



# The Ontario Gazette

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## Ontario Highway Transport Board

### NOTICE

Periodically, temporary applications are filed with the Board. Details of these applications can be made available at anytime to any interested parties by calling (416) 326-6732.

The following are applications for extra-provincial and public vehicle operating licenses filed under the Motor Vehicle Transport Act, 1987, and the Public Vehicles Act. All information pertaining to the applicant i.e. business plan, supporting evidence, etc. is on file at the Board and is available upon request.

Any interested person who has an economic interest in the outcome of these applications may serve and file an objection within 29 days of this publication. The objector shall:

1. complete a Notice of Objection Form,
2. serve the applicant with the objection,
3. file a copy of the objection and provide proof of service of the objection on the applicant with the Board,
4. pay the appropriate fee.

Serving and filing an objection may be effected by hand delivery, mail, courier or facsimile. Serving means the date received by a party and filing means the date received by the Board.

LES LIBELLÉS DES DEMANDES PUBLIÉES CI-DESSOUS SONT AUSSI DISPONIBLES EN FRANÇAIS SUR DEMANDE.

Pour obtenir de l'information en français, veuillez communiquer avec la Commission des transports routiers au 416-326-6732.

**Balance It Inc. (o/a S'kool Bus)**  
204 Oakdale Rd., North York, ON M3N 2S5

Applies for an extension and amendment to public vehicle operating licence PV-5240 as follows: 45965-C

### DELETE:

1. For the transportation of passengers on a scheduled service between points in Muskoka Lakes Township and the Town of Bracebridge.

PROVIDED THAT chartered trips be prohibited.

2. For the transportation of passengers on a chartered trip from the Township of Muskoka Lakes and the Town of Bracebridge.

PROVIDED THAT:

- (a) the licensee be restricted to the use of one (1) Class "D" public vehicle as defined in paragraph (a)(iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, RSO 1990 Chapter P. 54;
- (b) this licence is valid only between May 1<sup>st</sup> and October 31<sup>st</sup> in any calendar year;
- (c) the transfer of this licence to any other party is prohibited.

### SUBSTITUTE THE FOLLOWING SO THAT AS AMENDED THE LICENCE WILL READ AS FOLLOWS:

1. For the transportation of passengers on a scheduled service between points in the District of Muskoka.

PROVIDED THAT chartered trips be prohibited.

2. For the transportation of passengers on a chartered trip from the points in the District of Muskoka.

PROVIDED THAT:

- a) the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a)(iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, RSO 1990 Chapter P. 54;

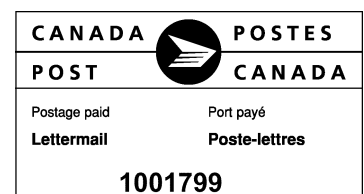
PROVIDED FURTHER THAT the current terms of PV-5240 be cancelled.

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et aux entreprises



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**K Ventures Inc.** 46445  
**965 Crows Nest Rd., Penn Yan, New York 14527, USA**

Applies for an extra-provincial operating licence as follows:

For the transportation of passengers on a chartered trip from points in the United States of America as authorized by the relevant jurisdiction from the Ontario/U.S.A., Ontario/Québec and Ontario/Manitoba border crossings:

1. to points in Ontario; and
2. in transit through Ontario to the Ontario/Manitoba, Ontario/Québec, and Ontario/U.S.A. border crossings for furtherance

and for the return of the same passengers on the same chartered trip to point of origin.

PROVIDED THAT there be no pick-up or discharge of passengers except at point of origin.

**Silverson Limousine Service Ltd.** 46286  
**11641 County Road 42, Tecumseh, ON N8N 2M1**

Applies for an extra provincial operating licence as follows:

1. For the transportation of passengers on a chartered trip from points in the State of Michigan in the United States of America as authorized by the relevant jurisdiction from the Ontario/USA border crossings

- (i) to points in Ontario and for the return of the same passengers on the same chartered trip to point of origin;

PROVIDED THAT there be no pick up or discharge of passengers except at point of origin.

- (ii) to points in Ontario on a one way chartered trip without pick up of passengers in Ontario.

1. For the transportation of passengers on a chartered trip from points in the County of Essex and the Municipality of Chatham-Kent to the Ontario/USA border crossings for furtherance to points as authorized by the relevant jurisdiction;

- (i) and for the return of the same passengers on the same chartered trip to point of origin;

Provided that there shall be no pick up or discharge of passengers except at point of origin.

- (ii) on a one way chartered trip to points as authorized by the relevant jurisdiction.

PROVIDED THAT the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a)(iv) of subsection 1 of Section 7 of Regulation 982, under the Public Vehicles Act, RSO 1990, Chapter P 54, each having a maximum seating capacity of eleven (11) passengers exclusive of the driver.

Applies for a public vehicle operating licence as follows: 46286-A

For the transportation of passengers on a chartered trip from the Regional Municipality of Peel, the County of Essex and the Municipality of Chatham-Kent.

PROVIDED THAT the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a)(iv) of subsection 1 of Section 7 of Regulation 982, under the Public Vehicles Act, RSO 1990, Chapter P 54, each having a maximum seating capacity of eleven (11) passengers exclusive of the driver.

**Transport Clement Begin Inc.** 46444  
**198 rue Roy, C.P. 217, Ste. Germaine Boule, Quebec, J0Z 1M0**

Applies for an extra provincial operating licence as follows:

For the transportation of passengers on a chartered trip from points in the Province of Québec as authorized by the Province of Québec from the Ontario/Manitoba, Ontario/Québec and Ontario/U.S.A. border crossings

1. to points in Ontario
2. in transit through Ontario to the Ontario/Manitoba, Ontario/Québec, and Ontario/U.S.A. border crossings for furtherance
  - i) and for the return of the same passengers on the same chartered trip to point of origin.

PROVIDED THAT there be no pick-up or discharge of passengers except at point of origin."

- ii) to points in Ontario on a one way chartered trip without pick-up of passengers in Ontario.

**844472 Ontario Limited (o/a Condello Limousine Service)** 46447  
**4550 Highway 7, Suite 135, Woodbridge, ON L4L 4Y7**

Applies for an extra provincial operating licence as follows:

For the transportation of passengers on a chartered trip from points in the City of Toronto, the Regional Municipalities of Niagara, Halton, Peel, York and Durham to the Ontario/Québec and Ontario/USA border crossings for furtherance and for the return of the same passengers on the same chartered trip to point of origin.

PROVIDED THAT there be no pick-up or discharge of passengers except at point of origin.

Applies for a public vehicle operating licence as follows: 46447-A

For the transportation of passengers on a chartered trip from points in the City of Toronto, the Regional Municipalities of Niagara, Halton, Peel, York and Durham.

FELIX D'MELLO  
 Board Secretary/Secrétaire de la Commission

(138-G765)

**Government Notices Respecting Corporations  
Avis du gouvernement relatifs aux compagnies**

**Cancellation of Certificates of Incorporation  
(Corporations Tax Act Defaulters)  
Annulation de certificats de constitution  
(Non-respect de la Loi sur l'imposition des corporations)**

NOTICE IS HEREBY GIVEN that, under subsection 241 (4) of the *Business Corporations Act*, the Certificates of Incorporation of the corporations named hereunder have been cancelled by an Order dated 9 May, 2005 for default in complying with the provisions of the *Corporations Tax Act*, and the said corporations have been dissolved on that date.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241 (4) de la *Loi sur les sociétés par actions*, les certificats de constitution dont les 9 mai 2005 pour non-respect des dispositions de la *Loi sur l'imposition des corporations* et que la dissolution des sociétés concernées prend effet à la date susmentionnée.

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
<b>2005-05-09</b>	
ACME REALTY AND INSURANCE INC.....	000238803
ATEBA TECHNOLOGY & ENVIRONMENTAL INC.....	000757628
AUTO RENTAL INSURANCE ADMINISTRATORS LTD.....	000838042
B D & C CONSULTANT INC.....	001307805
BILOGROVIC ENTERPRISES LTD.....	001320123
CANSICOM INC.....	000818630
CO-MAR AUTO BODY INC.....	000480444
CODLIN GRAPHICS INC.....	001121794
COMMUNITY CHRISTIAN HEALTH CARE AGENCY INC.....	001298073
CUSTOM GASKET DESIGN LTD.....	000708016
D. C. S. DRAPERY LIMITED.....	000765606
D. J. MCWILLIAMS CONSULTANTS LIMITED.....	000370657
DANBEL TRADING INC.....	001454144
DATATRONIC SYSTEMS INC.....	000762696
DIMCOR LIMITED.....	001073556
DREW HYDRAULIC HOSE CORP.....	001095544
EASY (CANADA) CORPORATION LTD.....	001201399
ENZO'S FITNESS PLAZA LTD.....	000997221
FIVE CONTINENTS FUNDING LTD.....	001305081
GARIO REALTY INC.....	000450403
GRIPP ENTERPRISES INC.....	001343206
HITCHCOCK REALTY HOLDINGS LIMITED.....	000846924
J.J. COWAN LABOUR CONSULTANT LTD.....	001468215
JACK HILL FARMS LIMITED.....	000420033
JOHN W. COMBS (TORONTO) LIMITED.....	000255775
JUNIPER BERRY (GIFTS FROM NATURE) INC.....	001231986
KAISU CORPORATION LIMITED.....	000418244
L. & G. KOLITSOPOULOS RESTAURANTS LIMITED.....	000963048

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
LIQUID CAPITAL TARA INC.....	001364196
LSC INC.....	001070404
MAXIT INVESTMENTS LIMITED.....	000407276
MECHANICAL TENSIONERS S.B. LTD.....	001156548
META-PROBE INC.....	000583412
METROPHONE SERVICES LIMITED.....	000234906
PAYNE MASSAGE THERAPY INC.....	001252400
PIPESCOPE INSPECTION SERVICES INC.....	001204720
POLYMENSION INC.....	001335174
PURE ENTERPRISES CANADA LTD.....	001199858
REGURK HOLDINGS INC.....	000901816
RIVERS END CONSTRUCTION INC.....	000409628
SHUTTERBUG PHOTOGRAPHY & DIGITAL VIDEO LTD.....	001398090
SPARTEC INC.....	000690640
SYSNETCOM INC.....	001221896
TRUKCAP LTD.....	000381715
TURBOTHERM INC.....	000802008
TWENTY FIRST CENTURY PUBLISHING LTD.....	001108442
UNGARIMPEX INT'L INC.....	000462172
1087916 ONTARIO INC.....	001087916
1099121 ONTARIO INC.....	001099121
1113454 ONTARIO INC.....	001113454
1151017 ONTARIO LIMITED.....	001151017
1249856 ONTARIO INC.....	001249856
1258486 ONTARIO LTD.....	001258486
1268835 ONTARIO INC.....	001268835
1270216 ONTARIO INCORPORATED.....	001270216
1319051 ONTARIO LIMITED.....	001319051
1319414 ONTARIO LTD.....	001319414
1397559 ONTARIO INC.....	001397559
1429015 ONTARIO INC.....	001429015
1436246 ONTARIO LTD.....	001436246
1442947 ONTARIO LIMITED.....	001442947
1449123 ONTARIO INC.....	001449123
1456832 ONTARIO LIMITED.....	001456832
375540 ONTARIO LIMITED.....	000375540
537241 ONTARIO LIMITED.....	000537241
631470 ONTARIO INC.....	000631470
779509 ONTARIO INC.....	000779509
781567 ONTARIO LTD.....	000781567
979722 ONTARIO LTD.....	000979722

B. G. HAWTON,  
Director, Companies and Personal Property  
Security Branch  
Directrice, Direction des compagnies et des  
sûretés mobilières

(138-G754)

## Certificates of Dissolution Certificats de dissolution

NOTICE IS HEREBY GIVEN that a certificate of dissolution under the *Business Corporations Act*, has been endorsed. The effective date of dissolution precedes the corporation listings.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément à la *Loi sur les compagnies*, un certificat de dissolution a été inscrit pour les compagnies suivantes : la date d'entrée en vigueur précède la liste des compagnies visées.

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
<b>2004-05-28</b>	
FUSION ASSOCIATES INC. ....	001405223
<b>2004-10-22</b>	
PROMATIC INTERNATIONAL LIMITED .....	000390131
<b>2005-03-24</b>	
1238655 ONTARIO INC. ....	001238655
<b>2005-04-04</b>	
1441870 ONTARIO LIMITED .....	001441870
<b>2005-04-08</b>	
NEW METHOD COMPUTER-AIDED LEARNING CENTER INC. ....	001368857
<b>2005-04-11</b>	
CANADIAN HOME ACOUSTICS INC. ....	000962325
DAVID H. SCOTT CONSULTANTS LIMITED .....	000213625
GARDEN CITY AUTO GLASS COMPANY LIMITED .....	000105409
PECK'S PINUPS INC. ....	001043849
REAL-COMM SERVICES INC. ....	001102020
VALLEY PROTOTYPES INCORPORATED .....	000974196
632128 ONTARIO LIMITED .....	000632128
796472 ONTARIO INC. ....	000796472
<b>2005-04-12</b>	
"BUBBLES" COIN LAUNDRIES (395 JOHN STREET) LIMITED .....	001622106
A.LEGANCHUK LTD. ....	001281953
ACCENT ELECTRICAL SERVICES LTD. ....	000888372
CORNELLS FRUIT FARM LIMITED .....	000312167
GAILING CONSTRUCTION LIMITED .....	000297899
HASCAN QUALITY INC. ....	001249246
HILL PARA-LEGAL ASSOCIATES INC. ....	000749472
INTERNATIONAL CREDIT HOUSE INCORPORATED ...	001359004
J.C. INDUSTRIAL INC. ....	001371902
LUKA'S CUSTOM HOMES INC. ....	000728358
MADESIAN FAMILY ENTERPRISES LIMITED .....	000599614
MAGNIN CONSULTING INC. ....	000910560
MAURI-FRANCE IMPORT-EXPORT INC. ....	000826457
MILLENNIUM FIX INC. ....	001320881
N&R LAVOIE CONTRACTING INC. ....	000732670
NDE DEVELOPMENTS CORP. ....	001355406
NORTHLAND PROPERTY NEGOTIATORS LIMITED .....	000412690
SNOW WHITE BUILDING SERVICES INC. ....	001093068
STEP ONE HAIR STUDIO INC. ....	000730393
SUNSET COUNTRY DONUTS INC. ....	000543321
TORONTO-WEST SLEEP CLINIC INC. ....	001162453
VERSTEGEN HOLSTEINS LTD. ....	001291018
YUE FUNG MANDARIN RESTAURANT LIMITED .....	000998260
118287 ONTARIO LIMITED .....	000118287
1199694 ONTARIO LIMITED .....	001199694
1224168 ONTARIO INC. ....	001224168
1607453 ONTARIO CORPORATION .....	001607453
652814 ONTARIO LIMITED .....	000652814
752098 ONTARIO INC. ....	000752098
879165 ONTARIO LIMITED .....	000879165
990022 ONTARIO LIMITED .....	000990022
<b>2005-04-13</b>	
A. SABATINI DRUGS LTD. ....	000841215

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
ASTRA-GLOBE BUILDING GROUP INC. ....	000714048
BRIGHT EYED ENTERTAINMENT INC. ....	002000612
BSP INTERTRADE CANADA INC. ....	001225477
CAN UNITED INTERNATIONAL CAPITAL LTD. ....	001474261
FIELDS OF HEATHER BED & BREAKFAST INC. ....	001368334
GRANTECH SYSTEMS INC. ....	001497029
HARTNOLL & ASSOCIATES INSURANCE AGENCIES LIMITED .....	001157129
IAN M. PAGE & COMPANY LTD. ....	000764289
INFECTION CONTROL PRODUCTS INC. ....	000762726
JAMES GILMOUR TRANSPORT LTD. ....	000604252
LONGCOR ENTERPRISES INC. ....	000561681
MACLEOD FEPCO INSURANCE BROKERS LTD. ....	000968801
PROTECH OFFSET SERVICES LIMITED .....	000456849
R.A. BAINES & SONS INC. ....	001108404
RICH MEADOW ESTATES INC. ....	000944081
SEARLE COMMUNICATIONS INC. ....	001015410
STRAW HAT PHOTOGRAPHY LTD. ....	001313141
TAKAO ENTERPRISES INC. ....	001165061
TRANS CANADA PEST MANAGEMENT GROUP INC. ....	001318300
1017731 ONTARIO LTD. ....	001017731
1022887 ONTARIO LIMITED .....	001022887
1140849 ONTARIO INC. ....	001140849
1236018 ONTARIO INC. ....	001236018
1305345 ONTARIO INC. ....	001305345
1450832 ONTARIO LIMITED .....	001450832
674677 ONTARIO LIMITED .....	000674677
756374 ONTARIO LIMITED .....	000756374
<b>2005-04-21</b>	
CHICAGO BLOWER SALES OF SOUTHWESTERN ONTARIO LTD. ....	001389737
<b>2005-04-22</b>	
ARGA CONSULTING INC. ....	000777904
CARPET & TILE NO. 84 INC. ....	001051990
L. GERALD HURD LIMITED .....	000263156
SIMCOE COMMUNICATIONS LTD. ....	000373160
THE ASSEMBLY GROUP INC. ....	001197492
999413 ONTARIO INC. ....	000999413
<b>2005-04-25</b>	
D&S BRASS AND IRON INC. ....	001352393
RAMEX SYSTEMS LIMITED .....	000147168
S & J JOHNSON AND ASSOCIATES INC. ....	001225107
1021341 ONTARIO INC. ....	001021341
712720 ONTARIO INC. ....	000712720
<b>2005-04-26</b>	
BAR CREEK CATTLE COMPANY LTD. ....	000348593
<b>2005-04-27</b>	
CANTINE MARISA INC. ....	000836443
CHEZ LU IMPORTS INC. ....	001410983
EAGLEWING ESTATES INC. ....	000944089
MARLIN-WATSON HOME CORP. ....	000711550
R-L-S ZWEIG DEVELOPMENTS LIMITED .....	000342996
ROTH CONSTRUCTION MANAGEMENT INC. ....	001158853
747953 ONTARIO LIMITED .....	000747953
833771 ONTARIO LIMITED .....	000833771
<b>2005-04-28</b>	
NOODLE HUT LIMITED .....	001246671
SUNVIEW SERVICES INC. ....	000867838
1028855 ONTARIO INC. ....	001028855
1474561 ONTARIO LTD. ....	001474561
564649 ONTARIO INC. ....	000564649
900056 ONTARIO INC. ....	000900056
<b>2005-05-02</b>	
WEIGH 2 WIN CHATHAM INC. ....	002002502
<b>2005-05-03</b>	
311923 ONTARIO LIMITED .....	000311923

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
<b>2005-05-04</b>	
2010148 ONTARIO INC.	002010148
494053 ONTARIO INC.	000494053
954786 ONTARIO LIMITED	000954786
<b>2005-05-09</b>	
GRUMPY'S PRINTING LIMITED	000543314
LAZY PAT HOLDINGS LIMITED	000470119
MOYO RESOURCES INC.	001232363
RAFIN BIZ INC.	001577388
S&V SOFTWARE HOUSE INC.	001414520
1002386 ONTARIO INC.	001002386
1287486 ONTARIO INC.	001287486
1465669 ONTARIO INC.	001465669
691390 ONTARIO INC.	000691390
<b>2005-05-10</b>	
KEN PLEADWELL CO. LTD.	000407355
MOOREFIELD EQUIPMENT LTD.	000428961
WEDGEWOOD BUILDING CORPORATION INC.	001065995
1188120 ONTARIO INC.	001188120
717798 ONTARIO INC.	000717798
737026 ONTARIO INC.	000737026
852014 ONTARIO INC.	000852014
939643 ONTARIO LIMITED	000939643
<b>2005-05-11</b>	
BLUE SPRINGS CUSTOM MEATS LIMITED	000399252
G & T CUSTOM CABINETS LTD.	001163246
LIFESPLIT CORP.	002066172
PERFORMANCE TRAINING GROUP LTD.	000883867
768786 ONTARIO INC.	000768786
823636 ONTARIO INC.	000823636
834251 ONTARIO LIMITED	000834251
<b>2005-05-12</b>	
AAA TECHNICAL CONSULTING INC.	001471941
COFFEE SHOPPE AUTOMATIC FOOD SERVICES LTD.	000290761
D. R. FREEMAN REAL ESTATE LIMITED	000128675
FANTASY BRIDALS INC.	000359969
FLOPRO INVESTMENTS INC.	000828032
HIGHER IMAGE PROMOTIONS INC.	001480312
SBR (SELECT BUILDING RENOVATIONS) LIMITED	000726458
THE ALDEN GROUP INC.	001340989
1528497 ONTARIO LIMITED	001528497
562747 ONTARIO LTD.	000562747
645089 ONTARIO LTD.	000645089
<b>2005-05-13</b>	
ACG 11 INC.	001390127
BEA VERBROOK INSURANCE LIMITED	000257367
CHAMPION PLASTIC PRODUCTS LTD.	001237016
CHARISMATA INC.	001307487
GHAWACO INTERNATIONAL INC.	001267520
GRAYWALL LIMITED	001141518
HAZEL SIM INVESTMENTS INC.	000814426
INDEX MACHINE AND TOOL (WINDSOR) LIMITED	000137147
JENIM INC.	001311631
SECURE COMPUTING CANADA LTD.	001276657
1057633 ONTARIO LIMITED	001057633
1124286 ONTARIO INC.	001124286
1160789 ONTARIO LTD.	001160789
1341136 ONTARIO INC.	001341136
1443821 ONTARIO CORPORATION	001443821
1561101 ONTARIO INC.	001561101
2026039 ONTARIO LTD.	002026039
884067 ONTARIO LIMITED	000884067
<b>2005-05-16</b>	
AUTOSTYLE COMMUNICATION CENTRE INC.	001145944
DOUG LEJA DRUGS LTD.	000690774
EARL CYCLE LIMITED	000642406
ENTREPRISES JACQUES MALETTE LTEE	001230392

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
KINGTIME INVESTMENTS LTD.	000411027
MARTIN ST. CLAIR LIMITED	001308201
ROZEE DELIVERY SERVICE INC.	001564429
STONEY CREEK CONSULTANTS INC.	001255675
TACLOBAN (ONTARIO) LIMITED	001052221
TECHMATE COMMUNICATIONS INC.	001093283
1115440 ONTARIO INC.	001115440
1269733 ONTARIO INC.	001269733
<b>2005-05-17</b>	
CARBOY'S WINES INC.	001262135
D. G. CHAMPION ENGINEERING LIMITED	000264792
DRUMMY'S GROCERIES INC.	000999368
HERSTOCK INVESTMENTS LIMITED	000117880
JAYDE INVESTMENTS INC.	001545651
KATSUN INTERNATIONAL INC.	001206131
PUI KWAN COMPANY LIMITED	001173521
RK & SONS INTERNATIONAL LTD.	001328095
SWEGON ENTERPRISES INC.	000894122
TAYLOR-DUNMONT ASSOCIATES INC.	000625762
TOWN TAXI LIMITED	000201783
TRIAx INVESTMENT MANAGEMENT LTD.	001591410
VDEV SOLUTIONS INC.	001407184
WEST WOOD GARMENT INC.	001526252
1050505 ONTARIO INC.	001050505
1079857 ONTARIO INC.	001079857
1098541 ONTARIO INC.	001098541
1188987 ONTARIO LIMITED	001188987
1319209 ONTARIO LIMITED	001319209
1339914 ONTARIO LIMITED	001339914
1409772 ONTARIO INC.	001409772
1409773 ONTARIO INC.	001409773
1430332 ONTARIO INCORPORATED	001430332
1514039 ONTARIO LIMITED	001514039
1563637 ONTARIO INC.	001563637
237 YONGE ST. INC.	000656540
909232 ONTARIO INC.	000909232
<b>2005-05-18</b>	
A. & T. FOOD HOLDINGS LTD.	000291240
ALPHA FEVA CANADA INC.	002000322
BOSNA WELD LIMITED	000817921
BUKOM AFRICAN FABRICS INC.	001458545
CANADA ICI MORTGAGE SERVICES (TORONTO) INC.	001376547
LONDON CONVENIENCE SHOPPE LIMITED	000358811
M. GAUTHIER HOLDINGS LIMITED	000046214
MILLIE'S TOTAL LOOK INC.	000664307
PAPATYA NATURAL OPTIONS INC.	001086896
PROCEDA SYSTEMS CONSULTANTS INC.	001309761
REMOTE WORK CENTRAL, INC.	001468187
U-STORE AND U-MOVE LTD.	000843243
UAJ SYSTEMS INC.	000899976
WINNER'S CIRCLE PROMOTIONS LIMITED	000943564
WRIGHT-WAY INDUSTRIAL SERVICES LTD.	001085270
XPM SERIES I INC.	002026330
YO FONG TECHNOLOGY INC.	001563689
1199411 ONTARIO LIMITED	001199411
719043 ONTARIO INC.	000719043
804631 ONTARIO INC.	000804631

B. G. HAWTON,  
 Director, Companies and Personal Property  
 Security Branch  
 Directrice, Direction des compagnies et des  
 sûretés mobilières

(138-G755)

**Notice of Default in Complying with the  
Corporations Tax Act  
Avis d'inobservation de la Loi sur  
l'imposition des corporations**

The Director has been notified by the Minister of Finance that the following corporations are in default in complying with the *Corporations Tax Act*.

NOTICE IS HEREBY GIVEN under subsection 241 (1) of the *Business Corporations Act*, that unless the corporations listed hereunder comply with the requirements of the *Corporations Tax Act* within 90 days of this notice, orders will be made dissolving the defaulting corporations. All enquiries concerning this notice are to be directed to Corporations Tax Branch, Ministry of Finance, 33 King Street West, Oshawa, Ontario L1H 8H6.

Le ministre des Finances a informé le directeur que les sociétés suivantes n'avaient pas respecté la *Loi sur l'imposition des corporations*.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241 (1) de la *Loi sur les sociétés par actions*, si les sociétés citées ci-dessous ne se conforment pas aux prescriptions énoncées par la *Loi sur l'imposition des corporations* dans un délai de 90 jours suivant la réception du présent avis, lesdites sociétés se verront dissoutes par décision. Pour tout renseignement relatif au présent avis, veuillez vous adresser à la Direction de l'imposition des sociétés, ministère des Finances, 33, rue King ouest, Oshawa (Ontario) L1H 8H6.

