy does not insure against liability for loss or damage to persons or property, statutory condition 1 shall not be deemed to be part of the policy.

(2) If the policy does not insure against loss of or damage to an automobile, statutory condition 5 shall not be deemed to be part of the policy.

9. No insurer shall issue or deliver a policy in the province until a copy of the form of policy has been on file with the Attorney General or Deputy Attorney General for at least thirty days unless sooner approved in writing by him, nor if within that period the Attorney General or Deputy Attorney General notifies the insurer in writing that the said form of policy is not approved. The Attorney General or Deputy Attorney General shall on being so required, specify the reasons for not approving or for disapproving thereof.

10.—(1) Where an applicant for a contract falsely describes the automobile to be insured to the prejudice of the insurer or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein or where the insured violates any term or condition of the policy or commits any fraud or makes any wilfully false statement with respect to a claim under the policy any claim by the insured shall be rendered invalid and the right of the insured to recover indemnity shall be forfeited.

(2) Where a written application for a contract is made, no statement of the applicant shall be used in defence of a claim under the policy, unless it is contained in the written application.

11. Where there has been imperfect compliance with a statutory condition as to the proof of loss to be given by the insured or other matter or thing required to be done or omitted by the insured with respect to the loss, and a consequent forfeiture or avoidance of the insurance in

whole or in part, and the Court deems it inequitable that the insurance should be forfeited or avoided on that ground, the Court may relieve against the forfeiture or avoidance on such terms as it may deem just.

12. Insurance money shall be payable in the province in lawful money of Canada.

13. No term or condition of a contract shall be deemed to be waived by the insurer in whole or in part, unless the waiver is stated in writing and signed by an agent of the insurer.

14. The insurer may require from the insured and from any person to whom it pays insurance money under a contract an assignment of all right of recovery against any other party for loss or damage to the extent that payment thereof is made by the insurer.

15. No red ink shall be used in printing a policy except for the name, address and emblem of the insurer the policy number and for the purposes mentioned in these Regulations.

16. Any act or omission of the insurer resulting in non-compliance or imperfect compliance with any of the provisions of these Regulations shall not render a contract invalid as against the insured.

Motor Vehicle Liability Policies

17.—(1) Every owner's policy shall insure the persons named therein and every other person who with his consent uses or is responsible for the use of any automobile designated in the policy against the liability imposed by law upon the insured named therein or upon any such other person for loss or damage:

(a) arising from the ownership, use or operation of any such automobile within Canada or the United States of America or upon a vessel plying between ports within those countries; and

(b) resulting from

(i) bodily injury to or death of any person; or

(ii) damage to property; or,

(iii) both.

(2) Any person insured by but not named in a policy may recover indemnity in the same manner and to the same extent as if named therein as the insured, and for that purpose shall be deemed to be a party to the contract and to have given consideration therefor.

18. Every driver's policy shall insure the person named therein against the liability imposed by law upon such insured for loss or damage:

(a) arising from the operation or use by him of any automobile, other than an automobile owned by or registered in the name of such insured while he is personally in control as driver or occupant of such automobile within Canada or the United States of America, or upon a vessel plying between ports within those countries; and

(b) resulting from

(i) bodily injury to or death of any person; or

(ii) damage to property; or

(iii) both.

19. Under an owner's policy or a driver's policy the insurer shall:

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

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

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

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

20. The insurer shall not be liable under an owner's policy or a driver's policy:

(a) for any liability imposed by any workmen's Compensation law upon the insured; or

(b) for loss or damage resulting from bodily injury to or the death of any person insured by the policy, or