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
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**2005-06-04**

ABOVE WINDOW CLEANING LTD.	001024868
ADSUM MARKETING SERVICES INC.	001236066
ALLAN W. FOSTER & ASSOCIATES LIMITED	000345662
APEX ADVANCED TECHNOLOGIES (TORONTO) INC.	001028912
BADGLEY HOLDINGS INC.	000686164
BOLTON GENERAL CONTRACTORS LTD.	001016132
BONAVENTURE INTERNATIONAL PRODUCTIONS INC.	000518797
BREEZECOM CANADA INC.	001165022
BUSINESS EXPRESS CENTRES INC.	001217929
CAFFE L'ESPRESSO BAR INC.	001415959
CAMERON-TAYLOR COMMUNICATIONS INC.	001286293
CEG CORPORATION	000919834
CHRISTINA M. PARKER & ASSOCIATES INC.	001035145
CIRCUIT ALARM TECHNOLOGIES INC.	001328702
DANIT MANAGEMENT CORPORATION	000355182
DECO AGENCY INC.	000934117
DESRO REALTY LIMITED	000299919
DMS DESTINATION MARKETING SERVICES (1996) INC.	001185430
DOTCOM CAFE INC.	001156018
EARTH CLEAN 2000 INC.	001040072
ENGLISH 2001 INC.	001220621
EVERY MINUTE COUNTS INC.	001118199
FABRENE HOLDINGS INC.	000905652
FAIRMOUNT HOMES LTD.	000813258
FIRHOJ ENTERPRISES INC.	000774354
FIRST TELECOM INC./TELECOM PREMIERE INC.	001286876
G. W. M. ENTERPRISES LTD.	001063850
G.J. WIGGERS & ASSOC. INC.	000587391
GARWOOD'S OF BRACEBRIDGE LIMITED	000139602
GEORDANS MARINE SERVICES INC.	001136169
GREEN WORLD FRUIT MARKET INC.	001100626
HOIST INTERNATIONAL INC.	001388805
HOME COMFORT STUDIO LTD.	001268719
INTEX INTERIOR & EXTERIOR INC.	001140652

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
JERAL INC.	000665339
JOHN FRASER ENTERPRISES INCORPORATED	001431690
KAITLYN BROOK PROPERTIES LTD.	000518700
KERR JEX CORPORATION	001061317
KUBASSEK HOMES (PLATTSVILLE) LTD.	000993595
LALLY BAY HOLDINGS INC.	000985988
LANCASTER DISCOUNT FOODS LIMITED	000303106
LCC QUEEN'S INC.	000994991
LEATHER FOREVER INC.	000454952
LES BOYS APPLIANCES LIMITED	000233441
LET'S LANDSCAPING-MISSISSAUGA INC.	001116077
LOGICWORKS INC.	001019380
MALTON FURNITURE (1996) LIMITED	001184049
MALTON FURNITURE INC.	000350411
MAXI-POWER CANADA INC.	001026676
MAXIDYNAMICS CANADA LTD.	001160653
MORLEY KATZ HOLDINGS LIMITED	000723374
MR. TRIM THE AUTOMOTIVE SPECIALISTS INC.	000985773
N.R.S. MAYFLOWER REAL ESTATE LTD.	000267252
NETCLASS CONSULTING INC.	001138441
NIGHTINGALE CONTRACT FURNITURE & INTERIORS LTD.	001280875
NORESKO SALES INC.	001095752
ORE SORTERS (CANADA) LTD.	000126854
PASSION ESTHETIQUES CORP.	001131905
PFC FINANCIAL GROUP INC.	001310083
RAMPANT LION ENTERPRISE INC.	001318659
ROMAVON PRODUCTIONS INC.	000719420
RON DANIELS CONSULTANTS INC.	000677810
SAR-MAK LTD.	000815955
SCOREBOARD SPORTS CO. LTD.	000763852
SPINNERS PUB LTD.	000867617
SRP NUWOOD INC.	001143870
SUREWAY AUTO GLASS LIMITED	001028844
TECHPAC SERVICES INC.	001463274
THE GREAT WILDERNESS COMPANY INC.	000867914
TILE MASTER ROOFING GROUP LTD.	000875458
TORONTO MASONRY (1986) LIMITED	000650749
TOTAL INDUSTRIAL MILLWRIGHTING SERVICES LTD.	000816262
TRIPLE R TRANSPORT LIMITED	000370156
URBAN WILDLIFE MANAGEMENT INC.	000925476
VISIONARY SECURITY INCORPORATED	001220716
VOST-SIB TRADING HOUSE INC.	001166657
WIL-MANUFACTURING INC.	001077811
YUMMY DONUTS LTD.	000837786
ZEPHYR STUDIOS INC.	000931554
1024828 ONTARIO LTD.	001024828
1029251 ONTARIO INC.	001029251
1045089 ONTARIO INC.	001045089
1062613 ONTARIO INC.	001062613
1073714 ONTARIO LIMITED	001073714
1089935 ONTARIO INC.	001089935
1094774 ONTARIO INC.	001094774
1135432 ONTARIO LIMITED	001135432
1143915 ONTARIO INC.	001143915
1152262 ONTARIO INC.	001152262
1191938 ONTARIO LTD.	001191938
1195872 ONTARIO LIMITED	001195872
1199852 ONTARIO LIMITED	001199852
1204961 ONTARIO INC.	001204961
1279906 ONTARIO INC.	001279906
1281391 ONTARIO INC.	001281391
1293326 ONTARIO INC.	001293326
1306275 ONTARIO INC.	001306275
1340364 ONTARIO INC.	001340364
1378610 ONTARIO LTD.	001378610
1469437 ONTARIO INC.	001469437

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
1494959 ONTARIO INC.....	001494959
2002703 ONTARIO INC.....	002002703
233261 ONTARIO LIMITED.....	000233261
583132 ONTARIO LIMITED.....	000583132
635139 ONTARIO LIMITED.....	000635139
738431 ONTARIO LTD.....	000738431
806722 ONTARIO LIMITED.....	000806722
834093 ONTARIO LIMITED.....	000834093
881707 ONTARIO LIMITED.....	000881707
895229 ONTARIO LIMITED.....	000895229
921560 ONTARIO LIMITED.....	000921560
933717 ONTARIO INC.....	000933717
936613 ONTARIO LIMITED.....	000936613
957319 ONTARIO LTD.....	000957319
974710 ONTARIO LIMITED.....	000974710
980714 ONTARIO INC.....	000980714

B. G. HAWTON,  
Director, Companies and Personal Property  
Security Branch  
Directrice, Direction des compagnies et des  
sûretés mobilières

(138-G756)

### Notice of Default in Complying with the Corporations Information Act Notice de non-observation de la Loi sur les renseignements exigés des compagnies et des associations

NOTICE IS HEREBY GIVEN under subsection 241(3) of the Business Corporations Act that unless the corporations listed hereunder comply with the filing requirements under the Corporations Information Act within 90 days of this notice orders dissolving the corporation(s) will be issued. The effective date precedes the corporation listings.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(3) de la Loi sur les sociétés par actions, si les compagnies mentionnées ci-dessous ne se conforment pas aux exigences de dépôt requises par la Loi sur les renseignements exigés des compagnies et des associations dans un délai de 90 jours suivant la réception du présent avis, des ordonnances de dissolution seront délivrées contre lesdites compagnies. La date d'entrée en vigueur précède la liste des compagnies visées.

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
<b>2005-05-20</b>	
IMAGE QUEST GRAPHICS & MAGIC, INC.....	1179443
TEC-THE EVALUATION CENTRE INC.....	1149517
TRI-COUNTY RECRUITING CENTRE INC.....	1474401
T.S. GROUP INC.....	1187312
VACATION TRAVEL CLUBS INTERNATIONAL INC.....	1376489
VAN CLIFF INTERNATIONAL LTD.....	1573491
1210275 ONTARIO INC.....	1210275
<b>2005-05-24</b>	
JOHANNA SANDHAM INSURANCE SERVICES INC.....	684852
L. PITRE ELECTRIC LTD.....	746436
ZVOOK CORPORATION.....	465184
551982 ONTARIO LIMITED.....	551982

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
<b>2005-05-25</b>	
PALASTURIST OF CANADA INC.....	524647
815732 ONTARIO INC.....	815732
868199 ONTARIO LIMITED.....	868199

B. G. HAWTON,  
Director, Companies and Personal Property  
Security Branch  
Directrice, Direction des compagnies et des  
sûretés mobilières

(138-G757)

### Cancellation of Certificate of Incorporation (Business Corporations Act) Annulation de Certificat de Constitution en Personne Morale (Loi sur les sociétés par actions)

NOTICE IS HEREBY GIVEN that by orders under subsection 241(4) of the Business Corporation Act, the certificates of incorporation set out hereunder have been cancelled and corporation(s) have been dissolved. The effective date of cancellation precedes the corporation listing.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(4) de la Loi sur les sociétés par actions, les certificats présentés ci-dessous ont été annulés et les compagnies ont été dissoutes. La dénomination sociale des compagnies concernées est précédée de la date de prise d'effet de l'annulation.

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
<b>2005-05-24</b>	
BC ELECTRIC-AUTOMATION INC.....	1237542
DOMINON SNACK SUPPLY CORP.....	1325153
GEORGIE'S THE GREEK INC.....	1597742
METRO TORONTO APARTMENT INVESTORS' FUND INC.....	994813
PC4PHONE INC.....	1585263
REMTECH INTERNATIONAL INC.....	1021453
WINMIR INTERNATIONAL INC.....	1048811
755940 ONTARIO INC.....	755940
762959 ONTARIO LTD.....	762959
1010381 ONTARIO LTD.....	1010381
1530362 ONTARIO INC.....	1530362
1549137 ONTARIO INC.....	1549137
1585733 ONTARIO INC.....	1585733
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SAMAD ENTERPRISES INC.....	1241638

B. G. HAWTON,  
Director, Companies and Personal Property  
Security Branch  
Directrice, Direction des compagnies et des  
sûretés mobilières

(138-G758)

**Cancellations For Cause  
(Business Corporations Act)  
Annulation à Juste Titre  
(Loi sur les Sociétés par Actions)**

NOTICE IS HEREBY GIVEN that by orders under section 240 of the Business Corporation Act, the certificates set out hereunder have been cancelled for cause and in the case of certificates of incorporation the corporations have been dissolved. The effective date of cancellation precedes the corporation listing.

AVIS EST DONNÉ PAR LA PRÉSENTE que, par des ordres donnés en vertu de l'article 240 de la Loi sur les sociétés par actions, les certificats indiqués ci-dessous ont été annulés à juste titre et, dans le cas des certificats de constitution, les sociétés ont été dissoutes. La dénomination sociale des compagnies concernées est précédée de la date de prise d'effet de l'annulation.

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
<b>2005-05-19</b>	
AUSTCAN COMMERCE CORPORATION .....	755969
BLAST/PICK-UPS INC. ....	1009613
BONNE ENTENTE INDUSTRIES LIMITED .....	312060
CASA MODERNA CONSTRUCTION LTD. ....	591024
DROGE CONSTRUCTION LIMITED .....	83221
FRIEDMANN EQUITY DEVELOPMENT INC. ....	742685
266580 ONTARIO LIMITED .....	266580
552224 ONTARIO LIMITED .....	552224
818357 ONTARIO LIMITED .....	818357
939220 ONTARIO INC. ....	939220
<b>2005-05-24</b>	
C.J.H. INVESTMENTS LIMITED .....	587164
CANADIAN NATURAL FERTILIZER (INTERNATIONAL) INC. ....	1234036
COPIER SUPPLY CENTRE INC. ....	1018961
FENSTEEL INVESTMENTS LIMITED .....	516444
FRONT PAGE CAFE INC. ....	1194112
GUAYANA INTERNATIONAL INVESTMENT CORPORATION .....	1121941
PICKIN' CHICKEN (INTERNATIONAL) LIMITED .....	128745
ROLUS DEVELOPMENTS LIMITED .....	239447
SHOWBOAT CANADA, INC. ....	1034886
THE GALT MASONIC TEMPLE LIMITED .....	39102
TOWER HILL APARTMENTS LIMITED .....	939981
1636500 ONTARIO LTD. ....	1636500
583432 ONTARIO LIMITED .....	583432
703548 ONTARIO INC. ....	703548
710185 ONTARIO INC. ....	710185
883556 ONTARIO INC. ....	883556
960173 ONTARIO INC. ....	960173
<b>2005-05-25</b>	
NEXNET INC. ....	1157408
NOAR LIMITED .....	266999

B. G. HAWTON,  
Director, Companies and Personal Property  
Security Branch  
Directrice, Direction des compagnies et des  
sûretés mobilières

(138-G759)

**Notice of Default in Complying with a  
Filing Requirement under the  
Corporations Information Act  
Notice de non-observation de la Loi sur  
les renseignements exigés des  
compagnies et des associations**

NOTICE IS HEREBY GIVEN under subsection 317(9) of the Corporations Act, that unless the corporations listed hereunder comply with the requirements of the Corporations Information Act within 90 days of this Notice, orders will be made dissolving the defaulting corporations. The effective date precedes the corporation listings.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 317(9) de la Loi de sur les compagnies et associations, si les compagnies mentionnées ci-dessous ne se conforment pas aux exigences requises par la Loi sur les renseignements exigés des compagnies et des associations dans un délai de 90 jours suivant la réception du présent avis, des ordonnances de dissolution seront délivrées contre lesdites compagnies. La date d'entrée en vigueur précède la liste des compagnies visées.

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
<b>2005-05-24</b>	
HOMOPHILE ASSOCIATION OF LONDON ONTARIO .....	291951
ONTARIO FAMILY LIFE SERVICES CENTRE .....	1585981

B. G. HAWTON,  
Director, Companies and Personal Property  
Security Branch  
Directrice, Direction des compagnies et des  
sûretés mobilières

(138-G760)

## Ontario Securities Commission

### ONTARIO SECURITIES COMMISSION RULE 51-501 – AIF AND MD&A and ONTARIO SECURITIES COMMISSION RULE 51-801 – IMPLEMENTING NATIONAL INSTRUMENT 51-102 CONTINUOUS DISCLOSURE OBLIGATIONS

On May 16, 2005, amendments to Ontario Securities Commission Rule 51-501 – AIF and MD&A (OSC Rule 51-501) and Ontario Securities Commission Rule 51-801 – Implementing National Instrument 51-102 Continuous Disclosure Obligations, both rules under the Securities Act, came into force. The amendments extend the revocation date of OSC Rule 51-501 to May 30, 2006. The full text of the amendments is available in the Ontario Securities Commission Bulletin at (2005) 28 OSCB 4559 and on the Commission's website at [http://www.osc.gov.on.ca/Regulation/Rulemaking/rrn\\_index.jsp](http://www.osc.gov.on.ca/Regulation/Rulemaking/rrn_index.jsp).

(138-G761)



## Ontario Automobile Policy

(OAP 1)  
Owner's Policy

Approved by the Superintendent of Financial Services for use as the standard Owner's Policy on or after June 1, 2005

### About This Policy

This is your automobile insurance policy. It is written in easy to understand language. Please read it carefully so you know your rights and obligations and the rights and obligations of your insurance company.

Here is a summary of each Section of the policy. For details of each coverage and the conditions that apply, consult the appropriate Sections of the policy.

**Section 1 - Introduction** contains information that applies to the entire policy. In order to understand what is covered and what is not covered by each coverage, you should read Sections 1 and 2 and the *entire* Section of the policy that deals with the specific coverage.

**Section 2 - What Automobiles Are Covered** explains what coverages are available to a described automobile and to other types of automobiles (for example, newly acquired or temporary substitute automobiles) when you have a specific coverage for a described automobile.

**Section 3 - Liability Coverage** describes what we will cover if someone is killed or injured in an accident, or their property is damaged, when you or other insured persons are at fault in the accident.

**Section 4 - Accident Benefits Coverage** outlines benefits available if you are injured in an accident, regardless of who caused the accident.

**Section 5 - Uninsured Automobile Coverage** describes what we will cover if someone is injured or killed by an uninsured motorist or by a hit-and-run driver.

**Section 6 - Direct Compensation - Property Damage Coverage** describes what we will cover if there is damage to your automobile in an accident that is not entirely your fault.

**Section 7 - Loss or Damage Coverages** describes optional coverage against loss of, or damage to, your automobile caused by collision, fire, theft and a variety of other unpredictable risks.

**Section 8 - Statutory Conditions** lists the conditions required by the *Insurance Act* for all automobile insurance policies in Ontario. For convenience, the conditions have been included in each Section of the policy where they apply. If there is a discrepancy between the Statutory Conditions and the wording in the policy, the Statutory Conditions in Section 8 prevail.

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### Section 8: Statutory Conditions

#### What Insurance is Required by Law?

If you own an automobile that is operated on a highway in Ontario, certain insurance coverages are required by law. You may also choose to buy additional insurance to extend these coverages to protect against other risks. The chart below is only a general summary to give you an idea of the insurance coverages available to you. For details of each coverage and the conditions that apply, you should consult the appropriate sections of the policy. If there is a difference between the information in this chart and the appropriate section of the policy, the section of the policy prevails.

**You only have a specific coverage if your Certificate of Automobile Insurance shows a premium for it or it is provided at no cost. If you have insured more than one automobile, a premium must be shown for each automobile.**

Insurance Required by Law		
Type of Coverage	What the Coverage Does	Policy Section
<b>Liability</b>	Protects you if someone else is killed or injured or their property is damaged. It will pay for legitimate claims against you up to the limit of your coverage, and will pay the costs of settling the claims.	<b>Section 3</b>
<b>Accident Benefits</b>	Provides benefits if you are injured in an automobile accident, regardless of who caused the accident. These benefits include: <ul style="list-style-type: none"> <li>• supplementary medical care, rehabilitation and attendant care;</li> <li>• a tax-free income benefit for wage earners or self-employed;</li> <li>• an allowance to those who have no income from employment;</li> <li>• an allowance when a caregiver is injured; and</li> <li>• funeral expenses and death benefits when a person dies in an accident.</li> </ul>	<b>Section 4</b>
<b>Uninsured Automobile</b>	Protects you if you are injured or killed by an uninsured motorist or by a hit-and-run driver. Covers damage to your automobile caused by an identified uninsured motorist.	<b>Section 5</b>
<b>Direct Compensation - Property Damage</b>	Under certain conditions, covers you in Ontario for damage to your automobile and to property it is carrying when another motorist is responsible.	<b>Section 6</b>

Optional Insurance		
Type of Coverage	What the Coverage Does	Policy Section
<b>Increased Liability</b>	You may buy coverage beyond the minimum required by law.	
<b>Loss or Damage to Your Automobile</b>	You may buy coverage to protect you against loss of, or damage to, your automobile caused by collision, fire, theft and a variety of other unpredictable risks.	<b>Section 7</b>
<b>Other Optional Coverages</b>	You may buy additional coverages in a number of other areas. Your agent or broker can explain.	

## Section 1

### Introduction

#### 1.1 This Policy is Part of a Contract

This policy is part of a contract between you and us. The contract includes three documents:

- a completed and signed Application for Automobile Insurance,
- a Certificate of Automobile Insurance, and
- this policy.

Under the contract, we agree to provide you with the insurance that is summarized on your Certificate of Automobile Insurance, and for which you have agreed to pay a premium.

You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.

#### 1.2 Where You Are Covered

This policy covers you and other insured persons for incidents occurring in Canada, the United States of America and any other jurisdiction designated in the Statutory Accident Benefits Schedule, and on a vessel travelling between ports of those countries. All of the dollar limits described in this policy are in Canadian funds.

#### 1.3 Definitions

In this Section we will explain terms used throughout this policy.

##### Automobile

In this policy, **motorized snow vehicle** is included in the definition of **automobile**. Regulations may include, or exclude, certain other types or classes of vehicles as automobiles.

In this policy, there is a difference between a **described automobile** and **the automobile**. When we refer to an automobile as **described**, we mean any automobile specifically shown on the Certificate of Automobile Insurance.

When we refer to **the automobile**, we mean:

- a described automobile,
- a newly acquired automobile,
- a temporary substitute automobile,
- other automobiles driven by you, or driven by your spouse who lives with you, or
- trailers, in certain circumstances.
- These types of automobiles are described more fully in Section 2.

##### Certificate of Automobile Insurance

A **Certificate of Automobile Insurance** is a written document summarizing your insurance coverage. It shows your name and/or organization, and the described automobile or automobiles. It lists the coverages purchased, premiums charged, and the period during which the insurance is in effect.

##### Covered/Coverage

When we talk of someone or something being **covered**, we mean that they are protected by insurance. When we speak of **coverage**, we are describing what types of protection they have and how much for each type.

### Direct Loss or Damage

**Direct loss or damage** refers to damage or loss caused directly by a peril. This is different than an indirect loss. For example, damage to an automobile resulting from a collision is a direct loss. Loss of the use of an automobile while it is being repaired is an indirect loss.

### Excluded Driver

An **excluded driver** is someone specifically not covered by this policy when driving the described, temporary substitute or newly acquired automobile(s). The only exception is coverage for those **Accident Benefits** the law requires to be paid to anyone injured in an automobile accident in Ontario.

### Named Insured

The **named insured** is the person or organization to whom the Certificate of Automobile Insurance is issued.

### Occupant

In this policy, an **occupant** is a person, including the driver, in or on an automobile, or getting into, on, out of, or off an automobile.

### Proof of Loss Form

A **proof of loss form** records the formal statement concerning a loss for which a claim is submitted. It provides us with all the information we need to determine whether the claim is reasonable and the extent of our liability.

### Spouse

- Spouse means either of two persons who:
- are married to each other;
- have together entered into a marriage that is voidable or void, in good faith on the part of the person making a claim under this policy; or
- have lived together in a conjugal relationship outside marriage,
  - continuously for a period of not less than three years, or
  - in a relationship of some permanence, if they are the natural or adoptive parents of a child.

### We and You

Throughout this policy the words **you** and **your** refer to the person or organization shown on the Certificate of Automobile Insurance as the named insured.

Other people may also be covered under certain conditions. We call both them and you **insured persons**.

**We, our** and **us** mean the company providing the insurance.

#### 1.4 Your Responsibilities

**If you fail to meet your responsibilities, claims under this policy, with the exception of certain Accident Benefits, may be denied.**

By accepting this contract you agree to the following conditions.

- 1.4.1** You agree to notify us promptly in writing of any significant change of which you are aware in your status as a driver, owner or lessee of a described automobile. You also agree to let us know of any change that might increase the risk of an incident or affect our willingness to insure you at current rates.

**You must promptly tell us** of any change in information supplied in your original application for insurance, such as additional drivers, or a change in the way a described automobile is used.

**1.4.2** You agree to inform us of any sale or transfer of your interest in a described automobile except through change of title by succession, death or proceedings under the *Bankruptcy and Insolvency Act* (Canada).

**1.4.3** If you have purchased optional **Loss or Damage Coverages**, you agree to inform us of any new lien (an interest by others), mortgage or loan that affects a described automobile, as well as any other insurance against loss or damage.

**1.4.4** You agree to inform us in writing of any incident involving the automobile that must be reported to the police under the *Highway Traffic Act* or for which you intend to make a claim under this policy. You must notify us within seven days of the incident or, if unable, as soon as possible after that.

**1.4.5** You agree not to drive or operate the automobile, or allow anyone else to drive or operate the automobile, when not authorized by law.

**1.4.6** You agree not to use or allow anyone to use the automobile in a race or speed test or for any illegal trade or transportation.

**1.4.7** You agree to permit us to inspect the automobile and its equipment at all reasonable times.

#### **Warning - Offences**

**It is an offence under the *Insurance Act* to knowingly make a false or misleading statement or representation to an insurer in connection with the person's entitlement to a benefit under a contract of insurance, or to wilfully fail to inform the insurer of a material change in circumstances within 14 days, in connection with such entitlement. The offence is punishable on conviction by a maximum fine of \$100,000 for the first offence and a maximum fine of \$200,000 for any subsequent conviction.**

**It is an offence under the federal *Criminal Code* for anyone to knowingly make or use a false document with the intent it be acted on as genuine and the offence is punishable, on conviction, by a maximum of 10 years imprisonment.**

**It is an offence under the federal *Criminal Code* for anyone, by deceit, falsehood, or other dishonest act, to defraud or to attempt to defraud an insurance company. The offence is punishable, on conviction, by a maximum of 10 years imprisonment for cases involving an amount over \$5,000 or otherwise a maximum of 2 years imprisonment.**

## **1.5 Where to Make A Claim and Who May Make It**

You or other insured persons must notify us of a claim and provide proof of the claim. This may be done in person or by registered mail addressed to our chief agent or head office in Ontario.

If you or other insured persons are unable to notify us or complete any required document for good reason, someone may act on your behalf.

If you or other insured persons refuse, or are unable, to complete any required document, anyone to whom any part of the insurance money is payable may do so instead.

## **1.6 Our Rights and Responsibilities**

### **1.6.1 Payment of Claims**

We will pay legitimate claims within 60 days of receiving a proof of loss. Some claims for **Accident Benefits** will be paid sooner.

If we refuse to pay a claim, we will notify the insured person in writing explaining the reasons why we are not liable to pay.

### **1.6.2 If You Have Been Incorrectly Classified and Your Premium is Wrong**

We use rules that determine the amount you pay for each coverage and category of automobile insurance. You are classified according to these rules.

If you have been incorrectly classified, we will correct the situation.

If the incorrect classification resulted in your paying too high a premium, we will refund any premium overpayment with interest. The interest will cover the period for which you were overcharged.

The rate of interest will be the bank rate, as set by the Bank of Canada, on the first day of the last month of the quarter preceding the quarter in which you were incorrectly classified. If the bank rate includes a fraction we will round it off to the next highest number. (The bank rate is the rate at which the Bank of Canada makes short-term loans to chartered banks.)

If the incorrect classification resulted in your paying too low a premium, we will require you to pay an additional premium as long as we tell you within 60 days of the effective date of the policy. We will not charge you interest on the additional premium.

### **1.6.3 Monthly Premium Payment Option**

The law may allow you to pay your premium in equal monthly payments. If so, we may charge you interest at a rate determined by the provincial government under the *Insurance Act* (Ontario).

## **1.7 Cancelling Your Insurance**

### **1.7.1 When You Cancel**

You may cancel your insurance at any time by advising us.

If you cancel, we will calculate the premium you owe on a short rate basis. Short rate means that the premium you owe will include our handling costs. We will refund anything due to you as soon as possible.

There may be a minimum premium set out in your Certificate of Automobile Insurance. This will not be refunded.

### **1.7.2 When We Cancel**

Where your policy has been in effect for less than 60 days, we may only cancel your policy for a reason that we have filed with the Financial Services Commission of Ontario.

Where your policy has been in effect for more than 60 days, we may only cancel your policy for one of the following reasons:

- non-payment of premium,
- you have given false particulars of the automobile,
- you have knowingly misrepresented or failed to disclose information that you were required to provide in the application for automobile insurance, or
- the risk has changed materially.

If we cancel your policy, we will calculate the premium you owe on a proportionate basis. Proportionate means you will pay for the actual number of days you were covered. For example, if half the premium period is over, you will pay half the premium.

There may be a minimum premium shown on your Certificate of Automobile Insurance. This will not be refunded.

If you have paid more than the premium you owe, we will refund the difference on cancellation. Your refund may be delayed if the amount of premium you owe is subject to adjustment, or we are waiting for reports in order to determine the premium paid or owing. We will make the refund as soon as possible in that case.

### 1.7.3 How We Can Cancel for Non-payment of Premium

In case of non-payment of premium, we may give you a notice in writing. We must give you ten days notice if we deliver the notice in person, or 30 days notice by sending the notice by registered mail to your last known address. The 30-day period starts on the second day after we mail the registered letter. The notice will inform you that you have until noon of the business day before the last day of the notice period to pay the arrears, plus an administration fee, failing which the policy will automatically be cancelled effective at 12:01 a.m. on the last day of the notice period. If you pay the arrears and the administration fee in time, then your policy will not be cancelled.

But if we have already given you two notices of non-payment of premium during the term of your policy and a non-payment occurs again, we don't have to give you another notice under this section; instead we may cancel your policy as described in section 1.7.4.

### 1.7.4 How We Can Cancel for Repeated Non-payment or Other Reasons

If we cancel your insurance for non-payment of premium because we have already given you two notices during the term of your policy as described in section 1.7.3, or if we cancel for any other reason, we will notify you in writing. We must give you five days notice if we deliver the notice of cancellation in person, or 15 days notice by sending the notice of cancellation by registered mail to your last known address. The 15-day period starts on the second day after we mail the registered letter. If the notice was given because we have already given you two notices of non-payment during the term of your policy as described in section 1.7.3, we are under no obligation to accept a late payment or to keep the policy in force after the effective date of cancellation.

## 1.8 Who and What We Won't Cover

### 1.8.1 General Exclusion

Except for certain **Accident Benefits** coverage, there is no coverage under this policy if:

- the automobile is used to carry explosives or radioactive material; or
- the automobile is used as a taxicab, bus, a sightseeing conveyance or to carry paying passengers. **However**, we don't consider the following as situations involving carrying paying passengers:
  - giving a ride to someone in return for a ride, sharing the cost of an occasional trip with others in the automobile,
  - carrying a domestic worker hired by you or your spouse,
  - occasionally carrying children to or from school activities that are conducted within the educational program,
  - carrying current or prospective clients and customers, or
  - reimbursing volunteer drivers for their reasonable driving expenses, including gas, vehicle wear and tear and meals.

### 1.8.2 Excluded Drivers and Driving Without Permission

Except for certain **Accident Benefits** coverage, there is no coverage (including coverage for occupants) under this policy if the automobile is used or operated by a person in possession of the automobile without the owner's consent or is driven by a person named as an excluded driver of the automobile.

Except for certain **Accident Benefits** coverage, there is no coverage under this policy for a person who, at the time he or she willingly becomes an occupant of an automobile, knows or ought reasonably to know that the automobile is being used or operated by a person in possession of the automobile without the owner's consent.

### 1.8.3 Rented or Leased Automobile

Except for certain **Accident Benefits** coverage, there is no coverage under this policy if the automobile is rented or leased to another. **However**, if an insured person is using the automobile for an employer's business and is paid for using it, we won't consider that renting or leasing.

### 1.8.4 Garage Workers Not Covered

No person who sells, repairs, maintains, stores, services, or parks automobiles as part of a business is covered by this policy while involved in conducting that business, unless the person in fact owns the automobile involved in an incident or is the partner or employee of the owner.

### 1.8.5 Losses Due to War Activities Not Covered

With the exception of Liability Coverage, this policy does not cover loss, damage, injury or death caused by war activities. War activities include bombardment, invasion, civil war, insurrection, rebellion, revolution, coup, or actions of armed forces while engaged in a war, whether declared or not.

**Other restrictions apply to specific coverages, such as Accident Benefits and optional Loss or Damage coverages. These additional restrictions will be described in the appropriate Sections of this policy.**

## Section 2

### What Automobiles Are Covered?

#### 2.1 Described Automobile

A described automobile is any automobile or trailer specifically shown on your Certificate of Automobile Insurance.

Your Certificate of Automobile Insurance shows which coverages you have purchased for each described automobile. The coverages could include:

- Liability,
- Accident Benefits,
- Uninsured Automobile,
- Direct Compensation - Property Damage, and
- Loss or Damage.

#### 2.2 Extending Your Insurance to Other Automobiles

If a premium is shown on the Certificate of Automobile Insurance for a specific coverage for a described automobile, then this coverage may be available in the event of a loss for other types of automobiles under this policy. The following chart summarizes the types of coverage that can be extended to other types of

automobiles. This chart is only a guide. Details of coverages are explained later in this Section.

**What Types of Coverage Extend to Other Automobiles?**

		Coverage Purchased on Described Automobile				
		Liability	Accident Benefits	Uninsured Automobile	Direct Compensation	Loss or Damage
Type of Automobile	Newly Acquired Auto (Replacement Auto)	Yes. The replacement auto has the same coverage as the described automobile it replaces, as long as you notify us within 14 days of delivery of the new automobile.				Yes (Conditions Apply)
	Newly Acquired Auto (Additional Auto)	Yes, if we insure all automobiles you own for the same type of coverage on the day you take delivery and you notify us within 14 days of delivery of the new automobile.				Yes (Conditions Apply)
	Temporary Substitute Auto	Yes	Yes	Yes	Yes	Yes (Conditions Apply)
	Any Other Auto	Yes	Yes	Yes	Yes	No
	Owned Trailer (and not described)	Yes, if used in connection with an automobile covered by the policy.			(Conditions Apply)	No
	Non-Owned Trailer	Yes, if used in connection with an automobile covered by the policy.			No	No

**2.2.1 Newly Acquired Automobiles**

A newly acquired automobile is an automobile or trailer that you acquire as owner and that is not covered under any other policy. It can be either a replacement or an additional automobile. The replacement automobile will have the same coverage as the described automobile it replaces. We will cover an additional automobile as long as:

- we insure all automobiles you own, and
- any claim you make for the additional automobile is made against a coverage we provide for **all** your other automobiles.

Your newly acquired automobile(s) will be insured as long as you inform us within 14 days from the time of delivery and pay any additional premium required.

We may inspect the newly acquired vehicle and its equipment at any reasonable time.

**Special Condition: Coverage is not extended to a newly acquired automobile if you are in the business of selling automobiles.**

**2.2.2 Temporary Substitute Automobile**

A temporary substitute automobile is an automobile that is temporarily used while a described automobile is out of service. The described automobile must not be in use by anyone insured by this policy, because of its breakdown, repair, servicing, theft, sale or destruction.

Coverage for a temporary substitute automobile is provided under the automobile policy of the owner of the temporary substitute automobile. However, this policy may provide coverage above and beyond coverage that the owner has purchased.

The following coverages apply to a temporary substitute automobile if a premium is shown for them on the Certificate of Automobile Insurance for the described automobile that is temporarily out of service:

- Liability,
- Accident Benefits,
- Uninsured Automobile, and

- Direct Compensation - Property Damage.

If you have purchased optional **Loss or Damage** Coverages on a described automobile and it is temporarily out of service, there are special conditions about this coverage for temporary substitute automobiles. These conditions are explained in Section 7 - Loss or Damage Coverages of this policy.

**Special Condition: A temporary substitute automobile cannot be owned by you or by anyone living in the same dwelling as you.**

**2.2.3 Other Automobiles**

Automobiles, other than a described automobile, are also covered when driven by you, or driven by your spouse who lives with you.

The following coverages apply to other automobiles if a premium is shown for the coverage on the Certificate of Automobile Insurance for a described automobile:

- Liability,
- Accident Benefits,
- Uninsured Automobile, and
- Direct Compensation - Property Damage.

**Special Conditions: For other automobiles to be covered, the following conditions apply:**

1. Both the other automobile and a described automobile must not have a manufacturer's gross vehicle weight rating of more than 4,500 kilograms.
2. The named insured is an individual, or if the described automobile is owned by two people, the named insureds are spouses of each other.
3. Neither you nor your spouse is driving the other automobile in connection with the business of selling, repairing, maintaining, storing, servicing or parking automobiles.
4. The other automobile is not being used to carry paying passengers or to make commercial deliveries at the time of any loss.
5. **For all coverages, except Accident Benefits**, the other automobile cannot be an automobile that you or anyone living in your dwelling owns or regularly uses. Nor can the other automobile be owned, hired or leased by your employer or the employer of anyone living in your household. However, if you drive one of these other automobiles while an excluded driver under the policy for that automobile, this policy will provide **Liability** and **Uninsured Automobile Coverages** while you drive that automobile.
6. **If you are a corporation, unincorporated association, partnership, sole proprietorship, business or other entity**, the employee or partner for whose regular use a described automobile is supplied, and their spouse who lives with that person, will be covered when they drive the other automobile, under the following conditions:
  - Both the other automobile and the described automobile must not have a manufacturer's gross vehicle weight rating of more than 4,500 kilograms.
  - Neither the employee nor partner who is provided with a described automobile, nor their spouses if they live with the employee or partner, are driving the other automobile in connection with the business of selling, repairing, maintaining, storing, servicing or parking automobiles.

- The other automobile is not being used to carry paying passengers or to make commercial deliveries at the time of any loss.
- The other automobile must not be owned, hired, leased, or regularly or frequently used by you or by your employee or any partner, or by anyone living in the same dwelling as these persons.

This policy doesn't cover the employee or partner or their spouse if they own, lease or rent any automobile and it is insured as the law requires and does not have a manufacturer's gross vehicle weight rating of more than 4,500 kilograms.

7. For **Direct Compensation - Property Damage** Coverage the other automobile cannot be a described automobile in a motor vehicle liability policy.

#### 2.2.4 Trailers

Any **trailer** used in connection with the automobile is insured for the following coverages:

- Liability,
- Accident Benefits, and
- Uninsured Automobile.

**Special Conditions:** Any trailer you own and that is not described in this policy is also covered for **Direct Compensation - Property Damage** Coverage under the following conditions:

- If it is attached to an automobile with a manufacturer's gross vehicle weight rating of not more than 4,500 kilograms, or if not attached, it is normally used with an automobile with a manufacturer's gross vehicle weight rating of not more than 4,500 kilograms.
- It is not designed or used for living in, to carry passengers, or for commercial purposes.

### 2.3 When You Have Insured Two Or More Automobiles

#### 2.3.1 Under the Same Policy

When more than one automobile is described on your Certificate of Automobile Insurance, we will treat each automobile as if it were insured by a separate policy for claims resulting from its use or operation.

However, in the case of an incident involving an automobile you don't own, we will only pay up to the highest limit that applies to any one automobile described in this policy.

#### Example

Your automobile policy has Liability Coverage on two automobiles for \$300,000 and \$500,000 respectively. If you are driving someone else's automobile and are involved in an accident, the most we would pay is \$500,000.

#### 2.3.2 Under More Than One Policy

When you have two or more automobiles insured as described automobiles under two or more policies, each automobile will be covered by its respective policy.

However, determining how much we will pay is more complicated if there is an incident in an automobile you don't own.

The amount we will pay under this policy for any incident will be a fraction of the highest policy limit. This fraction will be the proportion that the limit under this policy bears to the total of the limits of all the policies.

In no case will we pay more than this proportion of the highest limit.

#### Example

You have an automobile with Liability Coverage for \$200,000 under this policy (Policy A) and another automobile with Liability Coverage for \$300,000 under a separate policy (Policy B). If you have an accident while driving an automobile you don't own, here is how we will calculate the amount we will pay.

Step 1. What is the total of the limits of all the policies?

$$\begin{array}{r} 200,000 \text{ (limit under Policy A)} \\ + 300,000 \text{ (limit under Policy B)} \\ \hline 500,000 \text{ (total under both policies)} \end{array}$$

Step 2. What is the proportion of the limit under Policy A to the total from Step 1?

$$\frac{200,000 \text{ (limit under Policy A)}}{500,000 \text{ (total under both policies)}} = \frac{2}{5}$$

Step 3. What is the most we will pay under this policy?

$$\frac{2}{5} \times 300,000 \text{ (highest policy limit)} = 120,000$$

The most we would pay would be 2/5 of the loss, but never more than \$120,000, 2/5 of the highest policy limit. **The other policy will pay the remaining 3/5 of the loss to a maximum of \$180,000.**

### 2.4 Trailers and Towing

#### 2.4.1 Trailers

An automobile pulling one or more trailers will be treated as a single automobile when determining how much we will pay under **Liability, Accident Benefits** and **Uninsured Automobile** Coverages. However, they will be treated as separate automobiles when determining the deductibles and how much we will pay under **Direct Compensation - Property Damage** and optional **Loss or Damage** Coverages.

#### 2.4.2 Automobiles in Tow

In any incident involving two or more automobiles owned by different persons and attached to each other, the insurer of each automobile will compensate its insured for losses according to the terms of the **Direct Compensation - Property Damage** and optional **Loss or Damage** coverages.

### 2.5 Inspection

We may inspect the automobile at any reasonable time. If you do not co-operate with any reasonable arrangements for inspection, your optional **Loss or Damage Coverages** under Section 7 may be cancelled and any claims under that Section may be denied.

### Section 3

#### Liability Coverage

**You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.**

#### 3.1 Introduction

This Section of your policy provides coverage for amounts that the law holds you or other insured persons responsible for bodily injuries or losses others suffer in an automobile incident.

#### 3.2 Who is Covered

You are covered when you, or anyone else in possession of a described automobile with your consent, uses or operates it. We will consider these other people insured persons.

**Your Liability Coverage applies when you or others use or operate certain other types of automobiles. See Section 2 for details and additional conditions.**

#### 3.3 What We Cover

You or other insured persons may be legally responsible for the bodily injury to, or death of others, or for damage to the property of others as a result of owning, using or operating the automobile. In that case, we will make any payment on your or other insured persons' behalf that the law requires, up to the limits of the policy.

We will also reimburse anyone covered by this policy for costs involved in providing immediate medical aid needed by someone hurt in an automobile incident.

When we receive notice of loss or damage caused to persons or property we will investigate. We may then negotiate a settlement on behalf of you or other insured persons.

##### 3.3.1 If Someone Sues You

By accepting this policy you and other insured persons irrevocably appoint us to act on your or their behalf in any lawsuit against you or them in Canada, the United States of America or any other jurisdiction designated in the Statutory Accident Benefits Schedule arising out of the ownership, use or operation of the automobile.

If someone sues you or other insured persons insured by this Section for losses suffered in an automobile incident, we will provide a defence and cover the costs of that defence, including investigation costs. We will pay all legal costs the court assesses against you and other insured persons in the lawsuit we have defended.

If there is a judgment against you or other insured persons, we will pay any post-judgment interest owed on that part of the amount the court orders that falls within the liability limits of your policy.

We reserve the right to investigate, negotiate and settle any claim out of court if we choose.

**If you are sued for more than the limits of your policy, you may wish to hire, at your cost, your own lawyer to protect yourself against the additional risk.**

##### 3.3.2 How Much We Will Pay

The most we will pay on your behalf and on behalf of all other insured persons insured by this Section, for any one incident (over and above legal costs and post-judgment interest) will be

determined by the extent of your coverage. The limit under your policy is shown on the Certificate of Automobile Insurance.

#### Example

You are sued for injuries suffered by another person in an accident that you are legally responsible for. We will hire lawyers at our expense and cover all costs of your defence in court.

The court orders you to pay \$10,000 in costs and \$600,000 to cover losses. Your liability limit is \$500,000.

We will cover the \$10,000 in costs, and \$500,000 of the judgment. We will also pay any interest owed on that amount from the day of the judgment. You will be responsible for the remaining \$100,000 of the judgment and any interest owed on that.

##### 3.3.3 Outside Ontario

If the incident happens in a jurisdiction covered by this policy in which the minimum liability coverage required is higher than the limit shown on the Certificate of Automobile Insurance, we will honour the higher amount. We also agree not to use any legal defence that would not be available if the policy had been issued in that jurisdiction.

#### Example

You have an accident in a province where the minimum liability coverage required is \$500,000. Even though you are only carrying \$200,000 worth of liability insurance, we will pay up to \$500,000.

##### 3.3.4 If There is More Than One Named Insured Under This Policy

We will protect you and others named as insured by this policy, for claims made against each other. In such cases, we will act as if a separate policy was issued to each named insured. However, the total amount we will pay (over and above legal costs and post-judgment interest) cannot exceed the maximum coverage shown on the Certificate of Automobile Insurance.

#### Example

Two people are in business together. Both are named in the insurance policy covering their van. They have bought Liability Coverage of \$500,000.

One day, there is an accident while one is driving and the other is a passenger. Both of them are severely injured as a result of their combined negligence.

They sue each other and one is awarded \$300,000 and the other \$500,000. The combined amount we will pay will not be more than the policy limit of \$500,000 plus legal costs and post-judgment interest.



### 3.4 Your and Other Insured Persons' Responsibilities

You and other insured persons agree:

- to notify us in writing within seven days of any incident involving loss or damage to persons or property (or, if unable because of incapacity, as soon as possible after that), giving us full details of the incident and any claim arising from it;
- if requested, to give us a statutory declaration that the claim arose out of the use or operation of the automobile and that you or other insured persons were using, operating or responsible for the operation of it;
- to help us obtain all necessary information and evidence about the incident, including the attendance of witnesses, and to cooperate, but not financially, in any legal actions if we ask;
- to send immediately to us everything received in writing concerning the claim, including legal documents; and
- not to assume any liability for the incident, or settle any claim, except at your or other insured persons' own cost, and not to interfere in any legal proceeding or in any negotiations we conduct to settle any claim.

We may, on occasion, be required by law to make payments, even though we are not otherwise liable for them under this policy. If so, you or other insured persons will have to reimburse us upon demand for those payments.

### 3.5 Other Limitations On Your Coverage

#### 3.5.1 Property Not Covered

Under this Section, we won't cover claims for damage to property carried in or upon the automobile, or claims for damage to other property owned or rented by, or in the care, custody or control of you or other insured persons.

#### 3.5.2 Contamination of Property

Under this Section, we won't cover claims arising from contamination of property carried in the automobile.

#### 3.5.3 Nuclear Hazards

Nuclear energy hazards means radioactive, toxic, explosive or other hazardous properties of substances described in Regulations made under the *Nuclear Safety and Control Act* (Canada).

If you or other insured persons are involved in an incident where the loss or damage is directly or indirectly caused by a nuclear hazard, we will pay up to \$200,000 if you or other insured persons are covered under this policy for a nuclear hazard and you and other insured persons are also insured under a nuclear energy hazard liability policy. We will only pay after the limits of that policy have been paid out.

## Section 4

### Accident Benefits Coverage

**You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.**

#### 4.1 Who is Covered

For the purposes of Section 4, insured persons are defined in the Statutory Accident Benefits Schedule. In addition, insured persons

also include any person who is injured or killed in an automobile accident involving the automobile and is not the named insured, or the spouse or dependant of a named insured, under any other motor vehicle liability policy, and is not covered under the policy of an automobile in which they were an occupant or which struck them.

#### 4.2 Types and Benefits

**The details of the Accident Benefits Coverage are set out in the Statutory Accident Benefits Schedule of the *Insurance Act* (Ontario).** This Section outlines the benefits that you and other insured persons may be entitled to receive if injured or killed in an automobile accident. If there is a difference between the interpretation of the wording in this Section and the interpretation of the wording in the Statutory Accident Benefits Schedule, the Statutory Accident Benefits Schedule prevails.

**Your insurance company is obligated to inform you and other insured persons about the benefits available.**

The benefits in the Statutory Accident Benefits Schedule are:

##### Income Replacement Benefit

This benefit may compensate you and other insured persons for lost income.

##### Caregiver Benefit

This benefit may provide compensation for some expenses incurred when you and other insured persons cannot continue as the main caregiver for a member of the household who is in need of care.

##### Non-Earner Benefit

This benefit may provide compensation if you and other insured persons are completely unable to carry on a normal life and do not qualify for an Income Replacement Benefit or Caregiver Benefit.

##### Medical Benefit

This benefit may pay for some medical expenses incurred when you or other insured persons are injured. These are expenses that are not covered by any other medical coverage plan.

##### Rehabilitation Benefit

This benefit may pay for some rehabilitation expenses incurred when you or other insured persons are injured. These are expenses that are not covered by any other plan.

##### Attendant Care Benefit

This benefit may compensate you and other insured persons for some of the expense of an aide or attendant.

##### Compensation for Other Expenses

This benefit may pay for some other expenses such as the cost of visiting you and other insured persons during treatment or recovery. It may also pay for some housekeeping and home maintenance, the repair or replacement of some items lost or damaged in the accident, and some lost educational expenses.

##### Death Benefit

This benefit may pay money to some members of the family of a person who is killed.

### Funeral Expenses

This benefit may pay for some funeral expenses.

### Optional Benefits

You may purchase any one or more optional benefits to increase the basic level of benefits provided in this Section. The optional benefits are: Increased Income Replacement; Increased Caregiver and Dependant Care; Increased Medical, Rehabilitation and Attendant Care; Increased Death and Funeral. You may also purchase an optional Indexation Benefit, which provides that certain weekly benefit payments and monetary limits will increase on an annual basis to reflect changes in the cost of living.

## 4.3 How to Apply for Benefits

### 4.3.1 Applying for Benefits - Procedures and Time Limits

Anyone applying for Accident Benefits must tell us within 7 days of the accident or as soon after that as possible. We will send you or other insured persons an application for Accident Benefits.

The person applying for the benefits must send us the completed application within 30 days of receiving it.

You or other insured persons may still be entitled to benefits if these time limits are not met for good reason, but payment of the benefit may be delayed.

We must pay the Income Replacement Benefit, Non-Earner Benefit or Caregiver Benefit within 14 days of receiving the complete application for those benefits.

We must pay the Death Benefit, Funeral Benefit and Compensation for Other Expenses within 30 days of receiving the complete application.

Unless we ask for an Assessment of Attendant Care Needs form within 14 days of receiving a complete application, we must pay the Attendant Care Benefit within 30 days.

If you or another insured person is claiming the Medical Benefit or Rehabilitation Benefit, your doctor or another member of a health profession must provide us with a treatment plan or other related forms.

In some cases, we can ask you or other insured persons to go for an independent assessment to assess the Medical, Rehabilitation or Attendant Care Benefit needs.

We may ask you or other insured persons to provide additional information in connection with the claim, such as a statutory declaration as to the circumstances that gave rise to the application, or proof of identity. We can also ask you or other insured persons to attend an examination under oath in connection with entitlement to benefits, on reasonable advance notice and at a time and place that are convenient to the person. If the person does not participate as requested, benefits may be delayed or suspended.

If the injuries fall within certain guidelines issued by the Superintendent of Financial Services, you or other insured persons may be entitled to some medical or rehabilitation treatments without our prior approval and before a completed application is submitted.

### 4.3.2 Choosing Which Benefit to Receive

If you or other insured persons qualify for more than one weekly benefit, we will notify you that you must choose which benefit you will receive. Your choice may be between the Income

Replacement, Non-Earner or Caregiver Benefits. You or other insured persons will have 30 days to make your choice.

## 4.4 Limitations on Your Coverage

You or other insured persons are not entitled to the Income Replacement Benefit, Non-Earner Benefit or Compensation for Other Expenses if you or they:

- knew, or should reasonably have known, that they were operating an automobile without insurance;
- were driving an automobile while not authorized by law to drive;
- were driving an automobile which they were specifically excluded from driving under this policy;
- knowingly operated, or should reasonably have known that the automobile was operated, without the owner's consent;
- made or knew about a material misrepresentation that induced us to issue this policy;
- intentionally failed to notify us of any significant changes as required under Section 1.4.1; or
- were convicted of a criminal offence involving the operation of an automobile.

## Section 5

### Uninsured Automobile Coverage

**You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.**

## 5.1 Introduction

### 5.1.1 Uninsured Automobile Coverage Schedule

This Section of the policy describes the terms and conditions of the coverage set out in the Uninsured Automobile Coverage Schedule under the *Insurance Act* (Ontario). If there is a difference between the interpretation of the wording of this Section and the interpretation of the wording in the Schedule, the Schedule prevails. However, 5.3.3 in this Section is an addition to the coverage provided by the Schedule.

### 5.1.2 What is an Uninsured Automobile?

An uninsured automobile is one for which neither the owner nor driver has liability insurance to cover bodily injury or property damage arising out of its ownership, use or operation, or the insurance is not collectible. However, this does not include an automobile owned by or registered in the name of the insured person or their spouse.

### 5.1.3 What is an Unidentified Automobile?

An unidentified automobile is one whose owner or driver cannot be determined.

## 5.2 What We Will Cover

### 5.2.1 Claims by You or Other Insured Persons for Bodily Injury

We will pay any amounts you or other insured persons have a legal right to recover as damages from the owner or driver of an uninsured or unidentified automobile for bodily injury resulting

from an accident involving an automobile, up to the limits in this Section.

#### 5.2.2 Claims by Others for Bodily Injury or Death

We will pay any amounts any person has a legal right to recover as damages from the owner or driver of an uninsured or unidentified automobile for bodily injury or death of an insured person in an accident involving an automobile, up to the limits in this Section.

#### 5.2.3 Claims for Certain Property Damage

We will pay for damage to and for loss of use of the automobile or its contents, or to both, that you or other insured persons have a legal right to recover from the identified owner or driver of an uninsured automobile in an accident involving an automobile. Subject to the \$300 deductible, we will pay up to \$25,000.

**Note: Damage to the automobile caused by an unidentified automobile is not covered under this Section, but optional Loss or Damage Coverages may be available.**

### 5.3 Claims for Bodily Injury or Death

#### 5.3.1 Who is Covered?

The following are insured persons for bodily injury or death:

- Any person who is an occupant of the automobile.
- You, your spouse, and any dependent relative of you or your spouse,
  - when an occupant of an uninsured automobile, or
  - when not in an automobile, streetcar or railway vehicle if hit by an unidentified or uninsured automobile.
- **If you are a corporation, unincorporated association or partnership**, any director, officer, employee or partner for whose regular use the described automobile is provided, their spouse, and any dependent relative of you or your spouse,
  - when occupants of an uninsured automobile; or
  - when not in an automobile, streetcar or railway vehicle if hit by an unidentified or uninsured automobile.

**Note: If the director, officer, employee or partner, or their spouse is the owner of an automobile that is insured, this policy does not apply. The policy of that automobile will provide coverage.**

#### 5.3.2 Limitation on a Dependent Relative

A dependent relative who owns an insured automobile, or who suffers bodily injury or death while an occupant of his or her own uninsured automobile, is not covered under this Section of your policy.

#### 5.3.3 If the Described Automobile is Leased or Rented

If this policy has been changed to allow the rental or lease of the described automobile for more than 30 days, the person or organization who is the lessee of the automobile is treated as the named insured.

#### 5.3.4 Conditions Applying to Claims for Bodily Injury or Death

A person entitled to claim compensation for the bodily injury or death of an insured person must:

- give us written notice of the claim within 30 days of the accident or, if unable, as soon as possible after that.
- provide us with as much evidence as possible in support of the claim, giving details of the accident and the resulting loss. This should be done within 90 days of the accident or, if unable, as soon as possible after that.
- provide us with a certificate from the medical or psychological advisor of the insured person if we request it. The certificate must state the cause of injury or death and, if appropriate, the nature of the injury and how long any disability is expected to last.
- provide us with details of any other insurance policy, other than a life insurance policy, under which there is a right to compensation.

#### 5.3.5 Accidents Involving Unidentified Automobiles

If an unidentified automobile causes bodily injury or death to an insured person, the insured person or their representative must report the accident within 24 hours, or, if unable, as soon as possible after that, to a police officer or similar authority.

You or other insured persons must give us a written statement within 30 days of the accident, or, if unable, as soon as possible after that, giving a detailed description of what happened. A representative can make the statement. The statement must say whether the accident was caused by someone whose identity cannot be determined. It must also detail the extent of the injuries suffered by you or other insured persons and any property damaged in the accident. The automobile in which you or other insured persons were an occupant at the time of the accident must be available for inspection at our request.

#### 5.3.6 Medical Examinations May Be Required

You or other insured persons may be required to undergo examinations by a qualified medical or psychological advisor at reasonable intervals. When we require an examination, we will give reasonable notice.

We will pay for any examination we require. The person making the claim, or their representative, is entitled to a copy of the medical report, if requested.

### 5.4 Claims for Property Damage

#### 5.4.1 Who is Covered?

In a claim for damage to the automobile, the owner of the automobile is covered for damage.

In a claim for damage to the contents of the automobile, the owner of the contents is covered for damage.

#### 5.4.2 Conditions Applying to Claims for Property Damage

When making a claim for property damage, you and other insured persons must:

- notify us in writing within seven days of the accident (or, if unable because of incapacity, as soon as possible after that), giving us the best information available at that time concerning the loss or damage and circumstances.
- do as much as is reasonably possible to protect the automobile from further damage. We will pay for any reasonable protection provided. Further damage resulting

from failure to provide reasonable protection will not be covered by this policy.

- make no repairs beyond those needed for protection of the automobile, or remove evidence of the damage, without our written consent or until we have had time to inspect the automobile.
- allow us to copy all documents in your or other insured persons' possession that relate to the accident.
- permit us to inspect the automobile at any reasonable time.
- complete a statutory declaration within 90 days of the accident, if requested. The declaration will describe what happened in detail, the cause and amount of the loss, those affected and how, and state that the loss was truly accidental. We will also need to know if any other insurance is involved.
- not leave us to dispose of the automobile unless we agree to accept it. If we decide to replace the automobile or pay its actual cash value, less the deductible specified in your Certificate of Automobile Insurance, we own the salvage.

#### 5.4.3 Our Right to Repair, Replace or Rebuild the Automobile

We have the right to repair, replace or rebuild the automobile rather than pay for the damage. If we choose to do this, we will let you or other insured persons know in writing within seven days of receiving notice of the claim. We will complete the work within a reasonable time using parts of similar kind and quality.

#### 5.4.4 How Much We Will Pay

The most we will pay for the automobile is its actual cash value at the time it was damaged, less the deductible specified in your Certificate of Automobile Insurance.

The value of the loss or damage is based on actual cash value after taking into account depreciation. We will not pay more to repair the automobile than its actual cash value at the time it was damaged, less the deductible specified in your Certificate of Automobile Insurance.

We will pay the lower of the following:

- the cost to repair the loss or damage, less the deductible; or
- the actual cash value of the automobile at the time it was damaged, less the deductible.

#### Example

Your car is four years old and is hit on the front left side by an identified but uninsured automobile. The damaged part of the body of your car is repaired. We will pay the cost of the repairs, less the \$300 deductible, including new paint for the damaged part of your automobile. If you want the entire car repainted, you will have to pay the cost of painting the rest of the car.

### 5.5 Claims for Both Bodily Injury and Property Damage

An accident may result in a valid claim for both bodily injury or death **and** for damage to the automobile or its contents. In that case, payments for bodily injury and death have priority on 95% of the total amount payable. Payment for damage to the automobile or contents will have priority on 5%.

#### Example

An accident in Ontario for which an identified but uninsured driver is responsible destroys your \$20,000 car, and results in injuries to you and your spouse, totalling \$350,000.

We will not pay more than the minimum liability limit of \$200,000. Of that money, 95%, or \$190,000, will go toward payment for bodily injury. The remaining 5%, or \$10,000, will apply to the loss of your car.

### 5.6 Settling a Claim

#### 5.6.1 By Agreement

Questions about whether a claim is valid, and the amount of any payment, can be decided by agreement between us and you or other insured persons making the claim.

#### 5.6.2 By Arbitration

If there is a disagreement, the matter may be settled by arbitration if you or other insured persons ask for it and we agree. The arbitrator will be an individual acceptable to us and you or other insured persons. If both sides can't agree on an arbitrator, then each side will name an arbitrator. The two arbitrators will then appoint a third. A decision supported by at least two of the three will be binding. All arbitrations will be governed by the *Arbitration Act, 1991* (Ontario).

#### 5.6.3 In Court

The matter may be decided in a lawsuit brought against us by you or other insured persons in an Ontario court. If so, we have the right to ask the court to decide who is legally responsible and the amount of compensation owing, unless another Ontario court has already done so in an action that was defended.

### 5.7 Limitations and Exceptions

#### 5.7.1 Payment Limits

1. We will not pay more than the minimum limits for automobile liability insurance in the jurisdiction in which the accident happens. This amount applies regardless of the number of persons injured or killed, or the damage to the automobile and contents. In no event will we pay more than the minimum liability limits required in Ontario.

#### Example

You are travelling in a car outside Ontario when you are injured in an accident for which an uninsured driver is responsible. The minimum liability limit in that jurisdiction is \$100,000. Your injuries are serious and are assessed at \$300,000 or more. We will pay no more than \$100,000.

2. We will not pay:
  - any amount, if you or other insured persons can make a valid claim under the liability section of a motor vehicle liability policy.
  - any amount for an accident in a jurisdiction where a valid claim can be made on an unsatisfied judgment fund or similar fund created for the purpose of

compensating victims of uninsured or unidentified motorists.

- for loss or damage caused by radioactive material.
- for the first \$300 worth of accidental damage to the automobile and its contents.
- any amount over \$25,000 in any one accident for damage to the automobile and its contents.
- for loss or damage while a person specifically excluded from this policy is driving the automobile.

### 5.7.2 Limit Where More Than One Policy Applies

You or other insured persons may have a right to claim benefits from more than one automobile insurance policy covering accidents involving uninsured or unidentified automobiles. In that case, anyone making a claim under this or any other coverage may only recover once for the same loss.

## 5.8 If You or Other Insured Persons Start a Lawsuit

### 5.8.1 Send Us the Documents

You or other insured persons or your representatives may decide to sue the owner, driver or operator of another automobile involved in the accident. In that case, a copy of the documents initiating the lawsuit must be provided to us as soon as the action is started. The documents must be delivered, or sent by registered mail, to our chief agent or head office in Ontario.

### 5.8.2 If You or Other Insured Persons Win, But Can't Recover Payment

If the court awards compensation but you or other insured persons can't recover from the person responsible, we will pay, if requested, either:

- the full amount of the award; or
- where some compensation has been paid, the difference between what you or other insured persons have been paid and the full amount awarded by the court.

What we pay, of course, is subject to the limits and conditions applying to coverage for accidents involving uninsured or unidentified automobiles.

### 5.8.3 Assignment of the Award

We may require you or other insured persons, or your representatives, to assign to us the amount or balance of the court award before we make any payment. If we collect more than what we have already paid, we will reimburse the difference, minus our costs.

## 5.9 Limitations on Legal Action

### 5.9.1 Conditions of This Policy Must be Met

No person has a right to sue us for compensation under this Section for injury or damage caused by an accident involving an uninsured or unidentified automobile, unless the conditions in this Section of your policy (Uninsured Automobile Coverage) have been met.

### 5.9.2 Time Limits for Lawsuits for Loss or Damage

Any lawsuit against us regarding loss or damage to the automobile or its contents must begin within a year after the loss or damage happens.

Any lawsuit against us regarding loss or damage to property other than the automobile and its contents must begin within two years after the cause of action arose.

### 5.9.3 Time Limits for Lawsuits for Bodily Injury or Death

Any lawsuit against us regarding bodily injury or death must begin within two years after the cause of action arose.

## Section 6

### Direct Compensation - Property Damage Coverage

**You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.**

## 6.1 Introduction

This Section of your policy covers damage to the automobile and certain trailers not shown on the Certificate of Automobile Insurance, their equipment, contents, and loss of use of the automobile or contents caused by another person's use or operation of an automobile in Ontario.

The coverage under this Section applies only if the accident takes place in Ontario and at least one other automobile involved is insured under a motor vehicle liability policy. The policy covering the other automobile must be issued by an insurance company licensed in Ontario, or one that has filed with the Financial Services Commission of Ontario to provide this coverage.

It is called direct compensation because you will collect from us, your insurance company, even though you, or anyone else using or operating the automobile with your consent, were not entirely at fault for the accident.

## 6.2 What We Will Cover

We will pay the cost of damage to the automobile, its equipment, contents and for loss of use of the automobile or contents arising from an accident for which another person would have been legally responsible in the absence of section 263 of the *Insurance Act* (Ontario). Section 263 takes away your right to sue the other person for these losses. We will pay no more to repair or replace the automobile or property than its actual cash value at the time it was damaged, less the applicable percentage of the deductible shown on your Certificate of Automobile Insurance.

If a part needed to repair the automobile is no longer available, we will pay an amount equal to the manufacturer's latest list price for the part.

**Note: You should be aware that this coverage does not apply if the automobile is described in another motor vehicle liability policy.**

### Example

You are driving a friend's car. That car is described in your friend's motor vehicle liability policy. You have an accident for which you are not at fault.

Your friend will claim under the direct compensation property damage provisions of his or her motor vehicle liability policy for the loss.

We will not pay for damage to, or loss of use of, contents that are being carried for reward.

### 6.3 Who is Covered

In a claim for damage to the automobile, the owner of the automobile is covered for damage.

In a claim for damage to the contents of the automobile, the owner of the contents is covered for damage.

### 6.4 How Much We Will Pay

#### 6.4.1 Determining Fault

The amount we pay under this Section of your policy will be determined by the degree to which you or the driver were not at fault in the accident.

Responsibility for an accident is determined by the *Insurance Act* (Ontario) and the *Fault Determination Rules*. These may find you or the driver wholly or partially responsible.

The degree of responsibility is expressed as a percentage.

#### 6.4.2 The Deductible

The amount we pay may be subject to a Direct Compensation - Property Damage deductible. The deductible is the amount you agree to pay toward the cost of any single claim you make under this Section. The deductible, if any, is the amount shown on the Certificate of Automobile Insurance, multiplied by the percentage to which you or the driver of the automobile were not at fault for the accident. You are not permitted to sue anyone (for instance the at-fault motorist) to recover this deductible.

If you have damage to both your automobile and its contents, the deductible will first be applied to your automobile loss. If there is any remaining deductible, the remainder will be applied to the contents loss.

You will need to make a separate claim for each accident that causes damage. The deductible applies each time you make a claim and separately to each automobile that is insured.

We will pay that portion of the total damages that is equal to the percentage to which you or the driver of the automobile were not at fault for the accident, less the applicable Direct Compensation-Property Damage deductible.

Example #1  
(the other driver is entirely responsible)

Your car has an actual cash value of \$12,000. You are involved in an accident for which someone else is 100% responsible. Your car is a total loss.

Your Direct Compensation - Property Damage (DC-PD) deductible is \$300. We will pay \$11,700 (\$12,000 less \$300, the deductible). We will also pay for reasonable alternate transportation.

In sum: You receive \$11,700. You are responsible for \$300, the DC-PD deductible.

Example #2

(you are partly responsible - no optional Loss or Damage Coverages)

Your car has an actual cash value of \$12,000. You are involved in an accident and are 25% responsible. Your car is a total loss.

Your Direct Compensation - Property Damage (DC-PD) deductible is \$300. Under DC-PD, we cover the damages (less the deductible) for which the other driver would have otherwise been responsible. You are responsible for the deductible. We will pay \$8,775 (\$9,000 -- being 75% of the value of your automobile -- less \$225 -- being 75% of the deductible).

In sum: You receive \$8,775. You are responsible for \$225 (the DC-PD deductible), and will have to pay the remainder out of your own pocket. In this example, you will be out-of-pocket for a total of \$3,225. (However, you may be entitled to recover part of that amount if you have bought additional optional Loss or Damage coverages under Section 7.)

Example #3

(damage to contents)

Suppose you have just rented a floor sander currently worth \$600 from the local Rent-All when you are involved in an accident. You are 25% responsible for the accident. The sander is destroyed.

Your Direct Compensation - Property Damage (DC-PD) deductible is \$300. We will pay \$225 (\$450 -- being 75% of the value of the sander -- less \$225 -- being 75% of the deductible.)

In sum: You receive \$225. You are responsible for \$225 (the DC-PD deductible), and that portion of the damage for which you are responsible.

Example #4

(damage to automobile and contents)

You are involved in an accident for which you are not responsible. The repair of your car costs \$250. Contents worth \$125 are destroyed.

Your Direct Compensation - Property Damage (DC-PD) deductible is \$300. We will pay \$0 (\$250 less \$250) toward your car damage, and \$75 (\$125 less \$50) for the contents to the owner of the contents.

In sum: The owner of the contents receives \$75. You are responsible for \$300, the DC-PD deductible.

### 6.5 Your and Other Insured Persons' Responsibilities

When making a claim for property damage, you and other insured persons must:

- notify us in writing within seven days of any accident (or, if unable, because of incapacity, as soon as possible after that), giving us the best information available at that time concerning the loss or damage and circumstances.
- do as much as is reasonably possible to protect the automobile from further damage. We will pay for any reasonable protection provided. Further damage resulting from failure to provide reasonable protection will not be covered by this policy.

- make no repairs beyond those needed for protection of the automobile, or remove evidence of the damage, without our written consent or until we have had time to inspect the automobile.
- allow us to copy all documents in your or other insured persons' possession that relate to the accident.
- permit us to inspect the automobile at any reasonable time.
- complete a statutory declaration within 90 days of the accident, if requested. The declaration will describe what happened in detail, the cause and amount of the loss, those affected and how, and state that the loss was truly accidental. We will also need to know if any other insurance is involved.
- not leave us to dispose of the automobile unless we agree to accept it. If we decide to replace the automobile or pay its actual cash value, less the applicable deductible, we own the salvage.

## 6.6 Our Right to Repair, Replace or Rebuild the Automobile

We have the right to repair, replace or rebuild the automobile rather than pay for the damage. If we choose to do this, we will let you or other insured persons know in writing within seven days of receiving notice of the claim. We will complete the work within a reasonable time using parts of similar kind and quality.

## 6.7 Other Limitations on Your Coverage

### 6.7.1 Contamination of Property

Under this Section, we won't cover claims arising from contamination of property carried in the automobile.

### 6.7.2 Nuclear Hazards

Nuclear energy hazards means radioactive, toxic, explosive or other hazardous properties of substances described in Regulations made under the *Nuclear Safety and Control Act* (Canada).

If you or other insured persons are involved in an accident where the loss or damage is directly or indirectly caused by a nuclear hazard, we will pay up to \$200,000 if you or other insured persons are covered under this policy for a nuclear hazard and you or other insured persons are also insured under a nuclear energy hazard liability policy. We will only pay after the limits of that policy have been paid out.

### 6.7.3 Settling a Claim

If you disagree with the degree of fault attributed to you under the *Fault Determination Rules* or with the amount of any proposed settlement, you can bring a law suit against us to have the matter determined by a judge.

Alternatively, if the disagreement is over the value of the vehicle or its contents or the nature, amount or cost of any repairs, the matter can be settled by an appraisal under the *Insurance Act*, if you and we agree to the process. You and we will each appoint an appraiser, who will either agree on the award or, if they disagree, will appoint an umpire to decide as between their respective positions.

## Section 7

### Loss or Damage Coverages

#### (Optional)

**You only have a particular coverage for a specific automobile if your Certificate of Automobile Insurance shows a premium for it or shows the coverage is provided at no cost.**

## 7.1 Introduction

### 7.1.1 Coverage for Loss of or Damage to Your Automobile

We agree to pay for direct and accidental loss of, or damage to, a described automobile and its equipment caused by a peril such as fire, theft, or collision if the automobile is insured against these perils.

By direct loss or damage we mean loss or damage resulting directly from a peril for which coverage has been purchased.

This Section applies only to the extent that a claim for damage to an automobile and its equipment would not be covered by Section 6, Direct Compensation - Property Damage Coverage of a motor vehicle liability policy.

We may inspect the described vehicle and its equipment at any reasonable time. If you do not co-operate with any reasonable arrangements for inspection, your coverages under this Section may be cancelled and any claims under this Section may be denied.

**Your Loss or Damage Coverages may apply to types of automobiles other than described automobiles. See Section 2 for details and additional conditions.**

### 7.1.2 Coverage Options

You may choose from among the four types of protection listed below. Your choice will be shown on the Certificate of Automobile Insurance.

**Note: All of the following coverages are subject to 7.2.**

- A. **Specified Perils** - we will only pay for losses caused by fire; theft or attempted theft; lightning, windstorm, hail, or rising water; earthquake; explosion; riot or civil disturbance; falling or forced landing of aircraft or parts of aircraft; or the stranding, sinking, burning, derailment or collision of any kind of transport in, or upon which a described automobile is being carried on land or water.
- B. **Comprehensive** - we will pay for losses, other than those covered by Collision or Upset, including:
  - perils listed under Specified Perils,
  - falling or flying objects,
  - missiles, and
  - vandalism.
- C. **Collision or Upset** - we will pay for losses caused when a described automobile is involved in a collision with another object or tips over. Object includes:
  - another automobile that is attached to the automobile,
  - the surface of the ground, and
  - any object in or on the ground.

- D. All Perils** - this option combines the coverages of Collision or Upset and Comprehensive. This coverage includes loss or damage caused if a person who lives in your household steals a described automobile. Coverage also applies if an employee who drives or uses, services or repairs a described automobile, steals it.

## 7.2 Loss or Damage We Won't Cover

### 7.2.1 General

We will not cover the following losses unless they result from a peril for which you are covered or they are caused by fire, theft or vandalism and your policy covers these perils:

- to tires;
- consisting of, or caused by mechanical fracture or breakdown of any part of the automobile; or
- consisting of, or caused by rusting, corrosion, wear and tear, freezing, or explosion within the engine.

#### Example

We will not pay for a tire blow-out in normal driving, but if the tire is destroyed in a collision and you have Collision or Upset Coverage, we will cover that loss up to the value of your tire at the time of the incident.

We won't pay for loss or damage:

- resulting from a dishonest claim of ownership, illegal disposal, or theft of the automobile by anyone who has legal possession of it under a written agreement (a mortgage, conditional sale, lease or other similar agreement);
- resulting from a change in ownership that is agreed to, even if that change was brought about by trickery or fraud;

#### Example

Late one evening at a party, you sell your car to a stranger in return for a cheque. A week later the cheque bounces. We will not cover the loss.

- caused by radioactive contamination;
- to contents of automobiles and trailers, other than their equipment; and
- in excess of \$25 for recorded material and equipment for use with a playing or recording unit. We will not pay for recorded material and equipment not contained within or attached to the playing or recording unit. Recorded material includes, but is not limited to, tapes, compact discs, video cassettes and digital video discs.

### 7.2.2 Illegal Use

We won't pay for loss or damage caused in an incident:

- if you are unable to maintain proper control of the automobile because you are driving or operating the automobile while under the influence of intoxicating substances;

- if you are convicted of one of the following offenses under the Criminal Code of Canada relating to the operation, care or control of the automobile, or committed by means of an automobile, or any similar offence under any law in Canada or the United States:

- causing death by criminal negligence
- causing bodily harm by criminal negligence
- dangerous operation of motor vehicles
- failure to stop at the scene of an accident
- operation of motor vehicle when impaired or with more than 80 mg of alcohol in the blood
- refusal to comply with demand for breath sample
- causing bodily harm during operation of vehicle while impaired or over 80 mg of alcohol in the blood, or
- operating a motor vehicle while disqualified from doing so;

- if you use or permit the automobile to be used in a race or speed test, or for illegal activity;

- if you drive the automobile while not authorized by law; and

- if another person, with your permission, drives or operates the automobile under any of these conditions.

### 7.2.3 Certain Thefts Not Covered

We won't pay under either the Comprehensive or Specified Perils coverages for loss or damage caused when a person who lives in your household steals the automobile.

We also won't pay under these coverages for loss or damage caused when an employee of yours steals the automobile and the employee's duties include driving, maintaining or repairing the automobile. This applies at any time, and not simply during working hours.

## 7.3 The Deductible

The amount we pay to cover any losses may be subject to a deductible. The deductible is the amount you agree to pay toward the cost of any single claim you make under this Section. The deductible, if any, is shown on the Certificate of Automobile Insurance.

You will need to make a separate claim for each incident that causes loss or damage. The deductible applies each time you make a claim and separately to each automobile that is insured.

We will only pay for loss or damage that exceeds the amount of the deductible. If your claim is one to which Section 6, Direct Compensation - Property Damage (DC-PD) Coverage also applies, the amount we will pay under this Section will not include the DC-PD deductible that applies to the claim. Your deductible under this Section will be the Collision deductible multiplied by the percentage to which you or the driver of the automobile were at fault for the accident.

#### Example #1

You have Comprehensive Coverage, and your deductible is \$300. Your car's windshield is broken by a fallen tree. You are responsible for the first \$300 of the cost of the windshield replacement. Any claim less than \$300 will be your responsibility.



**Example #2**  
(you are fully responsible - with optional Loss or Damage Coverages)

Your car has an actual cash value of \$12,000. You are involved in an accident and are 100% responsible. Your car is a total loss.

You receive nothing under your Direct Compensation - Property Damage Coverage.

You have the optional Collision or Upset Coverage and your deductible is \$500. Under the optional coverage, we will pay \$11,500 (\$12,000 less \$500, the deductible).

In sum: You receive \$11,500. You are responsible for \$500, the Collision deductible.

**Example #3**  
(you are partly responsible - with optional Loss or Damage Coverages)

Your car has an actual cash value of \$12,000. You are involved in an accident and are 25% responsible. Your car is a total loss.

Your Direct Compensation - Property Damage (DC-PD) deductible is \$300. Under DC-PD, we will pay \$8,775 (\$9,000 -- being 75% of the value of your automobile -- less \$225 -- being 75% of the deductible).

You have the optional Collision or Upset Coverage and your deductible is \$500. Under the optional coverage, we will pay a further \$2,875 (\$3,000 -- being 25% of the value of your auto -- less \$125 -- being 25% of the deductible).

In sum: You receive \$11,650. You are responsible for the deductibles totalling \$350.

**Example #4**  
(you are partly responsible - with optional Loss or Damage Coverages)

You are involved in an accident for which you are 25% responsible. Your car sustains \$5,000 in damage.

Your Direct Compensation - Property Damage (DC-PD) deductible is \$300. Under DC-PD, we will pay \$3,525 (\$3,750 -- being 75% of \$5,000 -- less \$225 -- being 75% of the DC-PD deductible).

You have the optional Collision or Upset Coverage and your deductible is \$500. Under the optional coverage, we will pay a further \$1,125 (\$1,250 -- being 25% of \$5,000 -- less \$125 -- being 25% of the deductible).

In sum: You receive \$4,650. You are responsible for the deductibles totalling \$350.

If you are insured for loss or damage caused by fire or lightning, there is no deductible for these losses.

## 7.4 Additional Benefits

Whatever Loss or Damage Coverage you choose under this Section, your coverage will include the following additional benefits.

### 7.4.1 Payment of Charges

We will pay general average, salvage and fire department charges and any Canadian or U.S. customs duties for which you are legally responsible as a result of an insured peril.

### Example

Your car is damaged in a fire. The fire department properly bills you for the cost of putting out the fire. A new transmission must be imported before the car can be repaired. We will pay the fire department's bill, import duties on the replacement part and for the parts and repairs themselves.

In this instance, salvage means any expense involved in recovering property to prevent loss from an insured peril.

General average charges may arise when a described automobile is shipped by water. If it becomes necessary to dump a portion of the ship's cargo overboard to save the ship, you may be legally responsible for a share of the resulting losses. We will cover that expense.

### 7.4.2 Forgoing Our Right to Recover

If someone else is using a described automobile with your permission when an insured loss occurs, we will pay for the resulting claim. We will also forego our right to recover the money from that person.

**However**, we will keep the right to recover payment:

- if the person has the automobile in connection with the business of selling, repairing, maintaining, storing, servicing or parking automobiles; or
- if the person using the automobile violates any condition of this policy, or operates it in circumstances referred to in 7.2.2.

### Examples

- #1 You allow a friend to use your car and she runs into a fire hydrant and damages the car. We will pay for repairs and will not sue her to recover the money.
- #2 You hand over your car to a parking attendant or garage employee. He scratches the side while parking it. We will pay for repairs and recover from the garage owners because they had your automobile in connection with their business.
- #3 You allow a friend to use your car. Later, without your knowledge, he drives it while impaired by alcohol and hits a tree. We will pay for the repairs to the car, but we will recover from your friend. Driving while impaired is illegal and a violation of the terms of this policy.

### 7.4.3 Temporary Substitute Automobile Covered

If you or anyone else drives a temporary substitute automobile (described in Section 2), you may be responsible for any damage to it as a result of liability imposed by law or agreed to by you or the driver. In that case, we will pay for direct damage for which you or the driver are legally responsible, minus the deductible for that peril under this policy.

However, if the owner of the substitute automobile has it insured for such losses, and the deductible on that policy is larger than the one on your own policy for such loss, the most we will pay will be the difference between the two deductibles.

If there is a disagreement over who is responsible for the damage, we have the right just as we would under Section 3 - Liability Coverage, to settle the matter appropriately and we will cover the costs of any investigation, negotiation or lawsuit.

**Example #1**

You rent a car to replace your own, which is being repaired following an accident. While driving the rental car, you cause \$800 worth of damage to it. The rental company has a collision policy with a \$1,000 deductible. The Collision deductible in your policy is only \$500. In settling the matter, we will pay \$300 (\$800 less \$500).

**Example #2**

You rent a car to replace your own, which is being repaired following an accident. While driving the rental car, you cause \$2,800 worth of damage to it. The rental company has a collision policy with a \$1,000 deductible. The Collision deductible in your policy is only \$500. In settling the matter, we will pay \$500, the difference between the deductibles.

**7.4.4 Loss of Use Due to Theft**

If a described automobile is stolen, and you are protected by the All Perils, Comprehensive, or Specified Perils options, we will pay reasonable expenses for the rental of a similar substitute automobile.

If you choose not to rent an automobile, we will pay reasonable expenses incurred for taxis or public transportation.

We won't cover these costs until 72 hours after the theft has been reported to us or to the police. Even if your policy expires after the theft, coverage will continue until your automobile is repaired or replaced, or sooner if money is offered to settle the claim.

**The most we will pay in either case for such expenses is \$900.**

**7.5 Your and Other Insured Persons' Responsibilities**

When making a claim under this Section, you and other insured persons must:

- notify us in writing within seven days of the incident (or, if unable because of incapacity, as soon as possible after that), giving us the best information available at that time concerning the loss or damage and circumstances.
- do as much as is reasonably possible to protect the automobile from further damage. We will pay for any reasonable protection provided. Further damage resulting from failure to provide reasonable protection will not be covered by this policy.
- make no repairs beyond those needed for protection of the automobile, or remove evidence of the damage, without our written consent or until we have had time to inspect the automobile.
- allow us to copy all documents in your or other insured persons' possession that relate to the incident.
- permit us to inspect the automobile at any reasonable time.
- complete a statutory declaration within 90 days of the incident, if requested. The declaration will describe what happened in detail, the cause and amount of the loss, those affected and how, and state that the loss was truly accidental. We will also need to know if any other insurance is involved.
- not leave us to dispose of the automobile unless we agree to accept it. If we decide to replace the automobile or pay its

actual cash value, less the deductible shown in your Certificate of Automobile Insurance, we own the salvage.

**7.6 Our Right to Repair, Replace or Rebuild the Automobile**

We have the right to repair, replace or rebuild the automobile rather than pay for the damage. If we choose to do this, we will let you or other insured persons know in writing within seven days of receiving notice of the claim. We will complete the work within a reasonable time using parts of similar kind and quality.

**7.7 What We Will Pay**

We will not pay more for the automobile than its actual cash value at the time it was damaged or stolen, less the deductible shown in your Certificate of Automobile Insurance.

The value of the loss or damage is also based on actual cash value after taking into account depreciation. We will not pay more to repair the automobile than its actual cash value at the time it was damaged or stolen, less the deductible.

We will pay the lower of the following:

- the cost to repair the loss or damage, less the deductible; or
- the actual cash value of the automobile at the time it was damaged or stolen, less the deductible.

**Example**

When your automobile was new, three years ago, it cost \$16,000. Today, its actual cash value is \$10,000. You have the optional Comprehensive Coverage and your deductible is \$500. If the automobile were totally destroyed in a fire or by lightning, the most we would pay under the optional coverage is \$10,000. If the automobile were stolen, the most we would pay under the optional coverage is \$9,500 (\$10,000 - \$500).

We will not pay more than \$1,500 for loss or damage to electronic accessories or equipment other than factory installed equipment. We will pay the actual cash value of the equipment up to \$1,500 in total.

"Electronic accessories and equipment" includes, but is not limited to, radios, tape players/decks, stereo players/decks, compact disc players, speakers, telephones, two-way radios including CB radios, ham radios and VHF radios, televisions, facsimile machines, electronic navigation assistance, positioning and location finding devices, computers, and items of a similar nature.

"Factory installed equipment" means electronic accessories and equipment which was included in the original new purchase price of the automobile.

**7.8 Settling a Claim**

If you disagree with us over the value of the vehicle or equipment or the nature amount or costs of any repairs, the issue can be submitted for an appraisal under the *Insurance Act*, if you and we agree on this process. You and we will each appoint an appraiser, who will either agree on the award or, if they disagree, will appoint an umpire to decide as between their respective positions.

### Section 8

**Note: The *Insurance Act* (Ontario) requires that these conditions be printed as part of every automobile insurance policy in Ontario. For convenience, the conditions have been included in each Section of the policy where they apply. If there is a discrepancy between these conditions and the wording in the policy, these conditions prevail.**

#### Statutory Conditions

In these statutory conditions, unless the context otherwise requires, the word, "insured" means a person insured by this contract, whether named or not.

#### Material Change in Risk

1. (1) The insured named in this contract shall promptly notify the insurer or its local agent in writing of any change in the risk material to the contract and within the insured's knowledge.
- (2) Without restricting the generality of the foregoing, the words, "change in the risk material to the contract" include:
  - (a) any change in the insurable interest of the insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the *Bankruptcy and Insolvency Act* (Canada);
 

and, in respect of insurance against loss of or damage to the automobile,
  - (b) any mortgage, lien or encumbrance affecting the automobile after the application for this contract;
  - (c) any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

#### Incorrect Classification

2. (1) Where the insured has been incorrectly classified under the risk classification system used by the insurer or under the risk classification system that the insurer is required by law to use, the insurer shall make the necessary correction.

#### Refund of Premium Overpayment

- (2) Where a correction is made under subcondition (1) of this condition, the insurer shall refund to the insured the amount of any premium overpayment together with interest thereon for the period that the incorrect classification was in effect at the bank rate at the end of the first day of the last month of the quarter preceding the quarter in which the incorrect classification was first made, rounded to the next highest whole number if the bank rate includes a fraction.

#### Definition

- (3) In subcondition (2) of this condition, "bank rate" means the bank rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the banks listed in Schedule I to the *Bank Act* (Canada).

#### Additional Premium

- (4) Where a correction is made under subcondition (1) of this condition within sixty days after this contract takes effect, the

insurer may require the insured to pay any additional premium resulting from the correction, without interest.

#### Monthly Payments

3. Unless otherwise provided by the regulations under the *Insurance Act*, the insured may pay the premium, without penalty, in equal monthly payments totalling the amount of the premium. The insurer may charge interest not exceeding the rate set out in the regulations.

#### Authority to Drive

4. (1) The insured shall not drive or operate or permit any other person to drive or operate the automobile unless the insured or other person is authorized by law to drive or operate it.

#### Prohibited Use

- (2) The insured shall not use or permit the use of the automobile in a race or speed test or for any illicit or prohibited trade or transportation.

#### Requirements Where Loss or Damage to Persons or Property

5. (1) The insured shall,
  - (a) give to the insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the incident;
  - (b) verify by statutory declaration, if required by the insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and
  - (c) forward immediately to the insurer every letter, document, advice or statement of claim received by the insured from or on behalf of the claimant.

- (2) The insured shall not,
  - (a) voluntarily assume any liability or settle any claim except at the insured's own cost; or
  - (b) interfere in any negotiations for settlement or in any legal proceeding.
  - (c) The insured shall, whenever requested by the insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

#### Requirements Where Loss or Damage to Automobile

6. (1) Where loss of or damage to the automobile occurs, the insured shall, if the loss or damage is covered by this contract,
  - (a) give notice thereof in writing to the insurer with the fullest information obtainable at the time;
  - (b) at the expense of the insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and

- (c) deliver to the insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur directly or indirectly through any wilful act or neglect of the insured.
- (2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under subcondition (1) of this condition is not recoverable under this contract.
- (3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed,
  - (a) without the written consent of the insurer; or
  - (b) until the insurer has had a reasonable time to make the examination for which provision is made in statutory condition 8.

#### **Examination of Insured**

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

#### **Insurer Liable for Cash Value of Automobile**

- (5) The insurer shall not be liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that actual cash value with proper deduction for depreciation, however caused, and shall not exceed the amount that it would cost to repair or replace the automobile, or any part thereof, with material of like kind and quality, but, if any part of the automobile is obsolete and out of stock, the liability of the insurer in respect thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

#### **Repairing, rebuilding or replacing property damaged or lost**

- (6) The insurer may repair, rebuild or replace the property that is damaged or lost, instead of making the payment referred to in statutory condition 9, if the insurer gives written notice of its intention to do so within seven days after receipt of the proof of loss.

#### **Time for repairs**

- (6.1) The insurer shall carry out the repair, rebuilding or replacement referred to in subcondition (6),
  - (a) within a reasonable period of time after giving the notice required under subcondition (6), if an appraisal referred to in subcondition (2.1) of statutory condition 9 is not carried out in respect of the claim; or
  - (b) within a reasonable period of time after the insurer receives the appraisers' determination of the matters in disagreement, if an appraisal referred to in subcondition (2.1) of statutory condition 9 is carried out in respect of the claim.

#### **New or aftermarket parts**

- (6.2) For the purposes of subcondition (6), the insurer may repair, rebuild or replace the property with new parts provided by the original equipment manufacturer or with non-original or rebuilt parts of like kind and quality to the property that was damaged or lost.

#### **No Abandonment; Salvage**

- (7) There shall be no abandonment of the automobile to the insurer without the insurer's consent. If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vest in the insurer.

#### **Time Limit**

- 7. The notice required by subcondition (1) of statutory condition 5 and subcondition (1) of statutory condition 6 shall be given to the insurer within seven days of the incident but if the insured is unable because of incapacity to give the notice within seven days of the incident, the insured shall comply as soon as possible thereafter.

#### **Inspection of Automobile**

- 8. The insured shall permit the insurer at all reasonable times to inspect the automobile and its equipment.

#### **Time and manner of payment of insurance money**

- 9. (1) If the insurer has not chosen to repair, rebuild or replace the property that is damaged or lost, the insurer shall pay the insurance money for which it is liable under the contract,
  - (a) within 60 days after the insurer receives the proof of loss, if no appraisal referred to in subcondition (2.1) is carried out in respect of the claim; or
  - (b) within 15 days after the insurer receives the appraisers' determination of the matters in disagreement, if an appraisal referred to in subcondition (2.1) is carried out in respect of the claim.

#### **Reasons for Refusal**

- (2) If the insurer refuses to pay a claim, it shall promptly inform the insured in writing of the reasons the insurer claims it is not liable to pay.

#### **Resolution of disagreement by appraisal under s. 128 of the Act**

- (2.1) Section 128 of the Act applies to this contract if,
  - (a) the insurer has received a proof of loss from the insured in respect of property that is lost or damaged;
  - (b) the insured and the insurer disagree on,
    - (i) the nature and extent of repairs, rebuilding and replacements required or their adequacy, or
    - (ii) the amount payable in respect of the loss or damage; and
  - (c) either the insured or the insurer requests in writing that an appraisal under section 128 of the Act be carried out and the other of them agrees.

**When Action may be Brought**

- (3) The insured shall not bring an action to recover the amount of a claim under this contract unless the requirements of statutory conditions 5 and 6 are complied with.

**Limitation of Actions**

- (4) Every action or proceeding against the insurer under this contract in respect of loss or damage to the automobile or its contents shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or other property shall be commenced within two years next after the cause of action arose and not afterwards.

**Who May Give Notice and Proofs of Claim**

10. Notice of claim may be given and proofs of claim may be made by the agent of the insured in case of absence or inability of the insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for or, in the like case or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

**Deductible amounts**

- 10.1 (1) Despite anything in this contract,
- (a) the insurer shall be liable only for amounts in excess of the applicable deductible amount, if any, mentioned in this contract; and
- (b) any provision in this contract relating to an obligation of the insurer to pay an amount or to repair, rebuild or replace property that is damaged or lost shall be satisfied by paying the amount determined by deducting any applicable deductible amount from,
- (i) the amount the insured would otherwise be entitled to recover, or
- (ii) the cost of repairing, rebuilding or replacing the property.

**Deemed deductible amount**

- (2) For the purposes of subsection (1), an amount that an insurer is not liable to pay by reason of subsection 261 (1) or (1.1) or 263 (5.1) or (5.2.1) of the *Insurance Act* shall be deemed to be a deductible amount under this contract.

**Termination**

10. (1) Subject to section 12 of the *Compulsory Automobile Insurance Act* and sections 237 and 238 of the *Insurance Act*, the insurer may, by registered mail or personal delivery, give to the insured a notice of termination of the contract.

- (1.1) If the insurer gives a notice of termination under subsection (1) for a reason other than non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract or if the insurer gives a notice of termination in accordance with subsection (1.7), the notice of termination shall terminate the contract no earlier than,

- (a) the 15th day after the insurer gives the notice, if the insurer gives the notice by registered mail; or
- (b) the fifth day after the insurer gives the notice, if the insurer gives the notice by personal delivery.

- (1.2) Subject to subsection (1.7), if the insurer gives a notice of termination under subsection (1) for the reason of non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract, the notice of termination shall comply with subsection (1.3) and shall specify a day for the termination of the contract that is no earlier than,

- (a) the 30th day after the insurer gives the notice, if the insurer gives the notice by registered mail; or
- (b) the 10th day after the insurer gives the notice, if the insurer gives the notice by personal delivery.

- (1.3) A notice of termination mentioned in subsection (1.2) shall,

- (a) state the amount due under the contract as at the date of the notice; and
- (b) state that the contract will terminate at 12:01 a.m. of the day specified for termination unless the full amount mentioned in clause (a), together with an administration fee not exceeding the amount approved under Part XV of the Act, payable in cash or by money order or certified cheque payable to the order of the insurer or as the notice otherwise directs, is delivered to the address in Ontario that the notice specifies, not later than 12:00 noon on the business day before the day specified for termination.

- (1.4) For the purposes of clause (a) of subsection (1.3), if the insured and the insurer have previously agreed, in accordance with the regulations, that the insured is permitted to pay the premium under the contract in instalments, the amount due under the contract as at the date of the notice shall not exceed the amount of the instalments due but unpaid as at the date of the notice.

- (1.5) If the full amount payable under clause (b) of subsection (1.3) is not paid by the time and in the manner that the notice specifies, the contract shall be deemed to be terminated, without any further action being required on the part of the insurer, as of 12:01 a.m. of the day specified for termination.

- (1.6) If the full amount payable under clause (b) of subsection (1.3) is paid by the time and in the manner that the notice specifies, the contract shall not terminate on the day specified for termination and the notice shall have no further force or effect.

- (1.7) If, on two previous occasions in respect of the contract, the insurer has given a notice of termination mentioned in subsection (1.2) and the full amount payable under clause (b) of subsection (1.3) has been paid by the time and in the manner that the notice specifies and if a non-payment again occurs of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract, the insurer may, by registered mail or personal delivery, give to the insured a notice of termination of the contract and subsection (1.1) applies to the notice, instead of subsection (1.2).

- (2) This contract may be terminated by the insured at any time on request.

- (3) Where this contract is terminated by the insurer,

- (a) the insurer shall refund the excess of premium actually paid by the insured over the proportionate premium for the expired time, but in no event shall the proportionate

	<b>Statutory Condition</b>	<b>Where It Appears</b>
premium for the expired time be deemed to be less than any minimum retained premium specified;	6(1)c	5.4.2, 6.5, 7.5
(b) if the termination is for a reason other than non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract or if the insurer gives a notice of termination in accordance with subcondition (1.7), the refund shall accompany the notice, unless the premium is subject to adjustment or determination as to the amount, in which case, the refund shall be made as soon as practicable; and	6(2) 6(3)a 6(3)b 6(4) 6(5) 6(6) 6(6.1) 6(6.2) 6(7)	5.4.2, 6.5, 7.5 5.4.2, 6.5, 7.5 5.4.2, 6.5, 7.5 5.4.2, 6.5, 7.5 5.4.4, 6.2, 7.7 5.4.3, 6.6, 7.6 5.4.3, 6.6, 7.6 5.4.3, 6.6, 7.6 5.4.2, 6.5, 7.5
(c) if the termination is for the reason of non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract and if subcondition (1.7) does not apply to the termination, the refund shall be made as soon as practicable after the effective date of the termination.	7 8 9(1) 9(2) 9(2.1) 9(3) 9(4)	3.4, 5.4.2, 6.5, 7.5 1.4.7, 2.2.1, 5.4.2, 6.5, 7.1, 7.5 1.6.1 1.6.1 5.6.2, 6.7.3, 7.8 5.8.1 5.9.2, 5.9.3
(4) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.	10 10.1 11(1) 11(1.1) 11(1.2) 11(1.3) 11(1.4) 11(1.5)	1.5 5.2.3, 5.7.1, 6.2, 6.4.2, 7.3 1.7.2 1.7.3 1.7.3 1.7.3 1.7.3 1.7.3 1.7.3
(5) For the purpose of clause (a) of subconditions (1.1) and (1.2), the day on which the insurer gives the notice by registered mail shall be deemed to be the day after the day of mailing.	11(1.6) 11(1.7)	1.7.3 1.7.4
(6) All references in this condition to times of day shall be interpreted to mean the time of day in the local time of the place of residence of the insured.	11(2) 11(3)(a) 11(3)(b) 11(4) 11(5) 11(6)	1.7.1, 1.7.5 1.7.5 1.7.5 1.7.1 1.7.3, 1.7.4 1.7.3, 1.7.4
<b>Notice</b>	12	1.5

12. Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in this contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression, "registered" means registered in or outside Canada.

#### Statutory Accident Benefits Protected

13. Despite a failure to comply with these statutory conditions, a person is entitled to such benefits as are set out in the *Statutory Accident Benefits Schedule*.

<b>Statutory Condition</b>	<b>Where It Appears</b>
1(1)	1.4.1
1(2)a	1.4.2
1(2)b	1.4.3
1(2)c	1.4.3
2(1)	1.6.2
2(2)	1.6.2
2(3)	1.6.2
2(4)	1.6.2
3	1.6.3
4(1)	1.4.5, 7.2.2
4(2)	1.4.6, 7.2.2
5(1)a	3.4
5(1)b	3.4
5(1)c	3.4
5(2)a	3.4
5(2)b	3.4
5(3)	3.4
6(1)a	5.4.2, 6.5, 7.5
6(1)b	5.4.2, 6.5, 7.5

(138-G762E)

## **Police d'assurance-automobile de l'Ontario**

(FPO 1)

**Police du propriétaire**

**Approuvée par le commissaire aux assurances  
Police standard du propriétaire à compter du  
1<sup>er</sup> juin 2005**

#### **Avant-propos**

Voici votre police d'assurance-automobile. Elle est rédigée en des termes faciles à comprendre. Veuillez la lire avec attention afin de connaître vos droits et obligations ainsi que ceux de votre compagnie d'assurance.

Vous trouverez ci-dessous un bref aperçu de chaque article de la police. Pour obtenir plus de précisions sur les garanties et leurs conditions, reportez-vous, dans la suite du document, aux articles correspondants.

**Article 1 - Introduction** : Vous y trouverez des renseignements valables pour l'ensemble de la police. Pour bien comprendre ce que couvre chaque garantie et ce qu'elle exclut, nous vous recommandons de lire les articles 1 et 2, puis *tout* l'article qui, dans la police, se rapporte à la garantie en cause.

**Article 2 - Automobiles assurées** : On vous y explique les garanties offertes à l'égard d'une automobile décrite; on précise aussi comment une garantie couvrant une automobile décrite peut être étendue à

d'autres types d'automobiles (par exemple une nouvelle acquisition ou une voiture de remplacement temporaire).

**Article 3 - Responsabilité** : Vous y verrez une description de la protection que nous vous offrons quand vous-même ou une autre personne assurée êtes responsable d'un accident qui entraîne le décès d'un tiers, le (la) blesse ou cause des dommages à ses biens.

**Article 4 - Indemnités d'accident** : On y décrit les prestations et indemnités auxquelles vous serez admissible à la suite d'un accident, quel qu'en soit le responsable.

**Article 5 - Automobile non assurée** : Vous y verrez la protection offerte aux personnes qui décèdent ou sont blessées dans un accident imputable à un(e) automobiliste non assuré(e) ou coupable d'un délit de fuite.

**Article 6 - Garantie d'indemnisation directe en cas de dommages matériels** : On vous y explique de quelle manière vous serez compensé(e) des dommages subis par votre automobile dans un accident dont vous n'êtes pas entièrement responsable.

**Article 7 - Perte ou dommages** : Il s'agit ici des protections facultatives que vous pouvez vous procurer pour être indemnisé(e) de la perte de votre automobile ou des dommages qu'elle subit par suite d'une collision, d'un incendie, de vol et de divers autres risques imprévisibles.

**Article 8 - Conditions légales** : Vous y verrez les exigences mentionnées dans la *Loi sur les assurances* à l'égard de toutes les polices d'assurance-automobile souscrites en Ontario. Pour vous en faciliter la compréhension, nous les avons aussi indiquées dans chacune des articles de la police auxquelles elles s'appliquent. En cas de divergence entre la formulation des conditions légales et celle de la police, le texte de l'article 8 prévaut sur celui de la police.

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### Avant-propos

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- Portée géographique de l'assurance
- Définitions
- Vos obligations
- À qui faut-il adresser les demandes de règlement? Qui peut le faire?
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  - Paiement de la prime par mensualités
- Résiliation de votre police
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  - Demandes de règlement pour certains dommages matériels
- Demandes de règlement pour lésions corporelles ou décès
  - Personnes assurées
  - Exclusion visant les parents à charge
  - Automobiles décrites louées
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  - Examens médicaux
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  - Personnes assurées
  - Conditions relatives aux demandes de règlement pour dommages matériels
  - Droit de réparer, remplacer ou reconstruire l'automobile
  - Montant de l'indemnité
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- Restrictions et exclusions
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Restrictions relatives aux poursuites  
 Respect des conditions de la présente police  
 Délais à respecter - Poursuites pour perte ou dommages  
 Délais à respecter - Poursuites pour lésions corporelles ou décès

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Introduction  
 Portée de la garantie  
 Personnes assurées  
 Calcul des indemnités  
 Responsabilité  
 Franchise  
 Obligations des personnes assurées  
 Droit de réparer, remplacer ou reconstruire l'automobile  
 Situations diverses que ne couvre pas votre police  
 Biens contaminés  
 Risque nucléaire  
 Montant de l'indemnité

**Article 7 : Garanties contre la perte ou les dommages (facultatives)**

Introduction  
 Perte ou endommagement de votre automobile  
 Garanties offertes  
 Portée de la garantie  
 Généralités  
 Utilisation illicite de l'automobile  
 Exclusion de certains vols  
 Franchise  
 Autres avantages  
 Paiement des frais  
 Renonciation à notre droit de recouvrer des sommes versées  
 Automobiles de remplacement temporaire  
 Perte de jouissance en raison d'un vol  
 Obligations des personnes assurées  
 Droit de réparer, remplacer ou reconstruire l'automobile  
 Montant de l'indemnité  
 Règlement de la demande

**Article 8 : Conditions légales**

**Les exigences de la loi en matière d'assurance**

La loi oblige les propriétaires d'une automobile utilisée sur les routes ontariennes à se procurer divers types d'assurances, auxquels vous pouvez ajouter des garanties complémentaires pour vous prémunir contre d'autres risques. Vous trouverez dans le tableau qui suit **un aperçu sommaire** des garanties qui vous sont offertes; pour obtenir plus de précisions et vous informer des conditions à remplir, veuillez vous reporter aux articles correspondants de la police. Le texte de celle-ci prévaut sur celui du présent document en cas de différence.

**Vous avez une garantie particulière seulement si une prime est indiquée sur le Certificat d'assurance-automobile pour cette garantie ou s'il y est indiqué que la garantie est fournie sans frais. Si vous avez assuré plusieurs automobiles, une prime doit être indiquée pour chacune.**

Garanties obligatoires		
Garantie	Nature de la protection	Article de la police
<b>Responsabilité</b>	Vous protégez si un tiers meurt, est blessé ou subit des dommages matériels. Elle assure le paiement des demandes d'indemnité légitimes présentées contre vous, jusqu'à concurrence de la limite de garantie, y compris les frais de règlement.	<b>Article 3</b>
<b>Indemnités d'accident</b>	Vous protégez si vous êtes blessé(e) dans un accident, quel qu'en soit le responsable. Vous pourrez notamment recevoir : <ul style="list-style-type: none"> <li>des indemnités complémentaires pour frais médicaux, des indemnités de réadaptation et de soins auxiliaires;</li> <li>des indemnités de remplacement de revenu (non imposables) pour les salariés ou les travailleurs autonomes;</li> <li>des indemnités pour les personnes sans emploi rémunéré;</li> <li>des indemnités de soignant(e) (en cas de lésions corporelles ce [cette] dernier[re]);</li> <li>des indemnités funéraires et des prestations de décès (quand l'accident est fatal).</li> </ul>	<b>Article 4</b>
<b>Automobile non assurée</b>	Cette garantie s'applique si vous mourez ou êtes blessé(e) dans un accident causé par un(e) automobiliste non assuré(e) ou coupable d'un délit de fuite. Vous compensez des dommages causés à votre automobile par un(e) automobiliste non assuré(e) que l'on a pu identifier.	<b>Article 5</b>
<b>Indemnisation directe en cas de dommages matériels</b>	À certaines conditions, vous protégez en Ontario contre les dommages à votre automobile et à son contenu lors d'un accident causé par un(e) autre automobiliste.	<b>Article 6</b>

Garanties facultatives		
Garantie	Nature de la protection	Article de la police
<b>Assurance supplémentaire de responsabilité</b>	Vous pouvez vous assurer au-delà du minimum prescrit par la loi.	



<b>Perte ou dommages à votre automobile</b>	Vous pouvez vous assurer contre la perte de votre automobile ou les dommages résultant d'une collision, d'un incendie, du vol et d'autres risques imprévisibles.	<b>Article 7</b>
<b>Autres garanties facultatives</b>	Votre agent(e) ou courtier(ère) peut vous indiquer les nombreuses autres garanties offertes pour parer à diverses situations.	

## Article 1

### Introduction

#### 1.1 Votre police fait partie d'un contrat

Cette police fait partie du contrat que nous avons conclu avec vous. Le contrat comprend trois documents :

- la Proposition d'assurance-automobile remplie et signée;
- le Certificat d'assurance-automobile;
- la police elle-même.

En vertu du contrat, nous convenons de vous procurer les garanties sommairement décrites dans votre Certificat d'assurance-automobile, en échange desquelles vous consentez à nous verser une prime.

**Vous avez une garantie particulière pour une automobile donnée seulement si une prime est indiquée sur le Certificat d'assurance-automobile pour cette garantie ou s'il y est indiqué que la garantie est fournie sans frais.**

#### 1.2 Portée géographique de l'assurance

Votre police vous protège, vous et les autres personnes assurées, contre les accidents survenant au Canada, aux États-Unis, dans tout autre pays désigné dans l'*Annexe sur les indemnités d'accident légales* et dans des navires reliant des ports de ces pays. Toutes les limites mentionnées sont exprimées en dollars canadiens.

#### 1.3 Définitions

Voici la définition de certains termes et expressions qui reviennent régulièrement dans la police.

##### Automobile

Dans la police, la définition d'«**automobile**» englobe le terme «**motoneige**». Les règlements peuvent, ou non, inclure d'autres types ou catégories de véhicules en tant qu'automobiles.

Dans la police, nous faisons une distinction entre une **automobile décrite** et l'**automobile**. L'expression «**automobile décrite**» renvoie à toute automobile précisément mentionnée dans le Certificat d'assurance-automobile.

Le terme «l'**automobile**» désigne :

- soit une automobile décrite;
- soit une automobile nouvellement acquise;
- soit une automobile de remplacement temporaire;
- soit d'autres automobiles conduites par vous, ou votre conjoint(e) si cette personne habite sous votre toit;
- soit des remorques dans certaines situations.

Vous trouverez une description plus précise de ces différents types d'automobile à l'article 2.

### Certificat d'assurance-automobile

Le **Certificat d'assurance-automobile** est un document qui résume vos garanties. Y figurent votre nom (ou celui de votre organisation), l'automobile ou les automobiles décrites, les garanties obtenues, les primes correspondantes et la durée de la police.

### Assurés - Garanties

Les **assurés** sont ceux et celles que protège l'assurance. Les **garanties** désignent les différents types d'assurance et leur limite respective.

### Perte ou dommages directs

L'expression «**perte ou dommages directs**» désigne le résultat direct d'un risque. Par exemple, les dommages causés à une automobile lors d'une collision est un effet direct de celle-ci. Par contre, l'impossibilité de se servir de son automobile pendant une réparation est le résultat indirect d'un accident.

### Conducteur(trice) exclu(e)

Un(e) **conducteur(trice) exclu(e)** est une personne expressément privée des garanties prévues dans la police quand elle conduit l'automobile décrite, une automobile de remplacement temporaire ou une automobile nouvellement acquise. Elle ne conserve que son droit aux **indemnités d'accident** prévues par la loi à l'intention des personnes blessées dans un accident survenant en Ontario.

### Assuré(e) désigné(e)

L'**assuré(e) désigné(e)** est la personne ou l'organisation au nom de laquelle est établi le Certificat d'assurance-automobile.

### Personne transportée

Dans la police, le terme «**personne transportée**» désigne toute personne, conducteur(trice) compris(e), se trouvant dans une automobile, y montant ou en descendant.

### Relevé des dommages

Le **relevé des dommages** constitue la déclaration officielle du sinistre donnant lieu à la demande de règlement. Nous devons y trouver tous les renseignements dont nous avons besoin pour établir si la demande est raisonnable et déterminer la portée de notre responsabilité.

### Conjoint(e)

Le terme «conjoint(e)» vise l'une ou l'autre de deux personnes qui, selon le cas :

- sont mariées l'une à l'autre;
- ont contracté un mariage annulable ou nul, la personne qui soumet une demande de règlement en vertu de la présente police ayant été de bonne foi;
- ont vécu ensemble dans une relation conjugale hors mariage de façon ininterrompue depuis au moins trois ans ou dans une relation d'une certaine permanence, si elles sont les parents naturels ou adoptifs d'un enfant.

### Nous et vous

Dans toute la police, les termes «vous», «votre» et «vos» renvoient à la personne ou à l'organisation tenant lieu d'assuré(e) désigné(e) dans le Certificat d'assurance-automobile.

D'autres personnes peuvent être protégées par la police dans certaines situations. Elles sont alors, tout comme vous, désignées par l'expression «personnes assurées».

Les termes «nous», «notre» et «nos» désignent la compagnie qui fournit l'assurance.

### 1.4 Vos obligations

**Si vous ne remplissez pas vos obligations, il est possible qu'on vous refuse une demande de règlement en vertu de la police, sauf si elle a trait à certaines indemnités d'accident.**

En acceptant ce contrat d'assurance, vous convenez de vous conformer aux obligations suivantes :

- 1.4.1** Vous convenez de nous informer sans délai et par écrit dès que vous apprenez que votre situation de conducteur(trice), propriétaire ou locataire d'une automobile désignée se trouve sensiblement modifiée. Vous vous engagez aussi à nous informer de tout changement qui risquerait de hausser les possibilités d'accident ou nous inciterait à envisager de ne plus vous assurer au tarif courant.

**Vous devez nous informer promptement** de tout changement aux données figurant dans votre proposition d'assurance originale (addition de conducteurs, modification de l'utilisation d'une automobile, etc.).

- 1.4.2** Vous convenez de nous informer de la vente ou de la cession d'une automobile décrite dont vous êtes propriétaire, sauf si celle-ci passe en d'autres mains par succession, à la suite d'un décès ou dans le cadre d'une procédure découlant de la *Loi sur la faillite et l'insolvabilité* (Canada).
- 1.4.3** Si vous vous êtes procuré(e) les garanties facultatives contre la **perte** ou les **dommages**, vous convenez de nous informer de tout privilège (intervention de l'intérêt d'autres personnes), hypothèque ou prêt nouveau concernant une automobile décrite, ainsi que de toute autre police d'assurance offrant les mêmes garanties.
- 1.4.4** Vous convenez de nous informer par écrit, dans les sept jours ou, à défaut, aussitôt que possible, de tout incident impliquant l'automobile et devant être signalé aux autorités policières en vertu du *Code de la route* ou à propos de laquelle vous envisagez de présenter une demande de règlement en vertu de la présente police.
- 1.4.5** Vous convenez de ne pas conduire l'automobile ou de ne pas permettre à qui que ce soit de le faire quand la loi l'interdit.
- 1.4.6** Vous convenez de ne pas permettre que l'automobile soit utilisée dans une course, une épreuve de vitesse, un commerce illégal ou une activité de transport interdite, que ce soit par vous ou par quelqu'un d'autre.
- 1.4.7** Vous nous autorisez à inspecter l'automobile et ses composants à toute heure raisonnable.

### Avertissement - Infractions

**Toute personne faisant consciemment une déclaration fausse ou trompeuse à un assureur en relation avec l'admissibilité de la personne concernée à recevoir une prestation en vertu d'un contrat d'assurance, ou omettant volontairement d'informer, en 14 jours ou moins, l'assureur d'un changement important survenu dans sa situation relativement à cette admissibilité, commet une infraction à la Loi sur les assurances. Une personne trouvée coupable d'une telle infraction est passible d'une amende maximale de 100 000 \$ pour la première infraction et d'une amende maximale de 200 000 \$ pour toute condamnation ultérieure additionnelle.**

**Toute personne fabriquant ou utilisant sciemment un faux document, avec l'intention qu'il soit reconnu comme un document authentique, commet une infraction au Code criminel fédéral et une personne trouvée coupable de cette infraction est passible d'un emprisonnement maximal de 10 ans.**

**Toute personne qui, par supercherie, mensonge ou autre moyen malhonnête, escroque ou tente d'escroquer une compagnie d'assurance, est coupable d'une infraction au Code criminel. Une personne trouvée coupable de cette infraction est passible d'un emprisonnement maximal de 10 ans si la fraude implique une somme dépassant 5 000 \$ ou, dans le cas contraire, d'un emprisonnement maximal de 2 ans.**

### 1.5 À qui faut-il adresser les demandes de règlement? Qui peut le faire?

Seuls vous-même ou une autre personne assurée pouvez nous présenter une demande de règlement et un relevé des dommages. Vous pouvez le faire en personne ou par courrier recommandé auprès de notre agent(e) principal(e) ou de notre siège social en Ontario.

Si vous-même ou une autre personne assurée êtes légitimement incapables de nous faire parvenir la demande de règlement ou de remplir les documents requis, vous pouvez nommer un(e) représentant(e) qui le fera pour votre compte.

Si vous-même ou une autre personne assurée refusez ou êtes incapables de remplir les documents requis, toute personne en droit de recevoir totalement ou partiellement le produit de l'assurance peut le faire à votre place.

### 1.6 Nos droits et obligations

#### 1.6.1 Règlement des demandes

Nous réglerons les demandes légitimes dans les 60 jours qui suivent la réception du relevé des dommages ou même plus rapidement, dans le cas de certaines **indemnités d'accident**.

Quand nous refuserons une demande de règlement, nous expliquerons à la personne assurée, par écrit, les raisons pour lesquelles nous ne sommes pas obligés de l'indemniser.

#### 1.6.2 Classement incorrect et prime erronée

Pour établir ce que coûte chaque garantie et chaque classe d'assurance-automobile, nous suivons des règles particulières, qui nous servent aussi à classer nos assurés.

Nous nous engageons à corriger tout classement inexact.

Si une erreur de classement a entraîné une prime trop élevée, nous vous rembourserons l'excédent payé, plus l'intérêt relatif à la période écoulée.

Cet intérêt sera calculé au taux de base fixé par la Banque du Canada le premier jour du dernier mois du trimestre précédant

celui où le classement incorrect a été établi. Si ce taux est assorti d'une fraction, nous l'arrondirons à l'unité supérieure. (On entend par taux de base le taux d'intérêt exigé par la Banque du Canada pour ses prêts à court terme aux banques à charte.)

Si l'erreur de classement vous a fait payer une prime insuffisante, nous n'exigerons de surprime que si vous avez été informé(e) de la situation dans les 60 jours suivant la date d'entrée en vigueur de la police. Aucun intérêt ne vous sera facturé.

### 1.6.3 Paiement de la prime par mensualités

La loi autorise parfois les assurés à acquitter leur prime par versements mensuels égaux. Nous pouvons toutefois, dans ce cas, exiger le paiement d'intérêts au taux fixé par le gouvernement provincial en vertu de la *Loi sur les assurances* (Ontario).

## 1.7 Résiliation de votre police

### 1.7.1 Résiliation par vous

Vous pouvez résilier votre police d'assurance à votre gré, à la condition de nous en informer.

Dans ce cas, nous calculerons la prime due au taux à court terme, y compris des frais d'administration, en fonction de la période écoulée. Nous vous rembourserons toute somme due aussitôt que possible.

Il se peut que votre Certificat d'assurance-automobile fasse mention d'une prime minimale, qui ne vous sera pas remboursée.

### 1.7.2 Résiliation par nous

Si votre police est en vigueur depuis moins de 60 jours, nous ne pouvons l'annuler que pour l'un des motifs que nous avons fait inscrire auprès de la Commission des assurances de l'Ontario.

Si votre police est en vigueur depuis plus de 60 jours, nous ne pouvons l'annuler que pour l'un ou l'autre des motifs suivants :

- défaut de payer la prime;
- description erronée de l'automobile;
- fausse déclaration ou omission délibérées dans les renseignements à donner dans la Proposition d'assurance-automobile;
- modification sensible du risque.

Si nous annulons votre police, nous calculerons la prime due au prorata, c'est-à-dire selon le nombre réel de jours pendant lesquels vous avez été assuré(e). Si la moitié de la période sur laquelle porte la prime s'est écoulée par exemple, vous paierez la moitié de la prime.

Si votre Certificat d'assurance-automobile fait mention d'une prime minimale, ce montant ne vous sera pas remboursé.

Si vous avez déjà payé plus que la prime due, nous vous rembourserons l'excédent au moment de la résiliation. Votre remboursement peut tarder si nous avons à faire des rajustements ou attendons de recevoir les renseignements nécessaires au calcul du montant en cause, auquel cas nous vous verserons votre dû aussitôt que possible.

### 1.7.3 Comment nous pouvons résilier votre police pour non-paiement de la prime

En cas de non-paiement de la prime, nous pouvons vous donner un avis écrit. Nous devons vous donner un avis de dix jours si l'avis vous est remis personnellement, ou de trente jours si l'avis est envoyé à votre dernière adresse connue par courrier recommandé. La période de 30 jours commence le deuxième jour suivant la date

de l'envoi par courrier recommandé. L'avis vous indiquera que vous avez jusqu'à midi de la dernière journée ouvrable précédant la dernière journée de la période de trente jours pour payer les arrérages plus les frais d'administration à défaut de quoi la police sera automatiquement annulée à 0 h 01 le dernier jour de la période de trente jours. Si vous payez les arrérages et les frais d'administration à temps, votre police ne sera pas annulée.

Par ailleurs, si nous vous avons déjà donné deux avis de non-paiement de la prime pendant la durée de votre police et qu'un non-paiement se produit à nouveau, nous ne sommes pas tenus de vous donner un autre avis en vertu de la présente section; nous pouvons cependant résilier votre police conformément aux dispositions du paragraphe 1.7.4.

### 1.7.4 Comment nous pouvons résilier votre police pour non-paiements répétés ou autres raisons

Si nous annulons votre assurance pour non-paiement de prime parce que nous vous avons déjà donné deux avis pendant la durée de votre police tel que décrit au paragraphe 1.7.3., ou si nous l'annulons pour une autre raison, nous vous en aviserons par écrit. Nous devons vous donner un avis de cinq jours si l'avis d'annulation vous est remis personnellement, ou de 15 jours si l'avis d'annulation est envoyé à votre dernière adresse connue par courrier recommandé. La période de 15 jours commence la deuxième journée suivant la date de l'envoi par courrier recommandé. Si l'avis de résiliation est donné parce que nous vous avons déjà donné deux avis de non-paiement pendant la durée de votre police tel que décrit au paragraphe 1.7.3, nous n'avons aucune obligation d'accepter un paiement tardif ni de garder la police en vigueur après la date d'entrée en vigueur de la résiliation.

## 1.8 Personnes et risques non assurés

### 1.8.1 Exclusion générale

Sauf en ce qui a trait à certaines **indemnités d'accident**, la présente police ne vous protège pas dans l'un ou l'autre des cas suivants :

- si l'automobile sert au transport d'explosifs ou de matières radioactives;
- si l'automobile sert de voiture-taxi, d'autobus, de véhicule pour visites touristiques ou pour le transport rémunéré de passagers. Les situations suivantes ne sont **toutefois** pas considérées comme constituant une activité de transport rémunéré :

- transporter quelqu'un qui vous rendra le même service;
- partager à l'occasion le coût d'un déplacement avec d'autres personnes transportées dans l'automobile;
- transporter un domestique engagé par vous ou votre conjoint(e);
- transporter à l'occasion des enfants à une activité scolaire ou parascolaire ou les en ramener;
- transporter des clients actuels et éventuels; rembourser des conducteurs bénévoles pour leurs dépenses raisonnables de déplacement, y compris l'essence, l'usure de l'automobile et les repas.

### 1.8.2 Conducteurs exclus et utilisation sans permission

Sauf en ce qui a trait à certaines **indemnités d'accident**, ni l'assuré(e), ni les personnes transportées ne sont protégés par la police quand une personne utilise ou conduit l'automobile sans le consentement de son propriétaire ou que la personne qui conduit l'automobile fait partie des conducteurs nommément exclus dans la police.

Sauf en ce qui a trait à certaines **indemnités d'accident**, la personne qui, au moment où elle devient volontairement un passager du véhicule, sait ou devrait raisonnablement savoir que le véhicule est utilisé ou conduit sans le consentement de son propriétaire, n'est pas couverte par la police.

### 1.8.3 Automobiles louées

Sauf en ce qui a trait à certaines **indemnités d'accident**, les garanties prévues dans la police ne s'appliquent pas lorsque l'automobile est louée à autrui. **Toutefois**, nous ne considérerons pas l'utilisation rémunérée de l'automobile par un(e) employé(e), dans le cadre des activités commerciales de son employeur, comme étant une situation de location.

### 1.8.4 Exclusion des employés de garage

Les personnes dont l'activité commerciale consiste à vendre, réparer, entretenir, garder ou garer des automobiles ne sont pas protégées par la police dans l'exercice de leurs fonctions, à moins qu'elles ne soient effectivement propriétaires de l'automobile en cause dans un accident.

### 1.8.5 Exclusion du risque de guerre

Sauf au chapitre de la responsabilité, les garanties offertes par la police ne s'appliquent ni aux pertes et dommages, ni aux blessures ou décès imputables à une guerre et notamment à un bombardement, une invasion, une guerre civile, une insurrection, une rébellion, une révolution, un coup d'État ou des opérations militaires réalisées dans le cadre d'une guerre déclarée ou non.

**Certaines garanties, comme les indemnités d'accident ou les garanties facultatives contre la perte ou les dommages, comportent des conditions supplémentaires qui sont énoncées dans les articles correspondants de la police.**

## Automobiles assurées

### 2.1 Automobiles décrites

L'expression «automobile décrite» englobe toutes les automobiles et remorques expressément mentionnées dans votre Certificat d'assurance-automobile.

Votre Certificat d'assurance-automobile indique les garanties que vous avez souscrites pour chacune des automobiles décrites. Il peut s'agir des garanties suivantes :

- responsabilité,
- indemnités d'accident,
- automobile non assurée,
- indemnisation directe en cas de dommages matériels,
- perte ou dommages.

### 2.2 Extension des garanties à d'autres automobiles

Dès que, dans le Certificat d'assurance-automobile, une prime est indiquée pour une garantie relativement à une automobile décrite, la garantie en cause peut s'étendre aux accidents impliquant d'autres types d'automobiles. Le tableau qui suit vous donnera une idée de ces possibilités. Veuillez cependant lire la suite de cet article pour obtenir toutes les précisions à ce sujet.

## Garanties que l'on peut étendre à d'autres automobiles

Garanties protégeant l'automobile décrite						
	Responsabilité	Indemnités d'accident	Automobile non assurée	Indemnisation directe	Perte ou dommages	
Type d'automobile	Automobile nouvellement acquise (automobile de remplacement)	Oui. Une automobile de remplacement est protégée par les mêmes garanties que l'automobile décrite qu'elle remplace, à la condition que nous en soyons informés dans les 14 jours de la livraison de cette nouvelle automobile.			Oui (à certaines conditions)	
	Automobile nouvellement acquise (automobile supplémentaire)	Oui, si nous assurons, en vertu des mêmes garanties, toutes les automobiles que vous possédez le jour de la livraison et si vous nous en informez dans les 14 jours.			Oui (à certaines conditions)	
	Automobile de remplacement temporaire	Oui	Oui	Oui	Oui	Oui (à certaines conditions)
	Toute autre automobile	Oui	Oui	Oui	Oui	Non
	Remorque dont vous êtes propriétaire (et non décrite)	Oui, si elle est utilisée avec une automobile assurée en vertu de la police.			(à certaines conditions)	Non
	Remorque appartenant à autrui	Oui, si elle est utilisée avec une automobile assurée en vertu de la police.			Non	Non

### 2.2.1 Automobiles nouvellement acquises

L'expression «automobile nouvellement acquise» englobe les automobiles et les remorques dont vous vous rendez propriétaire et qui ne sont pas assurées par une autre police. Il peut s'agir d'une automobile supplémentaire ou de remplacement. S'il s'agit d'une automobile de remplacement, elle sera protégée par les mêmes garanties que l'automobile décrite qu'elle remplace. Nous assurerons les automobiles supplémentaires à la condition que :

- nous assurions déjà toutes les automobiles dont vous êtes propriétaire;
- toute demande de règlement présentée par vous à leur égard soit faite en vertu d'une garantie que nous fournissons déjà pour **toutes** vos autres automobiles.

Les automobiles nouvellement acquises sont assurées à la condition que vous nous informiez de leur acquisition dans les 14 jours de leur livraison et que vous acquittiez, le cas échéant, la surprime correspondante.

Nous pouvons inspecter les automobiles nouvellement acquises et leur équipement à tout moment jugé raisonnable.

**Condition particulière : L'assurance ne peut être étendue aux automobiles nouvellement acquises par des vendeurs d'automobiles.**

### 2.2.2 Automobiles de remplacement temporaire

L'expression «automobile de remplacement temporaire» désigne l'automobile dont vous vous servez pendant qu'une automobile est hors d'usage. La panne, les réparations, l'entretien, le vol, la vente ou la destruction de l'automobile décrite doit alors empêcher toute personne assurée en vertu de la police de l'utiliser.

Les garanties qui protègent l'automobile de remplacement temporaire lui proviennent de la police d'assurance-automobile de son (sa) propriétaire. Toutefois, la présente police peut offrir des garanties en sus de celles que s'est procuré(e) le (la) propriétaire.

Les garanties suivantes vaudront pour une automobile de remplacement temporaire si votre Certificat d'assurance-automobile indique une prime à leur égard, lorsque votre automobile devient provisoirement inutilisable :

- responsabilité,
- indemnités d'accident,
- automobile non assurée,
- indemnisation directe en cas de dommages matériels.

Si vous possédez l'une ou l'autre des garanties facultatives contre la **perte ou les dommages** à l'égard de l'automobile décrite qui est temporairement inutilisable, la garantie en question pourra, à certaines conditions, être étendue à l'automobile de remplacement temporaire. Vous trouverez tous les détails à ce sujet à l'article 7 - Garanties contre la perte ou les dommages de la présente police.

**Condition particulière : Une automobile de remplacement temporaire ne peut vous appartenir, ni à quiconque habite sous votre toit.**

### 2.2.3 Autres automobiles

Les automobiles non décrites sont également protégées par la police quand elles sont conduites par vous-même ou votre conjoint(e) si cette personne habite sous votre toit.

Elles bénéficient des garanties suivantes, si votre Certificat d'assurance d'une automobile décrite indique une prime correspondante :

- responsabilité,
- indemnités d'accident,
- automobile non assurée,
- indemnisation directe en cas de dommages matériels.

**Conditions particulières s'appliquant à l'assurance des autres automobiles :**

1. Le poids nominal brut respectif de l'autre automobile et d'une automobile décrite, indiqué par le fabricant, ne doit pas dépasser 4 500 kilogrammes.
2. L'assuré(e) désigné(e) doit être un particulier; si l'automobile décrite appartient à deux personnes, les assurés désignés doivent être conjoints l'un de l'autre.
3. Ni vous-même, ni votre conjoint(e) ne devez conduire l'autre automobile dans le cadre d'une activité commerciale vous amenant à vendre, réparer, entretenir, garder ou garer des automobiles.
4. L'autre automobile ne doit pas servir au transport rémunéré de passagers, ni à la livraison rémunérée de marchandises au moment du sinistre.
5. **En ce qui a trait à toutes les garanties sauf les indemnités d'accident**, l'autre automobile ne doit pas appartenir à vous-même ou à toute personne vivant sous votre toit, ni être régulièrement utilisée par l'un(e) de vous, ni appartenir ou être louée à votre employeur ou celui de personnes habitant avec vous. Par contre, si vous conduisez une autre automobile en dépit du fait que vous soyez un conducteur(trice) exclu(e) en vertu de la police qui la protège, les garanties **Responsabilité** et **Automobile non assurée** de la présente police resteront en vigueur.

6. Les employés et associés **d'une personne morale, association non constituée en personne morale, société en nom collectif, entreprise à propriétaire unique ou autre entité commerciale** qui disposent d'une automobile décrite, sur une base régulière, ainsi que leur conjoint(e) habitant sous le même toit, restent protégés par la police lorsque ces personnes conduisent une autre automobile, sous réserve des conditions suivantes :

- Le poids nominal brut respectif de l'autre automobile et de l'automobile décrite, indiqué par le fabricant, ne doit pas dépasser 4 500 kilogrammes.
- Ni l'employé(e), ni l'associé(e) disposant d'une automobile décrite, ni son (sa) conjoint(e) habitant sous le même toit ne doivent conduire l'autre automobile dans le cadre d'une activité commerciale l'amenant à vendre, réparer, entretenir, garder ou garer des automobiles.
- L'autre automobile ne doit pas servir au transport rémunéré de passagers, ni à la livraison rémunérée de marchandises lors de l'accident.
- L'autre automobile ne doit ni appartenir, ni être louée à vous-même, à votre employé(e) ou à votre associé(e), ni être régulièrement ou fréquemment utilisée par l'un(e) de vous ou par toute personne vivant sous son toit.

Votre police ne protégera donc pas vos employés ou associés, ni leur conjoint(e), si ces personnes possèdent ou louent quelque automobile assurée conformément à la loi dont le poids nominal brut indiqué par le fabricant est d'au plus 4 500 kilogrammes.

7. Pour les fins de la garantie **d'indemnisation directe en cas de dommages matériels**, l'autre automobile ne doit être décrite dans aucune police d'assurance de responsabilité automobile.

### 2.2.4 Remorques

**Toute remorque** utilisée conjointement avec l'automobile est protégée par les garanties suivantes :

- responsabilité,
- indemnités d'accident,
- automobile non assurée.

**Conditions particulières :** Une remorque dont vous êtes propriétaire, mais qui n'est pas décrite dans la présente police, reste protégée par la garantie **Indemnisation directe en cas de dommages matériels** si :

- elle est attachée à une automobile dont le poids nominal brut indiqué par le fabricant ne dépasse pas 4 500 kilogrammes ou, à défaut, normalement utilisée avec une telle automobile;
- elle n'est ni conçue, ni utilisée à des fins résidentielles, pour transporter des passagers ou dans le cadre d'une activité commerciale.

## 2.3 Vous assurez plusieurs automobiles

### 2.3.1 Une seule police

Si votre Certificat d'assurance-automobile fait mention de plusieurs automobiles décrites, nous agirons, en cas de demande de règlement résultant de l'usage ou de la conduite d'une de ces automobiles, comme si chacune d'entre elles était protégée par une police distincte.

Toutefois, si l'automobile en cause dans un accident ne vous appartient pas, l'indemnité maximale à laquelle vous aurez droit ne

sera pas supérieure à la limite la plus élevée prévue pour l'une ou l'autre des automobiles décrites.

#### Exemple

Votre police protège deux automobiles pour lesquelles elle mentionne, au chapitre de la responsabilité, des limites respectives de 300 000 \$ et de 500 000 \$. Si vous avez un accident en conduisant une automobile qui ne vous appartient pas, nous ne vous verserons pas plus de 500 000 \$.

### 2.3.2 Plusieurs polices

Si vous possédez deux automobiles ou plus qui sont assurées comme automobiles décrites en vertu de deux polices ou plus, chacune sera protégée par sa propre police.

Par contre, il sera plus difficile d'établir le montant de l'indemnité maximale que nous pourrions vous verser si une automobile dont vous n'êtes pas propriétaire est en cause dans un accident.

En vertu de la présente police, vous recevrez une fraction de la limite la plus élevée. Cette fraction sera la proportion que représente la limite prévue par la présente police par rapport au total de celles qu'indiquent toutes les polices.

Nous ne vous verserons aucun montant supérieur à cette proportion.

#### Exemple

Vous possédez une automobile assurée jusqu'à concurrence de 200 000 \$ au chapitre de la responsabilité en vertu de la présente police (police A) et une autre qui est assurée jusqu'à concurrence de 300 000 \$, au même chapitre par une autre police (police B). Si vous avez un accident en conduisant une automobile qui ne vous appartient pas, voici comment nous calculerons l'indemnité maximale à laquelle vous aurez droit.

Étape 1. Quel est le total des limites de toutes les polices?

$$\begin{array}{r} 200\,000 \text{ (limite de la police A)} \\ + \quad 300\,000 \text{ (limite de la police B)} \\ \hline 500\,000 \text{ (total des deux polices)} \end{array}$$

Étape 2. Quelle proportion la limite de la police A représente-t-elle par rapport au total établi à l'étape 1?

$$\frac{200\,000 \text{ (limite de la police A)}}{500\,000 \text{ (total des deux polices)}} = \frac{2}{5}$$

Étape 3. Quelle sera votre indemnité maximale en vertu de la présente police?

$$\frac{2}{5} \times 300\,000 \text{ (limite la plus élevée)} = 120\,000$$

Nous vous verserons donc l'équivalent des deux cinquièmes des dommages subis, sans toutefois dépasser 120 000 \$, soit les deux cinquièmes de la limite la plus élevée. **Votre seconde police vous dédommagera des trois cinquièmes restants, mais jusqu'à concurrence de 180 000 \$.**

## 2.4 Remorques et remorquage

### 2.4.1 Remorques

Quand une automobile tire une ou plusieurs remorques, l'ensemble est considéré comme formant une seule automobile dans le calcul

de l'indemnisation en vertu des garanties **Responsabilité, Indemnités d'accident et Automobile non assurée**. Toutefois, dans le calcul des franchises et de l'indemnisation aux termes des garanties **Indemnisation directe en cas de dommages matériels et Perte ou dommages** (facultatives), chaque composant de l'ensemble sera considéré comme étant une automobile distincte.

### 2.4.2 Remorquage d'automobiles

Quand au moins deux automobiles appartenant à des propriétaires différents et rattachées l'une à l'autre sont en cause dans un accident, l'assureur de chacune réglera toute demande présentée par son propriétaire aux termes des garanties **Indemnisation directe en cas de dommages matériels et Perte ou dommages** (facultatives).

## 2.5 Inspection

Nous pouvons inspecter l'automobile à tout moment jugé raisonnable. Si vous ne respectez pas les dispositions raisonnables prises aux fins de l'inspection, il est possible que les demandes présentées en vertu de l'article 7 – Garanties contre la **perte ou les dommages** vous soient refusées.

## Responsabilité

**Vous avez une garantie particulière pour une automobile donnée seulement si une prime est indiquée sur le Certificat d'assurance-automobile pour cette garantie ou s'il y est indiqué que la garantie est fournie sans frais.**

### 3.1 Introduction

Le présent article de votre police protège financièrement les assurés qui sont tenus par la loi responsables des lésions corporelles ou dommages subis par d'autres personnes lors d'un accident d'automobile.

### 3.2 Personnes assurées

Il s'agit de vous-même ou de toute autre personne utilisant ou conduisant avec votre consentement une automobile décrite qui est en sa possession.

**La garantie de Responsabilité reste valide quand vous ou les autres personnes assurées utilisez ou conduisez des automobiles d'un type différent. L'article 2 précise ces situations et les conditions qui s'y appliquent.**

### 3.3 Étendue de la garantie

Il se peut que vous-même ou les autres personnes assurées soyez tenus par la loi responsables des lésions corporelles et même du décès d'autrui, ainsi que des dommages matériels causés aux biens d'autrui par l'automobile dont vous êtes le (la) propriétaire ou que vous conduisez ou utilisez. Si cela se produit, nous verserons pour votre compte toutes les indemnités légalement exigées, jusqu'à concurrence de la limite mentionnée dans votre police.

Nous dédommagerons également toutes les personnes assurées mentionnées dans la police des frais qu'elles auront engagés pour fournir l'aide médicale immédiate dont ont besoin les victimes d'un accident d'automobile.

Nous ferons enquête sur tous les avis de lésions corporelles ou de dommages matériels que nous recevons. S'il y a lieu de le faire, nous négocierons un règlement en votre nom ou en celui des autres personnes assurées.

### 3.3.1 Poursuites contre vous

En contractant la présente police, vous-même et les autres personnes assurées nommez irrévocablement votre assureur comme votre représentant dans toute poursuite intentée à votre endroit au Canada, aux États-Unis ou dans tout autre pays désigné dans l'*Annexe sur les indemnités d'accident légales* et portant sur une automobile dont vous êtes le (la) propriétaire ou que vous conduisez ou utilisez.

Si vous-même ou une autre personne assurée êtes poursuivi(e) en vertu du présent article pour des pertes subies lors d'un accident d'automobile, nous assurerons votre défense et en acquitterons tous les frais, y compris ceux de l'enquête. Nous paierons aussi les frais de justice que vous imposera le tribunal en rapport avec la poursuite.

Si le jugement rendu vous est défavorable, nous acquitterons également les intérêts courus par la suite sur la somme fixée dans le jugement, jusqu'à concurrence toutefois de l'indemnité maximale que prévoit votre police au chapitre de la responsabilité.

Nous nous réservons le droit de faire enquête, de négocier un règlement et de conclure toute entente à l'amiable qui nous convienne.

**Si vous ou les autres personnes assurées êtes poursuivis pour un montant supérieur à la limite mentionnée dans votre police, vous voudrez peut-être engager un avocat, à vos propres frais, pour protéger vos intérêts.**

### 3.3.2 Indemnité maximale

L'indemnité maximale que nous consentirons à verser pour votre compte ou celui de toute autre personne assurée en vertu du présent article en rapport avec un accident donné (outre les frais de justice et les intérêts courus après jugement) variera selon la portée de la garantie de responsabilité que vous vous serez procurée. Cette limite est mentionnée dans votre Certificat d'assurance-automobile.

#### Exemple

Une personne vous poursuit pour des lésions corporelles qu'elle a subies dans un accident dont vous êtes légalement responsable. Nous engagerons des avocats, les paierons et acquitterons la totalité des frais liés à votre défense devant le tribunal.

Le tribunal vous condamne à payer 10 000 \$ de frais et 600 000 \$ en dédommagement. Votre police prévoit une limite de 500 000 \$ au chapitre de la responsabilité.

Nous acquitterons les frais de 10 000 \$; au plan de la responsabilité, nous paierons 500 000 \$, en plus des intérêts courus sur cette somme après le jugement. L'excédent, soit 100 000 \$, reste à votre charge, ainsi que les intérêts qui s'y rapportent.

### 3.3.3 Accidents survenant ailleurs qu'en Ontario

Quand un accident survient dans une province, un territoire ou un pays couvert par cette police où l'assurance minimale prescrite en matière de responsabilité est supérieure à la limite mentionnée dans votre Certificat d'assurance-automobile, nous honorerons toute demande de règlement jusqu'à concurrence de cette assurance minimale. Nous nous engageons également à ne pas utiliser, en défense, des arguments que nous n'aurions pu faire valoir si la police avait été souscrite dans cette province, dans ce territoire ou dans ce pays.

#### Exemple

Vous avez un accident dans une province où l'assurance minimale prescrite en matière de responsabilité est fixée à 500 000 \$. Même si votre police prévoit une limite maximale de 200 000 \$, nous pourrions verser un dédommagement atteignant 500 000 \$.

### 3.3.4 Police mentionnant plusieurs assurés désignés

Nous vous protégerons des poursuites intentées contre vous par d'autres assurés désignés dans votre police, et vice versa. En ce cas, nous agissons comme si chaque assuré(e) désigné(e) possédait sa propre police. Toutefois, notre indemnité totale (outre les frais de justice et les intérêts courus après jugement) ne pourra être supérieure au montant maximal mentionné dans votre Certificat d'assurance-automobile.

#### Exemple

Deux personnes exploitent ensemble la même entreprise. Toutes deux sont des assurés désignés dans la police qui protège leur fourgonnette; au chapitre de la responsabilité, la limite s'élève à 500 000 \$.

Un jour se produit un accident; l'un(e) des associés est au volant, tandis que l'autre est un passager. Tous deux sont grièvement blessés, mais ont fait preuve d'une commune négligence.

Ils se poursuivent l'un(e) l'autre; le(la) premier(ère) obtient 300 000 \$ et le (la) second(e) 500 000 \$. Notre indemnisation totale ne dépassera pas 500 000 \$, soit la limite mentionnée dans la police. Nous acquitterons également les frais de justice et les intérêts courus après jugement.

### 3.4 Obligations des personnes assurées

Vous-même et les autres personnes assurées prenez les engagements suivants :

- nous informer par écrit de tout accident entraînant une perte ou des dommages de nature personnelle ou matérielle, dans les sept jours ou, si vous ne pouvez respecter ce délai pour cause d'incapacité, aussitôt que possible, nous donnant tout renseignement pertinent sur l'événement et toute demande de règlement qui en découle;
- nous remettre, sur demande, une déclaration solennelle indiquant que la demande de règlement découle de l'utilisation d'une automobile dont la conduite ou l'utilisation avait été confiée à vous-même ou à une autre personne assurée;
- nous aider à recueillir tous les renseignements et preuves dont nous avons besoin au sujet d'un accident, notamment par la comparution de témoins, et, à notre demande, nous accorder votre collaboration, sauf au plan pécuniaire, dans toute poursuite judiciaire;
- nous faire parvenir sans délai toute correspondance reçue au sujet de la demande de règlement, y compris les documents juridiques;
- ne jamais reconnaître votre responsabilité dans l'accident, ni régler une demande, sauf à vos propres frais ou à ceux des autres personnes assurées, ni vous immiscer dans une poursuite ou des négociations que nous avons entamées pour régler une demande.

**Il se peut que nous soyons tenus par la loi de faire certains versements que la présente police n'exige pas de nous. En de tels cas, vous-même ou les autres personnes assurées devrez nous les rembourser sur demande.**

### 3.5 Situations diverses que ne couvre pas votre police

#### 3.5.1 Biens non assurés

Le présent article de votre police ne vous protège pas contre les dommages infligés à des biens se trouvant dans ou sur l'automobile; il en est de même pour vos propres biens et ceux des autres personnes assurées, pour ceux que l'un(e) ou l'autre d'entre vous avez loués et pour ceux dont la garde, la surveillance ou la charge a été confiée à l'un(e) d'entre vous.

#### 3.5.2 Biens contaminés

En vertu du présent article, nous ne vous dédommagerons pas quand des biens se trouvant dans l'automobile sont contaminés.

#### 3.5.3 Risque nucléaire

Le risque nucléaire provient des propriétés radioactives, toxiques ou explosives et des autres propriétés dangereuses de substances décrites dans le règlement découlant de la *Loi sur la sûreté et la réglementation nucléaires* (Canada).

Si vous-même ou d'autres personnes assurées avez un accident entraînant une perte ou des dommages directement ou indirectement imputables au risque nucléaire, nous vous dédommagerons jusqu'à concurrence de 200 000 \$, sous réserve que l'un(e) ou l'autre d'entre vous soyez protégé(e) de ce risque à la fois par la présente police et par une police comportant une garantie de responsabilité découlant du risque nucléaire. Ce dédommagement ne vous sera disponible qu'une fois la limite de cette dernière police épuisée.

## Article 4

### Indemnités d'accident

Vous avez une garantie particulière pour une automobile donnée seulement si une prime est indiquée sur le Certificat d'assurance-automobile pour cette garantie ou s'il y est indiqué que la garantie est fournie sans frais.

#### 4.1 Personnes assurées

Vous trouverez dans l'Annexe sur les indemnités d'accident légales la définition d'une «personne assurée» pour les fins de l'article 4. Cette expression englobe également toute personne blessée ou décédée à la suite d'un accident auquel a contribué l'automobile, même s'il ne s'agit pas de l'assuré(e) désigné(e), de son (sa) conjoint(e) ou d'une personne à sa charge en vertu d'une autre police d'assurance-automobile et même si elle n'était pas protégée par la police de l'automobile dans laquelle elle se trouvait ou celle de l'automobile qui l'a heurtée.

#### 4.2 Types d'indemnités

L'Annexe sur les indemnités d'accident légales de la *Loi sur les assurances (Ontario)* précise les types d'indemnités. Le présent article de votre police établit les indemnités auxquelles vous-mêmes et les autres personnes assurées pouvez avoir droit si vous êtes blessés ou tués dans un accident d'automobile. En cas de différence, le texte de l'Annexe sur les indemnités d'accident légales prévaut sur celui qui se trouve ici.

Votre compagnie d'assurance est tenue d'informer toutes les personnes assurées des indemnités disponibles.

L'Annexe sur les indemnités d'accident légales prévoit les indemnités suivantes :

#### Indemnité de remplacement de revenu

Cette indemnité vous dédommage vous et les autres personnes assurées des pertes de revenus.

#### Indemnité de soignant

Cette indemnité peut vous dédommager, vous et les autres personnes assurées, de certains frais dans les cas où il vous est impossible de rester le principal soignant d'un membre du foyer qui a besoin de soins.

#### Indemnité de personne sans revenu d'emploi

Cette indemnité peut vous dédommager, vous et les autres personnes assurées, si vous ne pouvez poursuivre vos activités habituelles et n'êtes pas admissible à l'indemnité de remplacement de revenu ou à l'indemnité de soignant.

#### Indemnité pour frais médicaux

Cette indemnité servira éventuellement à vous dédommager, vous et les autres personnes assurées, de certains frais médicaux rendus nécessaires par vos blessures et qui ne vous sont pas remboursés par quelque autre régime d'assurance.

#### Indemnité de réadaptation

Cette indemnité servira éventuellement à vous dédommager, vous et les autres personnes assurées, des frais de réadaptation rendus nécessaires par vos blessures et qui ne vous sont pas remboursés par quelque autre régime d'assurance.

#### Indemnité de soins auxiliaires

Cette indemnité entre en jeu quand vous-même ou une autre personne assurée avez besoin de soins auxiliaires.

#### Autres indemnités pour pertes pécuniaires

Ces indemnités peuvent vous dédommager, vous et les autres personnes assurées, de certains autres frais comme ceux d'auxiliaires visiteurs lors d'un traitement ou d'une convalescence. Elles peuvent également compenser certains frais d'entretien ménager, de réparation ou de remplacement de certains biens perdus ou endommagés lors de l'accident et une partie des frais de scolarité à l'égard des journées perdues.

#### Prestations de décès

Ces prestations sont versées à certains membres de la famille d'une personne décédée dans un accident.

#### Indemnité de frais funéraires

Cette indemnité sert au règlement de certains frais funéraires.

#### Indemnités facultatives

Vous pouvez souscrire une ou plusieurs garanties d'indemnités facultatives en complément des indemnités de base que prévoit le présent article. Les indemnités facultatives sont les suivantes : indemnité accrue de remplacement du revenu, prestations de soins et prestations de soins aux personnes à charge accrues, indemnités accrues pour frais médicaux, frais de réadaptation et soins auxiliaires, et indemnités de frais funéraires et prestations de décès accrues. Vous pouvez également souscrire une garantie d'indexation qui fait en sorte que le versement hebdomadaire de certaines indemnités et certains plafonds augmenteront chaque année en fonction du coût de la vie.



### 4.3 Présentation des demandes d'indemnité

#### 4.3.1 Marche à suivre et délais

Toute demande d'indemnité d'accident doit nous être communiquée dans les 7 jours qui suivent l'accident, ou aussitôt que possible, afin que nous puissions faire parvenir à l'assuré(e) la formule requise.

La personne qui présente une demande d'indemnité doit nous la faire parvenir dans les 30 jours suivant la réception de la formule.

Vous ou les autres personnes assurées pouvez toujours avoir droit à des indemnités si des raisons valables vous empêchent de respecter ce délai. Le versement des indemnités peut cependant être retardé.

Nous sommes tenus, en ce qui concerne les indemnités de remplacement de revenu, les indemnités de personne sans revenu d'emploi et les indemnités de soignant, de commencer les versements dans les 14 jours suivant la réception de la demande dûment remplie.

Nous sommes tenus de verser les prestations de décès, les indemnités de frais funéraires et les autres indemnités pour pertes pécuniaires dans les 30 jours suivant la réception de la demande.

Sauf si nous exigeons un formulaire d'évaluation des besoins en matière de soins auxiliaires dans les 14 jours suivant la réception de la demande dûment remplie, nous sommes tenus, en ce qui concerne les indemnités de soins auxiliaires, de commencer les versements dans les 30 jours.

Si vous ou les autres personnes assurées présentez une demande d'indemnité pour frais médicaux ou frais de réadaptation, votre médecin ou un autre professionnel de la santé doit nous fournir un programme de traitement ou tout autre formulaire connexe.

Dans certains cas, nous sommes autorisés à vous demander et à demander aux autres personnes assurées de se soumettre à l'examen d'un spécialiste indépendant afin que l'on puisse évaluer leurs besoins au plan des services médicaux, de la réadaptation et des soins auxiliaires.

Nous pouvons vous demander, ou à toute autre personne assurée, de fournir des renseignements additionnels concernant la demande, tels qu'une déclaration solennelle eu égard aux circonstances ayant mené à la demande ou une preuve d'identité. Nous pouvons également vous demander, ou à toute autre personne assurée, de prendre part à un examen sous serment relativement à l'admissibilité aux indemnités, sur préavis raisonnable et à l'endroit et au moment qui convient à la personne concernée. Si cette personne ne participe pas tel que demandé, le versement des indemnités peut être retardé ou interrompu.

Si les blessures s'inscrivent dans le cadre de certaines lignes directrices émises par le surintendant des services financiers, vous, ou toute autre personne assurée, pouvez avoir droit à ces services médicaux ou de réadaptation sans notre approbation préalable et avant la soumission d'une demande dûment remplie.

#### 4.3.2 Choix du type d'indemnité

Si vous ou une autre personne assurée êtes admissible à plusieurs indemnités hebdomadaires, nous vous ferons parvenir un avis indiquant que vous devez choisir l'indemnité à recevoir entre par exemple l'indemnité de remplacement de revenu, l'indemnité de personne sans revenu d'emploi et l'indemnité de soignant. Vous disposerez de 30 jours pour faire ce choix.

### 4.4 Restrictions

Vous ou les autres personnes assurées n'avez pas droit à l'indemnité de remplacement de revenu, à l'indemnité de personne sans revenu d'emploi ou aux autres indemnités pour pertes pécuniaires dans l'un ou l'autres des situations suivantes :

- vous saviez ou deviez raisonnablement savoir que vous utilisiez une automobile non assurée;
- vous conduisiez une automobile alors que la loi vous l'interdit;
- vous conduisiez une automobile alors que vous faisiez partie des conducteurs nommément exclus par la police;
- vous avez sciemment conduit l'automobile sans le consentement de son propriétaire ou deviez raisonnablement savoir que l'automobile était utilisée sans ce consentement;
- vous avez fait une fausse déclaration ou saviez qu'une fausse déclaration avait été faite, ce qui a entraîné l'émission de la présente police;
- vous avez intentionnellement omis de nous aviser de changements importants, comme l'exige l'alinéa 1.4.1;
- vous avez été déclaré(e) coupable d'un acte criminel lors de l'utilisation d'une automobile.

#### Article 5

##### Automobile non assurée

**Vous avez une garantie particulière pour une automobile donnée seulement si une prime est indiquée sur le Certificat d'assurance-automobile pour cette garantie ou s'il y est indiqué que la garantie est fournie sans frais.**

### 5.1 Introduction

#### 5.1.1 Annexe «Garantie d'automobile non assurée»

Vous trouverez dans le présent article de votre police les conditions qui régissent la garantie «Automobile non assurée», conformément à l'Annexe correspondante de la *Loi sur les assurances* (Ontario). En cas de différence, le texte de l'Annexe prévaut sur celui du présent article. Notez cependant que l'alinéa 5.3.3 du présent article s'ajoute aux dispositions de l'Annexe.

#### 5.1.2 Qu'est-ce qu'une automobile non assurée?

L'expression «automobile non assurée» englobe toutes les automobiles dont ni le (la) propriétaire, ni le (la) conducteur(trice) ne possèdent de police d'assurance de responsabilité couvrant les lésions corporelles ou les dommages matériels découlant de la propriété ou de l'utilisation de l'automobile, ainsi que les automobiles couvertes par une police d'assurance dont le produit reste irrécouvrable. Sont expressément exclues les automobiles appartenant à une personne assurée ou à son (sa) conjoint(e) et celles qui sont immatriculées au nom de l'un(e) ou de l'autre.

#### 5.1.3 Qu'est-ce qu'une automobile non identifiée?

L'expression «automobile non identifiée» désigne celles dont il est impossible de retrouver le (la) propriétaire ou le (la) conducteur(trice).

### 5.2 Portée de la garantie

#### 5.2.1 Demandes de règlement pour lésions corporelles aux personnes assurées

Jusqu'à concurrence des limites mentionnées dans cet article, nous verserons toutes les sommes que vous-même et les autres personnes assurées avez le droit de recouvrer du (de la) propriétaire ou du (de la) conducteur(trice) d'une automobile non

assurée ou non identifiée à titre de dommages-intérêts à l'égard de lésions corporelles causées par un accident d'automobile.

### 5.2.2 Demandes de règlement pour lésions corporelles ou décès présentées par d'autres personnes

Jusqu'à concurrence des limites mentionnées dans cet article, nous verserons toutes les sommes qu'une personne a le droit de recouvrer du (de la) propriétaire ou du (de la) conducteur(trice) d'une automobile non assurée ou non identifiée à titre de dommages-intérêts à l'égard de lésions corporelles subies par une personne assurée ou à l'égard du décès de celle-ci, à la suite d'un accident d'automobile.

### 5.2.3 Demandes de règlement pour certains dommages matériels

Nous vous verserons les sommes que vous-même et les autres personnes assurées avez le droit de recouvrer du (de la) propriétaire ou du (de la) conducteur(trice) identifié(e) d'une automobile non assurée à titre de dommages-intérêts à l'égard des dommages causés à l'automobile ou de la perte de jouissance de celle-ci ou de son contenu, ou les deux, à la suite d'un accident d'automobile. Cette garantie prévoit une indemnité maximale de 25 000 \$ et une franchise de 300 \$.

**Nota : Le présent article ne couvre pas les dommages causés à l'automobile par une automobile non identifiée. Il se peut cependant que vous puissiez, à cet égard, vous procurer une garantie facultative contre la perte et les dommages.**

## 5.3 Demandes de règlement pour lésions corporelles ou décès

### 5.3.1 Personnes assurées

La présente garantie s'applique aux lésions corporelles ou au décès des personnes suivantes :

- toute personne transportée par l'automobile;
- vous-même, votre conjoint(e) et les parents à charge de l'un(e) ou de l'autre quand
- soit vous tes transporté(e) par une automobile non assurée;
- soit vous tes heurté(e) par une automobile non assurée ou non identifiée alors que vous ne vous trouvez pas dans une automobile, un tramway ou un véhicule roulant sur rails;
- **si vous êtes une personne morale, une association non constituée en personne morale ou une société en nom collectif**, tout(e) administrateur(trice), dirigeant(e), employé(e) ou associé(e) qui a l'automobile décrite à sa disposition sur une base régulière, ainsi que leur conjoint(e) et les parents à charge de toutes ces personnes,
- soit pendant qu'ils sont transportés par une automobile non assurée,
- soit s'ils sont heurtés par une automobile non assurée ou non identifiée dans les cas où ils ne sont pas transportés par une automobile, un tramway ou un véhicule roulant sur rails.

**Nota : La garantie ne s'applique pas si l'administrateur(trice), le (la) dirigeant(e), l'employé(e) ou l'associé(e), ou leur conjoint(e), est propriétaire d'une automobile assurée. Dans ce cas, toute demande de règlement devra être faite en vertu de la police de cette dernière.**

### 5.3.2 Exclusion visant les parents à charge

Le présent article de la police ne protège pas les parents à charge qui possèdent une automobile assurée ou qui sont blessés ou tués alors qu'ils sont transportés dans leur propre automobile non assurée.

### 5.3.3 Automobiles décrites louées

Dès que la présente police est modifiée de manière à permettre la location de l'automobile décrite pendant au moins 30 jours, la personne ou l'organisation qui la prend à bail sera traitée comme si elle était l'assuré(e) désigné(e).

### 5.3.4 Conditions relatives aux demandes de règlement pour lésions corporelles ou décès

La personne qui est en droit de présenter une demande de règlement pour lésions corporelles subies par un(e) assuré(e) ou pour son décès doit :

- nous informer par écrit de sa demande dans les 30 jours suivant l'accident ou, à défaut, aussitôt que possible;
- nous communiquer tous les renseignements possibles pour appuyer sa demande, notamment les détails de l'accident et de ses conséquences, dans les 90 jours suivant celui-ci ou, à défaut, aussitôt que possible;
- produire, à notre demande, une attestation du médecin ou du psychologue de l'assuré(e) précisant la cause du décès ou des blessures et, le cas échéant, la nature de celles-ci et la durée prévue de l'invalidité;
- nous donner toutes les précisions concernant les autres polices, sauf celles d'assurance-vie, en vertu desquelles une demande de règlement pourrait être présentée.

### 5.3.5 Accidents impliquant des automobiles non identifiées

Quand une automobile non identifiée blesse ou tue une personne assurée, cette dernière ou son (sa) représentant(e) doit faire rapport de l'accident à un agent de police ou à quelque autre autorité compétente dans les 24 heures ou, à défaut, aussitôt que possible.

Vous ou les autres personnes assurées devez nous fournir par écrit les détails de l'accident dans les 30 jours ou, à défaut, aussitôt que possible. Vous pouvez agir par l'intermédiaire d'un(e) représentant(e). Votre déclaration doit préciser si l'accident a été provoqué par une personne que l'on ne peut identifier; vous devez aussi y décrire la nature et l'ampleur des blessures infligées à vous-même ou aux autres personnes assurées, de même que les dommages matériels résultant de l'accident. Vous devez faire en sorte que nous puissions, sur demande, examiner l'automobile dans laquelle vous ou les autres personnes assurées vous trouviez au moment de l'accident.

### 5.3.6 Examens médicaux

On pourra exiger que vous ou les autres personnes assurées vous soumettiez, à des intervalles raisonnables, à l'examen d'un médecin ou d'un psychologue compétent. Dans ce cas, nous vous préviendrons suffisamment à l'avance.

Ces examens se feront toujours à nos frais. L'auteur(e) de la demande de règlement ou son (sa) représentant(e) pourra sur demande se faire remettre une copie des résultats.

## 5.4 Demandes de règlement pour dommages matériels

### 5.4.1 Personnes assurées

S'il s'agit de dommages à l'automobile, la garantie ne protège que son (sa) propriétaire.

S'il s'agit de dommages à des biens se trouvant dans l'automobile, la garantie protège le (la) propriétaire de ces biens.

#### 5.4.2 Conditions relatives aux demandes de règlement pour dommages matériels

Quand vous et les autres personnes assurées présentez une demande de règlement pour dommages matériels, vous devez :

- nous informer par écrit de l'accident dans les sept jours suivant l'événement (ou, si vous ne pouvez le faire pour cause d'incapacité, aussitôt que possible), nous donnant toutes les précisions que vous possédez alors au sujet de la perte, des dommages et des circonstances;
- faire tout en votre pouvoir, dans les limites du raisonnable, pour protéger l'automobile d'autres dommages, auquel cas nous vous dédommagerons de vos frais. Si vous ne prenez pas ces précautions, les dommages subséquents que subirait l'automobile ne seront pas couverts par votre police;
- vous abstenir de faire réparer l'automobile, sauf dans la mesure du nécessaire pour la protéger, et de retirer des preuves des dommages subis, à moins que nous y ayons donné notre consentement par écrit ou ayons pu examiner l'automobile;
- nous permettre de prendre copie de tout document se trouvant en votre possession ou en celle d'autres personnes assurées et qui se rapporte à l'accident;
- nous permettre d'examiner l'automobile à toute heure raisonnable;
- à notre demande, faire dans les 90 jours suivant l'accident une déclaration solennelle dans laquelle vous préciserez les circonstances de l'accident, ainsi que la cause et l'ampleur des dommages, identifierez les victimes et l'ampleur de leurs pertes et affirmez que les dommages sont effectivement d'origine accidentelle. Vous devrez également nous informer de toute autre police d'assurance pertinente;
- accepter de disposer vous-même de l'automobile, sauf si nous convenons de le faire nous-mêmes. Si nous décidons de la remplacer ou de vous en verser la valeur réelle en espèces, moins la franchise précisée dans votre Certificat d'assurance-automobile, ce qui en reste devient notre propriété.

#### 5.4.3 Droit de réparer, remplacer ou reconstruire l'automobile

Nous pouvons réparer, remplacer ou reconstruire l'automobile plutôt que de vous indemniser pour les dommages subis. Dans ce cas, notre décision vous sera communiquée, à vous ou aux autres personnes assurées, dans les sept jours suivant la réception de la demande de règlement. Nous ferons en sorte que les travaux soient terminés dans un délai raisonnable et que l'on utilise des pièces de même type et qualité.

#### 5.4.4 Montant de l'indemnité

L'indemnité que nous vous verserons ne sera jamais plus élevée que la valeur réelle en espèces de l'automobile au jour du sinistre, moins la franchise précisée dans votre Certificat d'assurance-automobile.

Nous calculerons le coût de la perte ou des dommages d'après la valeur de l'automobile au jour du sinistre, moins la dépréciation. Nous ne paierons pas plus pour faire réparer l'automobile que sa valeur réelle en espèces au jour du sinistre, moins la franchise précisée dans votre Certificat d'assurance-automobile.

Nous vous verserons donc le moindre des montants suivants :

- le coût de la réparation de la perte ou des dommages, moins la franchise;
- la valeur réelle en espèces de l'automobile au jour du sinistre, moins la franchise.

#### Exemple

Votre automobile, qui a quatre ans, est heurtée du côté avant gauche par une automobile non assurée, que l'on a cependant pu identifier. La carrosserie est réparée là où elle était endommagée. Nous paierons les frais de réparation (moins la franchise de 300 \$), ainsi que ce qu'il en coûtera pour repeindre la partie endommagée. Si vous voulez faire repeindre toute l'automobile, les frais supplémentaires seront à votre charge.

#### 5.5 Demandes de règlement pour lésions corporelles et dommages matériels

Il se peut qu'un accident entraîne à la fois des lésions corporelles ou un décès et des dommages matériels à l'automobile ou à son contenu. Le montant d'assurance maximal servira alors, pour 95 p. 100, au paiement des indemnités pour lésions corporelles ou décès, tandis que les 5 p. 100 restants seront consacrés aux demandes de règlement pour dommages matériels.

#### Exemple

Dans un accident survenu en Ontario et imputable à un(e) conducteur(trice) identifié(e), mais non assuré(e), votre automobile de 20 000 \$ est détruite et vous et votre conjoint(e) subissez des lésions corporelles pour lesquelles vous réclamez au total 350 000 \$.

Notre indemnité ne dépassera pas la limite minimale au chapitre de la responsabilité civile, soit 200 000 \$. De cette somme, 95 p. 100 (soit 190 000 \$) seront consacrés à vos lésions corporelles. Les 5 p. 100 restants, soit 10 000 \$, pourront vous dédommager de la perte de votre automobile.

#### 5.6 Règlement des demandes

##### 5.6.1 Règlement sur entente mutuelle

Nous pouvons nous entendre avec vous ou avec les autres personnes assurées au sujet de la validité d'une demande de règlement ou du montant de l'indemnité que nous vous verserons.

##### 5.6.2 Règlement par arbitrage

En cas de désaccord, la question peut être soumise à un(e) arbitre si vous-même ou les autres personnes assurées le demandez et que nous y consentons. L'arbitre sera choisi(e) d'après vos exigences et les nôtres. Si les deux parties ne peuvent en arriver à un choix mutuellement acceptable, chacune des parties nommera son (sa) propre arbitre et ces deux personnes en choisiront un(e) autre. Toute décision appuyée par deux arbitres sur trois aura un effet exécutoire. Les arbitres doivent procéder conformément à la *Loi de 1991 sur l'arbitrage* (Ontario).

##### 5.6.3 Règlement par un tribunal

Il se peut aussi que, pour régler un litige, vous ou les autres personnes assurées intentiez une poursuite devant un tribunal ontarien. Dans ce cas, nous avons le droit de demander à ce tribunal de cerner la responsabilité des parties et de fixer le montant de l'indemnité à payer, à moins qu'un autre tribunal ontarien ne se soit déjà prononcé à ce sujet dans une autre poursuite.

## 5.7 Restrictions et exclusions

### 5.7.1 Indemnités maximales

1. Nous ne verserons jamais plus que la limite minimale qu'auront fixée, au chapitre de l'assurance de la responsabilité automobile, les autorités du territoire où s'est produit l'accident, quels que soient le nombre de personnes blessées ou tuées et l'ampleur des dommages subis par l'automobile et son contenu. Dans le cas particulier de l'Ontario, notre indemnité ne dépassera pas la limite minimale prescrite par les lois ontariennes.

#### Exemple

Passager dans une voiture circulant ailleurs qu'en Ontario, vous êtes blessé(e) dans un accident imputable à un(e) automobiliste non assuré(e). À cet endroit, la limite minimale, au chapitre de la responsabilité, est fixée à 100 000 \$. Vos blessures, graves, devraient vous coûter au moins 300 000 \$. Nous ne vous verserons pas plus de 100 000 \$.

2. Nous ne vous indemniserons pas :
  - si vous ou les autres personnes assurées pouvez faire une demande de règlement valide en vertu de l'article «Responsabilité» d'une police d'assurance de responsabilité automobile;
  - si, là où l'accident s'est produit, vous pouvez être indemnisé(e) par un fonds créé à des fins d'indemnisation des victimes d'automobilistes non assurés ou non identifiés;
  - de pertes ou de dommages imputables à des substances radioactives;
  - pour la première tranche de 300 \$ de la valeur des dommages infligés à l'automobile et à son contenu lors d'un accident;
  - de plus de 25 000 \$ pour chaque accident ayant entraîné des dommages à l'automobile et à son contenu;
  - si un(e) conducteur(trice) nommément exclu(e) dans la police se trouvait au volant lors de l'accident.

### 5.7.2 Limite en présence de plusieurs polices

Il se peut que vous ou les autres personnes assurées puissiez être indemnisés par plusieurs polices d'assurance couvrant les accidents auxquels ont contribué des automobiles non assurées ou non identifiées. Si tel est le cas, rappelez-vous que toute personne présentant une demande de règlement en vertu de la présente garantie (ou de toute autre) ne peut être indemnisée qu'une seule fois pour le même accident.

## 5.8 Poursuites intentées par vous-même ou les autres personnes assurées

### 5.8.1 Copies des documents

Si vous, les autres personnes assurées ou votre représentant(e) respectif(ve) décidez de poursuivre le (la) propriétaire, le (la) conducteur(trice) ou l'utilisateur(trice) d'une autre automobile ayant contribué à l'accident, vous devez nous fournir une copie des documents pertinents dès que la poursuite est entamée, en les faisant livrer ou expédier par courrier recommandé à notre agent(e) principal(e) ou notre siège social en Ontario.

### 5.8.2 Impossibilité de recouvrer les sommes dues après jugement

Si vous ne pouvez obtenir que la personne responsable de l'accident vous verse l'indemnité ordonnée par le tribunal, nous vous indemniserons sur demande, jusqu'à concurrence :

- soit de la totalité de l'indemnité,
- soit de la différence entre cette dernière et ce que vous ou les autres personnes assurées avez déjà reçu.

L'indemnité que nous vous verserons sera évidemment conforme aux limites et conditions de la garantie visant les accidents provoqués par des automobiles non assurées ou non identifiées.

### 5.8.3 Cession de l'indemnité

Avant de vous indemniser, il se peut que nous exigions, de vous, des autres personnes assurées ou de votre représentant(e) respectif(ve), la cession de la totalité ou du solde de l'indemnité que vous a accordée le tribunal. Si nous recevons ainsi plus que ce que nous avons déjà payé, nous rembourserons la différence, moins nos frais.

## 5.9 Restrictions relatives aux poursuites

### 5.9.1 Respect des conditions de la présente police

Nul ne peut, sans avoir au préalable satisfait aux exigences du présent article (Automobile non assurée) de la police, nous poursuivre en vue d'obtenir quelque indemnité pour lésions corporelles ou dommages matériels imputables à un accident impliquant une automobile non assurée ou non identifiée.

### 5.9.2 Délais à respecter - Poursuites pour perte ou dommages

Toute poursuite contre nous, dans le cas de la perte ou de l'endommagement de l'automobile ou de son contenu, doit être entamée dans l'année suivant l'événement qui y a donné lieu.

Toute poursuite contre nous, s'il s'agit de la perte ou de l'endommagement de biens autres que l'automobile ou son contenu, doit être entamée au plus tard deux ans après l'événement qui y a donné lieu.

### 5.9.3 Délais à respecter - Poursuites pour lésions corporelles ou décès

Toute poursuite contre nous, si elle découle de lésions corporelles ou d'un décès, doit être entamée au plus tard deux ans après l'événement qui y a donné lieu.

## Article 6

### Garantie d'indemnisation directe en cas de dommages matériels

Vous avez une garantie particulière pour une automobile donnée seulement si une prime est indiquée sur le Certificat d'assurance-automobile pour cette garantie ou s'il y est indiqué que la garantie est fournie sans frais.

## 6.1 Introduction

Le présent article de votre police vous protège en cas de dommages à l'automobile ou à certaines remorques non décrites dans votre Certificat d'assurance-automobile, ainsi qu'à leurs composantes ou contenu; il s'applique également à la perte de jouissance de l'automobile ou de son contenu à la suite d'un accident survenu en Ontario par la faute d'un(e) autre automobiliste.

La garantie n'entre en jeu que si l'accident a lieu en Ontario et qu'au moins une des autres automobiles impliquées est protégée par une police d'assurance de responsabilité automobile. Cette police doit avoir été souscrite auprès d'une compagnie d'assurance qui est titulaire d'un permis en Ontario ou s'est inscrite auprès de

la Commission des assurances de l'Ontario dans le but d'offrir la garantie en cause.

On dit qu'il s'agit d'une indemnisation directe du fait que vous serez indemnisé(e) par votre propre assureur même si vous ou toute autre personne utilisant ou conduisant l'automobile avec votre consentement n'êtes pas entièrement responsable de l'accident.

## 6.2 Portée de la garantie

Nous vous indemniserons pour les dommages subis par l'automobile, ses composantes et son contenu et pour la perte de jouissance de l'automobile ou de son contenu qui découlent d'un accident dont une autre personne aurait été tenue légalement responsable n'eût été de l'article 263 de la *Loi sur les assurances* (Ontario) qui vous prive de votre droit de la poursuivre. Pour réparer ou remplacer l'automobile ou les biens en cause, nous ne paierons pas plus que leur valeur réelle en espèces au moment de l'accident, moins le pourcentage applicable de la franchise indiquée sur votre Certificat d'assurance-automobile.

Si une pièce requise pour les réparations n'est plus disponible, nous ne paierons pas plus, à son égard, que le plus récent prix courant demandé par son fabricant.

**Nota : N'oubliez pas que cette garantie n'entre pas en jeu si l'automobile est décrite dans une autre police d'assurance de responsabilité automobile.**

### Exemple

Vous conduisez l'automobile d'un(e) ami(e). Cette automobile est décrite dans la police d'assurance de responsabilité automobile souscrite par votre ami(e). Vous subissez un accident dont vous n'êtes pas responsable.

Votre ami(e) pourra réclamer une indemnité en vertu de la garantie d'indemnisation directe en cas de dommages matériels de sa police.

Nous ne verserons aucune indemnité pour les dommages ou la perte de jouissance de biens transportés contre rémunération.

## 6.3 Personnes assurées

Quand une automobile est endommagée, seul(e) son (sa) propriétaire peut être indemnisé(e).

Quand le contenu de l'automobile est endommagé, seul(e) le (la) propriétaire des biens en cause peut être indemnisé(e).

## 6.4 Calcul des indemnités

### 6.4.1 Responsabilité

L'indemnité que nous pourrions vous verser en vertu du présent article variera en proportion de votre responsabilité ou de celle de l'autre conducteur(trice) dans l'accident.

Cette responsabilité est établie d'après la *Loi sur les assurances* (Ontario) et les *règles de détermination de la responsabilité*. Il se peut que vous ou l'autre conducteur(trice) soyez jugé(e) entièrement ou partiellement responsable de l'accident.

La proportion de responsabilité est exprimée sous la forme d'un pourcentage.

### 6.4.2 Franchise

La garantie d'indemnisation directe en cas de dommages matériels peut comporter une franchise. La franchise est le montant que vous acceptez de prendre à votre charge lors d'une demande de règlement présentée en vertu du présent article. Elle est, le cas échéant, indiquée dans votre Certificat d'assurance-automobile. La franchise est multipliée par le pourcentage de votre non-responsabilité ou de celle du (de la) conducteur(trice) dans l'accident. Vous ne pouvez intenter de poursuite contre quiconque (le [la] conducteur(trice) responsable, par exemple) afin de recouvrer cette franchise.

Si votre automobile et son contenu ont été endommagés, la franchise s'appliquera d'abord à la perte de votre automobile et le reste, le cas échéant, à celle de son contenu.

Vous devrez présenter une demande de règlement distincte pour chaque accident et payer la franchise pour chacune, de même que pour chaque automobile assurée.

Nous verserons une indemnité correspondant à la portion des dommages totaux qui est égale au pourcentage de votre non-responsabilité ou de celle du (de la) conducteur(trice) dans l'accident, moins la franchise prévue dans la garantie d'indemnisation directe en cas de dommages matériels.

#### Exemple n° 1

(L'autre conducteur(trice) est entièrement responsable de l'accident)

La valeur réelle en espèces de votre automobile est fixée à 12 000 \$. Vous êtes impliqué(e) dans un accident dont quelqu'un d'autre est à 100 p. 100 responsable. Votre voiture est une perte totale.

La garantie d'indemnisation directe en cas de dommages matériels comporte une franchise de 300 \$. Nous vous verserons une indemnité de 11 700 \$ (soit 12 000 \$ moins 300 \$). Nous vous indemniserons également des frais de transport raisonnables.

En résumé, vous recevrez 11 700 \$. Vous devrez payer la franchise de 300 \$.

#### Exemple n° 2

(Vous êtes en partie responsable de l'accident- aucune garantie facultative contre la perte ou les dommages)

La valeur réelle en espèces de votre automobile est fixée à 12 000 \$. Vous êtes impliqué(e) dans un accident et êtes tenu(e) à 25 p. 100 responsable de l'accident. Celui-ci a entraîné la perte totale de votre automobile.

La garantie d'indemnisation directe en cas de dommages matériels comporte une franchise de 300 \$. Elle couvre les dommages (moins la franchise) dont l'autre conducteur(trice) est responsable. La franchise est à votre charge. Nous vous verserons une indemnité de 8 775 \$ (9 000 \$, soit 75 p. 100 de la valeur de votre automobile, moins 225 \$, soit 75 p. 100 de la franchise).

En résumé, vous recevrez 8 775 \$. Vous paierez 225 \$ (ce qui représente la franchise) et tous les autres frais. Dans le présent exemple, il vous en coûtera 3 225 \$. (Cependant, vous pourriez recouvrer une partie de ce montant si vous avez souscrit des garanties facultatives contre la perte ou les dommages en vertu de l'article 7.)

**Exemple n° 3**

(Dommages au contenu de l'automobile)

Imaginons qu'au moment de l'accident, vous reveniez de louer une ponceuse à planchers d'un magasin spécialisé. L'appareil, qui vaut 600 \$, est entièrement détruit et vous êtes tenu(e) à 25 p. 100 responsable de l'accident.

La garantie d'indemnisation directe en cas de dommages matériels comporte une franchise de 300 \$. Nous vous verserons une indemnité de 225 \$ (450 \$, soit 75 p. 100 de la valeur de la ponceuse, moins 225 \$, soit 75 p. 100 de la franchise).

En résumé, vous recevrez une indemnité de 225 \$. Vous devrez payer 225 \$ (soit la franchise) et la proportion des dommages pour lesquels vous êtes responsable.

**Exemple n° 4**

(Dommages à l'automobile et à son contenu)

Vous êtes impliqué(e) dans un accident dont vous n'êtes pas responsable. Les frais de réparation de votre automobile s'élèvent à 250 \$. Le contenu, d'une valeur de 125 \$, est entièrement détruit.

La garantie d'indemnisation directe en cas de dommages matériels comporte une franchise de 300 \$. Nous ne verserons aucune indemnité (250 \$ moins 250 \$) relativement aux dommages à votre automobile et paierons 75 \$ (125 \$ moins 50 \$) au propriétaire du contenu de l'automobile.

En résumé, le propriétaire du contenu de l'automobile recevra 75 \$. Vous devrez payer la franchise de 300 \$.

**6.5 Obligations des personnes assurées**

Quand vous et les autres personnes assurées présentez une demande de règlement pour dommages matériels, vous devez :

- nous informer par écrit de l'accident dans les sept jours suivant l'événement (ou, si vous ne pouvez le faire pour cause d'incapacité, aussitôt que possible), nous donnant toutes les précisions que vous possédez alors au sujet de la perte, des dommages et des circonstances;
- faire tout en votre pouvoir, dans les limites du raisonnable, pour protéger l'automobile d'autres dommages, auquel cas nous vous dédommagerons de vos frais. Si vous ne prenez pas ces précautions, les dommages subséquents que subira l'automobile ne seront pas couverts par votre police;
- vous abstenir de faire réparer l'automobile, sauf dans la mesure du nécessaire pour la protéger, et de retirer des preuves des dommages, à moins que nous y ayons donné notre consentement ou ayons pu examiner l'automobile;
- nous permettre de prendre copie de tout document se trouvant en votre possession ou en celle d'autres personnes assurées et qui se rapporte à l'accident;
- nous permettre d'examiner l'automobile à toute heure raisonnable;
- à notre demande, faire dans les 90 jours suivant l'accident une déclaration solennelle dans laquelle vous préciserez les circonstances de l'accident, ainsi que la cause et l'ampleur des dommages, identifierez les victimes et l'ampleur de leurs pertes et affirmez que les dommages sont effectivement d'origine accidentelle. Vous devrez également nous informer de toute autre police d'assurance pertinente;
- accepter de disposer vous-même de l'automobile, sauf si nous convenons de le faire nous-mêmes. Si nous décidons de la remplacer ou de vous en verser la valeur réelle en espèces, moins la franchise applicable, ce qui en reste devient notre propriété.

**6.6 Droit de réparer, remplacer ou reconstruire l'automobile**

Nous pouvons réparer, remplacer ou reconstruire l'automobile plutôt que de vous indemniser pour les dommages subis. Dans ce cas, notre décision vous sera communiquée, à vous ou aux autres personnes assurées, dans les sept jours suivant la réception de la demande de règlement. Nous ferons en sorte que les travaux soient terminés dans un délai raisonnable et que l'on utilise des pièces de même type et qualité.

**6.7 Situations diverses que ne couvre pas votre police****6.7.1 Biens contaminés**

En vertu du présent article, nous ne vous dédommagerons pas pour les biens se trouvant dans l'automobile qui sont contaminés.

**6.7.2 Risque nucléaire**

Le risque nucléaire provient des propriétés radioactives, toxiques, explosives et des autres propriétés dangereuses de substances décrites dans le règlement découlant de la *Loi sur la sûreté et la réglementation nucléaires* (Canada).

Si vous ou d'autres personnes assurées avez un accident entraînant une perte ou des dommages directement ou indirectement imputables au risque nucléaire, nous vous dédommagerons jusqu'à concurrence de 200 000 \$, sous réserve que l'un(e) ou l'autre d'entre vous soyez protégé(e) de ce risque à la fois par la présente police et par une police comportant une garantie de responsabilité découlant du risque nucléaire. Ce dédommagement ne vous sera disponible qu'une fois la limite de cette dernière police épuisée.

**6.7.3 Montant de l'indemnité**

Si vous êtes en désaccord avec la proportion de responsabilité qui vous a été attribuée en vertu des *Règles de détermination de la responsabilité* ou avec tout règlement proposé, vous pouvez introduire une action contre nous afin que la question soit réglée par un juge.

Ou bien, si le désaccord a trait à la valeur du véhicule ou de son contenu ou à la nature, au montant ou aux coûts des réparations, la question peut être réglée par une évaluation en vertu de la *Loi sur les assurances* si nous convenons ensemble du processus. Chacun de nous désignera un évaluateur. S'ils sont tous deux d'accord, les évaluateurs conviendront du montant. S'ils sont en désaccord, ils désigneront un arbitre qui devra trancher quant à la position à adopter.

**Article 7****Garanties contre la perte ou les dommages****(Facultatives)**

**Vous avez une garantie particulière pour une automobile donnée seulement si une prime est indiquée sur le Certificat d'assurance-automobile pour cette garantie ou s'il y est indiqué que la garantie est fournie sans frais.**

**7.1 Introduction****7.1.1 Perte ou endommagement de votre automobile**

Nous nous engageons à payer tous les frais reliés à la perte ou à l'endommagement direct et accidentel d'une automobile décrite et de son contenu, qui surviennent à la suite d'un incendie, d'un vol ou d'une collision, à la condition que l'automobile soit assurée contre ces risques.

L'expression «perte ou dommage direct» désigne la perte ou les dommages résultant directement d'un risque couvert par une garantie.

Le présent article ne s'applique que si les dommages causés à une automobile et à ses composants ne sont pas couverts en vertu de l'article 6 - Garantie d'indemnisation directe en cas de dommages matériels d'une police d'assurance de responsabilité automobile.

Nous pouvons inspecter l'automobile et son équipement à tout moment jugé raisonnable. Si vous ne respectez pas les dispositions raisonnables prises aux fins de l'inspection, il est possible que vos garanties en vertu du présent article soit annulées et que les demandes de règlements présentées en vertu du présent article vous soient refusées.

**Les garanties contre la perte ou les dommages peuvent s'appliquer à d'autres automobiles que celles qui sont décrites dans votre police. L'article 2 donne plus de détails à ce sujet et précise les conditions pertinentes.**

### 7.1.2 Garanties offertes

Vous trouverez ci-dessous les quatre types de garanties qui vous sont offertes. Celles que vous aurez choisies figureront à votre Certificat d'assurance-automobile.

**Nota : Toutes les garanties sont assujetties aux dispositions du paragraphe 7.2.**

**A. Risques spécifiés** - Nous ne vous indemniserons que pour la perte ou les dommages causés par les risques suivants : un incendie; le vol ou la tentative de vol; la foudre, les tempêtes de vent, la grêle ou la crue des eaux; les tremblements de terre; les explosions; les émeutes ou les troubles publics; la chute ou l'atterrissage forcé d'aéronefs ou de pièces d'aéronefs; ou l'échouement, le naufrage, le feu, le déraillement ou la collision de tout véhicule transportant l'automobile décrite sur terre ou sur l'eau.

**B. Risques multiples** - Nous vous indemniserons en cas de perte ou de dommages autres que ceux qui sont couverts par la garantie collision ou versement, y compris :

- les risques spécifiés;
- la chute d'objets ou les objets volants;
- les missiles;
- le vandalisme.

**C. Collision ou versement** - Nous vous indemniserons de la perte ou des dommages résultant de la collision de l'automobile décrite avec un autre objet ou de son versement. Le terme «objet» englobe :

- une autre automobile, quand elle est attachée à l'automobile décrite;
- le sol;
- tout objet se trouvant dans ou sur le sol.

**D. Tous risques** - Cette garantie combine les garanties collision ou versement et risques multiples. Nous vous indemniserons en outre de la perte ou des dommages découlant du vol de l'automobile décrite par une personne habitant sous votre toit ou par tout(e) employé(e) qui a charge de la conduire, de l'entretenir ou de la réparer.

## 7.2 Portée de la garantie

### 7.2.1 Généralités

Nous ne vous indemniserons pas de l'un ou l'autre des pertes ou dommages suivants, à moins qu'ils ne résultent d'un risque contre

lequel vous êtes assuré(e) ou que vous ne soyez assuré(e) contre le feu, le vol ou le vandalisme :

- dommages aux pneus;
- bris mécanique ou panne de toute composante de l'automobile ou dommages en résultant;
- rouille, corrosion, usure, gel ou explosion à l'intérieur du moteur ou dommages en résultant.

#### Exemple

Nous ne vous indemniserons pas d'une crevaison survenue en conduite normale; par contre, si le pneu est détruit dans une collision et que vous possédiez la garantie collision ou versement, nous vous verserons ce que valait votre pneu au moment de l'accident.

Nous ne vous indemniserons pas des pertes ou dommages :

- résultant d'une affirmation mensongère de propriété, de la disposition illégale ou du vol de l'automobile par toute personne qui en a légalement la possession en vertu d'un accord écrit (hypothèque, vente conditionnelle, bail ou autre entente similaire);
- résultant d'une cession mutuellement convenue, même si elle a été frauduleusement obtenue;

#### Exemple

Tard un soir, lors d'une réception, vous vendez votre automobile à un inconnu qui vous remet un chèque en échange. La semaine suivante, vous vous rendez compte qu'il s'agissait d'un chèque sans provision. Nous ne vous indemniserons pas.

- résultant d'une contamination par des substances radioactives;
- infligés au contenu d'une remorque;
- infligés au matériel enregistré ou à un accessoire utilisé avec un appareil enregistré, supérieurs à la somme de 25 \$. Nous ne vous indemniserons pas pour le matériel enregistré et les accessoires lorsqu'ils sont séparés d'un appareil enregistré. Le matériel enregistré comprend, mais sans s'y limiter,
- les bandes sonores, les disques compacts, les vidéocassettes et les
- vidéodisques numériques.

### 7.2.2 Utilisation illicite de l'automobile

Nous ne vous indemniserons pas des pertes ou dommages subis dans un accident, quand :

- vous étiez incapable de conduire sûrement l'automobile du fait que vous aviez consommé des substances intoxicantes;
- vous avez été jugé(e) coupable, aux termes du Code criminel du Canada ou de toute autre loi canadienne ou américaine, de l'un ou l'autre des délits suivants :
  - négligence criminelle causant des lésions corporelles,
  - conduite dangereuse d'une automobile,
  - délit de fuite lors d'un accident,
  - conduite avec facultés affaiblies ou avec un taux d'alcoolémie de plus de 80 mg,
  - refus de subir l'alcootest,
  - avoir causé des lésions corporelles en conduisant une automobile avec facultés affaiblies ou avec un taux d'alcoolémie de plus de 80 mg,
  - conduite d'une automobile sans permis valide,
  - tout autre délit de même nature,
- que vous avez commis au moyen d'une automobile ou lorsque vous utilisiez, conduisiez ou aviez la charge d'une automobile;

- vous avez utilisé l'automobile dans une course, une épreuve de vitesse ou une activité illégale, ou permis qu'elle le soit;
- vous conduisez l'automobile en dépit d'une interdiction légale;
- une autre personne conduit l'automobile dans l'une ou l'autre de ces conditions, avec votre consentement.

### 7.2.3 Exclusion de certains vols

Les garanties Risques multiples et Risques spécifiés ne s'appliqueront pas si la perte ou les dommages résultent du vol de l'automobile par une personne vivant sous votre toit.

Il en sera de même si la perte ou les dommages résultent du vol de l'automobile par l'un(e) de vos employés qui est chargé(e) de sa conduite, de son entretien ou de sa réparation, même si cette personne commet le vol hors de ses heures de travail.

## 7.3 Franchise

Nos garanties peuvent comporter une franchise. La franchise est le montant que vous acceptez de prendre à votre charge lors d'une demande de règlement présentée en vertu du présent article. Elle est toujours indiquée dans votre Certificat d'assurance-automobile.

Vous devez présenter une demande de règlement distincte pour chaque accident et payer la franchise pour chacune, de même que pour chaque automobile assurée.

Nous ne vous indemniserons que des pertes ou dommages dont la valeur est supérieure à celle de la franchise. Si l'article 6 - Garantie d'indemnisation directe en cas de dommages matériels s'applique également à la demande de règlement, l'indemnité que nous vous verserons en vertu du présent article ne comprendra pas la franchise prévue dans la garantie d'indemnisation directe en cas de dommages matériels applicables. La franchise que vous payez en vertu du présent article correspondra à la franchise de la garantie contre les collisions multipliée par le pourcentage de votre responsabilité ou de celle du (de la) conducteur(trice) de l'automobile dans l'accident.

#### Exemple n° 1

Vous souscrivez une garantie Risques multiples qui comporte une franchise de 300 \$. Le pare-brise de votre automobile est brisé par la chute d'un arbre. Vous devrez payer la première tranche de 300 \$ des frais de remplacement du pare-brise. Les dommages inférieurs à 300 \$ sont à votre charge.

#### Exemple n° 2

##### (Vous êtes en entièrement responsable de l'accident - avec garanties facultatives contre la perte ou les dommages)

La valeur réelle en espèces de votre automobile est fixée à 12 000 \$. Vous êtes impliqué(e) dans un accident et en êtes tenu(e) à 100 p. 100 responsable. Celui-ci a entraîné la perte totale de votre automobile.

Vous ne recevrez aucune indemnité en vertu de la garantie d'indemnisation directe en cas de dommages matériels.

Vous avez souscrit une garantie facultative de collision ou versement qui comporte une franchise de 500 \$. Aux termes de cette garantie, nous vous verserons une indemnité de 11 500 \$ (soit 12 000 \$ moins 500 \$, le montant de la franchise).

En résumé, vous recevrez 11 500 \$ et devrez payer 500 \$ (ce qui représente la franchise de la garantie de collision).

#### Exemple n° 3

##### (Vous êtes en partie responsable de l'accident - avec garanties facultatives contre la perte ou les dommages)

La valeur réelle en espèces de votre automobile est fixée à 12 000 \$. Vous êtes impliqué(e) dans un accident et en êtes tenu(e) à 25 p. 100 responsable. Votre automobile est une perte totale.

Votre garantie d'indemnisation directe en cas de dommages matériels comporte une franchise de 300 \$. En vertu de cette garantie, nous vous verserons une indemnité de 8 775 \$ (9 000 \$, soit 75 p. 100 de la valeur de votre automobile, moins 225 \$, soit 75 p. 100 de la franchise).

Vous avez souscrit une garantie facultative de collision ou versement qui comporte une franchise de 500 \$. Aux termes de cette garantie, nous vous verserons également une indemnité de 2 875 \$ (3 000 \$, soit 25 p. 100 de la valeur de votre automobile, moins 125 \$, soit 25 p. 100 de la franchise).

En résumé, vous recevrez une indemnité de 11 650 \$ et devrez payer 350 \$ au titre des franchises.

#### Exemple n° 4

##### (Vous êtes en partie responsable de l'accident - avec garanties facultatives contre la perte ou les dommages)

Vous êtes impliqué(e) dans un accident dont vous êtes à 25 p. 100 responsable. Les dommages s'élèvent à 5 000 \$.

Votre garantie d'indemnisation directe en cas de dommages matériels comporte une franchise de 300 \$. En vertu de cette garantie, nous vous verserons une indemnité de 3 525 \$ (3 750 \$, soit 75 p. 100 de 5 000 \$, moins 225 \$, soit 75 p. 100 de la franchise).

Vous avez souscrit une garantie facultative de collision ou versement dont la franchise s'élève à 500 \$. Aux termes de cette garantie, nous vous verserons également 1 125 \$ (1 250 \$, soit 25 p. 100 de 5 000 \$, moins 125 \$, soit 25 p. 100 de la franchise).

En résumé, vous recevrez 4 650 \$ et devrez payer une franchise de 350 \$.

La garantie contre la perte ou les dommages imputables au feu ou à la foudre ne comporte aucune franchise.

## 7.4 Autres avantages

Toutes les garanties que vous choisissez en vertu du présent article comportent les avantages supplémentaires suivants :

### 7.4.1 Paiement des frais

Nous prendrons à notre charge tous les frais d'avarie commune, de sauvetage et de lutte contre l'incendie, ainsi que tous les droits de douane canadiens ou américains dont un risque assuré vous rend légalement responsable.



Exemple

Votre voiture est endommagée par un incendie. Le service local de lutte contre l'incendie vous facture son travail. Il faut importer une boîte de vitesses neuve pour faire réparer l'automobile. Nous paierons la facture du service d'incendie, les droits d'importation, les pièces de rechange et les frais de réparation.

Dans le cadre de cette garantie, les frais de sauvetage sont ceux que l'on engage pour récupérer les biens en cause afin d'éviter qu'un risque assuré n'en entraîne la perte.

C'est le transport maritime de l'automobile qui peut entraîner des frais d'avarie commune. S'il devient indispensable de jeter une partie de la cargaison à la mer pour sauver le navire, il se pourrait qu'en vertu de la loi vous deviez prendre à votre charge une partie des pertes. Nous vous en dédommagerons.

**7.4.2 Renoncement à notre droit de recouvrer des sommes versées**

Si un accident se produit au moment où une automobile décrite est conduite par quelqu'un d'autre avec votre consentement, nous paierons la demande de règlement qui en résulte. Nous renoncerons également à notre droit de recouvrer les sommes versées auprès de cette personne.

**Toutefois**, nous conserverons notre droit de recouvrer les sommes versées dans l'un ou l'autre des cas suivants :

- si la personne en cause a la charge de l'automobile dans le cadre d'une activité commerciale l'amenant à vendre, réparer, entretenir, garder ou garer des automobiles;
- si la personne en cause a contrevenu à toute disposition de la police dans son usage de l'automobile ou l'a utilisée dans les circonstances décrites à l'alinéa 7.2.2.

Exemples

1<sup>er</sup> Vous permettez à une amie de prendre votre automobile; elle l'endommage en heurtant une bouche d'incendie. Nous paierons les réparations et ne la poursuivrons pas pour récupérer l'indemnité.

2<sup>e</sup> Vous confiez votre voiture au (à la) préposé(e) d'un terrain de stationnement ou d'un garage. En la garant, il (elle) en érafle une aile. Nous paierons les réparations et nous nous ferons dédommager par le propriétaire du garage, car il (elle) avait la garde de l'automobile dans le cadre d'une activité commerciale.

3<sup>e</sup> Vous permettez à un ami d'utiliser votre voiture. À votre insu, il la conduit après avoir trop bu et heurte un arbre. Nous paierons les réparations, mais nous nous ferons dédommager par votre ami. Conduire avec des facultés affaiblies contrevient non seulement à la loi, mais aussi aux dispositions de votre police.

**7.4.3 Automobiles de remplacement temporaire**

Quand vous ou toute autre personne conduisez une automobile de remplacement temporaire (voir cette définition à l'article 2), il se peut que vous soyez tenu(e) responsable de tout dommage soit en vertu de la loi, soit en vertu d'une entente à laquelle vous ou le (la) conducteur(trice) aurez donné votre assentiment. Dans une telle situation, nous paierons les dommages directs dont vous ou le (la) conducteur(trice) êtes légalement responsable, moins la franchise prévue dans votre police pour le risque en cause.

Par contre, si le (la) propriétaire de l'automobile de remplacement possède une garantie contre ce genre de dommages et que la police en cause prévoit une franchise supérieure à la vôtre pour de tels dommages, nous ne paierons pas plus que la différence entre les deux franchises.

En cas de litige au sujet de la responsabilité des dommages, nous sommes en droit, tout comme en vertu de l'article 3 - Responsabilité, de régler la question de la manière qui nous convient; nous paierons les frais d'enquête, de négociation ou de poursuite.

Exemple n° 1

Vous louez une automobile pour remplacer la vôtre, accidentée, qui est en réparation. Au volant de votre voiture de location, vous lui causez des dommages évalués à 800 \$. La garantie Collision de la police de l'entreprise de location prévoit une franchise de 1 000 \$. Votre propre police, pour la même garantie, fixe la franchise à 500 \$. Nous ne paierons pas plus de 300 \$ (800 \$ moins 500 \$).

Exemple n° 2

Vous louez une automobile pour remplacer la vôtre, accidentée, qui est en réparation. Au volant de votre voiture de location, vous lui causez des dommages évalués à 2 800 \$. La garantie Collision de la police de l'entreprise de location prévoit une franchise de 1 000 \$. Votre propre police, pour la même garantie, fixe la franchise à 500 \$. Notre indemnité sera de 500 \$, soit la différence entre les deux franchises.

**7.4.4 Perte de jouissance en raison d'un vol**

Si vous possédez les garanties Tous risques, Risques multiples ou Risques spécifiés, nous vous verserons, en cas de vol d'une automobile décrite, la somme de 30 \$ par jour pour la location d'une automobile de remplacement.

Si vous préférez ne pas louer d'automobile, nous vous verserons quotidiennement la même somme pour l'utilisation de taxis et des transports en commun.

Cette indemnisation ne commencera qu'après 72 heures suivant le signalement du vol à nous-mêmes ou aux services policiers. Vous continuerez d'être indemnisé(e) jusqu'à la réparation complète ou au remplacement de votre

automobile, ou à défaut jusqu'à ce qu'on vous offre une compensation financière définitive, même si votre police vient à échéance après le vol.

**Quelles que soient les circonstances, nous ne paierons pas plus de 900 \$ pour ces frais.**

**7.5 Obligations des personnes assurées**

Lorsque vous présentez une demande de règlement en vertu du présent article, vous et les autres personnes assurées devez :

- nous informer par écrit de l'incident dans les sept jours suivant l'événement (ou, si vous ne pouvez le faire pour cause d'incapacité, aussitôt que possible), nous donnant toutes précisions que vous possédez alors au sujet de la perte, des dommages et des circonstances;
- faire tout en votre pouvoir, dans les limites du raisonnable, pour protéger l'automobile d'autres dommages, auquel cas nous vous dédommagerons de vos frais. Si vous ne prenez

pas ces précautions, les dommages subséquents que subirait l'automobile ne seront pas couverts par votre police;

- vous abstenir de faire réparer l'automobile, sauf dans la mesure du nécessaire pour la protéger, et de retirer des preuves des dommages, à moins que nous y ayons donné notre consentement ou ayons pu examiner l'automobile;
- nous permettre de prendre copie de tout document se trouvant en votre possession ou en celle d'autres personnes assurées et qui se rapporte à l'incident;
- nous permettre d'examiner l'automobile à toute heure raisonnable;
- à notre demande, faire dans les 90 jours suivant l'incident une déclaration solennelle dans laquelle vous préciserez les circonstances de l'incident, ainsi que la cause et l'ampleur des dommages, identifierez les victimes et l'ampleur de leurs pertes et affirmez que les dommages sont effectivement d'origine accidentelle. Vous devrez également nous informer de toute autre police d'assurance pertinente;
- accepter de disposer vous-même de l'automobile, sauf si nous convenons de le faire nous-mêmes. Si nous décidons de la remplacer ou de vous en verser la valeur réelle en espèces, moins la franchise indiquée sur votre Certificat d'assurance-automobile, ce qui en reste devient notre propriété.

#### 7.6 Droit de réparer, remplacer ou reconstruire l'automobile

Nous pouvons réparer, remplacer ou reconstruire l'automobile plutôt que de vous indemniser pour les dommages subis. En ce cas, notre décision vous sera communiquée à vous ou aux autres personnes assurées dans les sept jours suivant la réception de la demande de règlement. Nous ferons en sorte que les travaux soient terminés dans un délai raisonnable et que l'on utilise des pièces de même type et qualité.

#### 7.7 Montant de l'indemnité

Nous ne paierons pas plus que la valeur réelle en espèces de l'automobile au moment où elle a été endommagée ou volée, moins la franchise indiquée sur votre Certificat d'assurance-automobile.

La perte ou les dommages seront notamment évalués d'après la valeur réelle en espèces de l'automobile, moins la dépréciation. Pour la faire réparer, nous ne paierons pas plus que sa valeur réelle en espèces au moment où elle a été endommagée ou volée, moins la franchise indiquée sur votre Certificat d'assurance-automobile.

Nous verserons donc le moindre des montants suivants :

- le coût de la réparation de la perte ou des dommages, moins la franchise;
- la valeur réelle en espèces de l'automobile au moment où elle a été endommagée ou volée, moins la franchise.

#### Exemple

Il y a trois ans, vous avez acheté une automobile neuve, au prix de 16 000 \$. Sa valeur réelle en espèces est aujourd'hui de 10 000 \$. Vous détenez une garantie complète facultative et votre franchise est de 500 \$. Si un incendie détruit complètement l'automobile, nous ne paierons pas plus de 10 000 \$ en vertu de la garantie facultative. Si l'automobile vous est volée, nous ne paierons pas plus de 9 500 \$ (10 000 \$ - 500 \$) en vertu de la garantie facultative).

Nous ne paierons pas plus de 1 500 \$ à l'égard des pertes d'accessoires ou d'équipement électroniques autres que l'équipement installé par le fabricant ou des dommages qui peuvent y être causés. Nous paierons la valeur réelle en espèces de l'équipement jusqu'à concurrence de 1 500 \$ au total.

Font partie «des accessoires et équipement électroniques», mais sans s'y limiter, les radios, les lecteurs de cassettes, les lecteurs de disques compacts, les haut-parleurs, les téléphones, les émetteurs-récepteurs, y compris les radios BP, les radios amateurs et VHF, les téléviseurs, les télécopieurs, les appareils électroniques de navigation, les dispositifs de positionnement et de repérage, les ordinateurs et autres articles de nature semblable. «Équipement installé par le fabricant» s'entend des accessoires et de l'équipement électroniques compris dans le prix d'achat de l'automobile neuve.

#### 7.8 Règlement de la demande

Si vous êtes en désaccord quant à la valeur du véhicule ou de son contenu ou à la nature, au montant ou aux coûts des réparations, la question peut être réglée par une évaluation en vertu de la *Loi sur les assurances* si nous convenons ensemble du processus. Chacun de nous désignera un évaluateur. S'ils sont tous deux d'accord, les évaluateurs conviendront du montant. S'ils sont en désaccord, ils désigneront un arbitre qui devra trancher quant à la position à adopter.

#### Article 8

**Nota : La Loi sur les assurances (Ontario) exige que les conditions qui suivent fassent expressément partie de toute police d'assurance-automobile émise en Ontario. Pour en faciliter la compréhension, nous avons indiqué dans chacun des articles celles qui s'y appliquent. En cas d'incompatibilité entre le libellé d'une police et le texte qui suit, c'est celui-ci qui prévaut.**

#### Conditions légales

Dans les présentes conditions légales, à moins que le contexte ne s'y oppose, le terme «assuré» s'entend de la personne assurée par le présent contrat, qu'elle soit nommément désignée ou non.

#### Modification importante du risque

1. (1) L'assuré nommément désigné dans le présent contrat avise promptement par écrit l'assureur ou son agent local de toute modification importante des circonstances constitutives du risque dont il a connaissance.
- (2) Sans préjudice de la partie générale de ce qui précède, l'expression

«modification importante des circonstances constitutives du risque» s'entend en outre :

- (a) d'un changement dans l'intérêt assurable qu'a l'assuré nommé au présent contrat dans l'automobile en raison d'une vente, d'une cession ou de toute autre façon, sauf dans le cas d'un transfert du droit de propriété par succession, par décès ou par des procédures prises en vertu de la *Loi sur la faillite et l'insolvabilité* (Canada),

et, dans le cas d'une assurance contre la perte de l'automobile ou les dommages qui peuvent lui être causés :

- (b) d'une hypothèque, d'un privilège ou d'une charge grevant l'automobile après la présentation de la proposition relative au présent contrat;
- (c) de toute autre assurance du même intérêt, qu'elle soit valide ou non, couvrant les pertes ou dommages déjà couverts par le présent contrat, ou une partie de ceux-ci.

**Erreur de classement**

2. (1) Si un assuré a été incorrectement classé d'après le système de classement des risques qu'utilise l'assureur ou qu'il est tenu par la loi d'utiliser, l'assureur apporte la correction nécessaire.

**Remboursement de l'excédent de prime**

- (2) Si une correction est apportée aux termes de la sous-condition (1) de la présente condition, l'assureur rembourse à l'assuré l'excédent de prime, ainsi que les intérêts applicables à la période pendant laquelle a duré l'erreur de classement au taux d'escompte en vigueur à la fin du premier jour du dernier mois du trimestre précédant le trimestre où l'erreur a été commise pour la première fois. Le taux d'escompte à fraction est arrondi au nombre entier supérieur.

**Définition**

- (3) Dans la sous-condition (2) de la présente condition,

«taux d'escompte» s'entend du taux d'escompte que fixe la Banque du Canada comme le taux d'intérêt minimum qu'elle accorde aux banques figurant à l'Annexe 1 de la *Loi sur les banques* (Canada) sur les sommes d'argent à court terme qu'elle leur avance.

**Surprime**

- (4) Si une correction est apportée aux termes de la sous-condition (1) de la présente condition dans les soixante jours qui suivent la prise d'effet du présent contrat, l'assureur peut exiger que l'assuré paie une surprime par suite de la correction apportée, sans intérêt.

**Mensualités**

3. Sauf prévision contraire dans les règlements pris en application de la *Loi sur les assurances*, l'assuré peut payer sa prime, sans encourir de pénalité, par mensualités égales qui, additionnées, donnent le montant total de la prime. L'assureur peut exiger des intérêts à un taux qui ne dépasse pas celui qui est indiqué dans les règlements.

**Permission de conduire**

4. (1) L'assuré ne doit ni conduire l'automobile ni en faire l'usage, ni autoriser une autre personne à la conduire ou à en faire usage, à moins d'y être autorisé par la loi ou à moins que cette autre personne n'y soit autorisée par la loi.

**Usage interdit**

- (2) L'assuré ne doit pas utiliser ni autoriser que soit utilisée l'automobile dans une course ou une épreuve de vitesse ou à des fins de commerce ou de transport illicite ou interdit.

**Obligations en cas de pertes ou de dommages**

5. (1) L'assuré :
- (a) donne à l'assureur un avis écrit, avec tous les renseignements disponibles, de tout incident entraînant des pertes subies par une personne ou des dommages corporels ou la perte de biens ou des dommages causés à ceux-ci et de toute demande de règlement qui en découle;
- (b) à la demande de l'assureur, atteste, par déclaration solennelle, que la demande de règlement découle de l'usage ou de la conduite de l'automobile et indique si la personne qui conduisait ou était responsable de la

conduite de l'automobile au moment de l'accident est ou non assurée par le présent contrat;

- (c) transmet immédiatement à l'assureur toute lettre, tout document ou avis, ou toute déclaration qu'il a reçus de l'auteur de la demande ou de sa part.

- (2) L'assuré ne doit :

- (a) ni assumer volontairement une responsabilité ni régler un sinistre, sauf à ses propres frais;
- (b) ni s'immiscer dans des négociations de règlement ou dans une instance.

- (3) Chaque fois que l'assureur le lui demande, l'assuré apporte son aide à l'obtention de renseignements, de preuves, et à la comparution de témoins, et collabore avec l'assureur, sauf pécuniairement, à la défense dans toute action ou instance, ainsi qu'à la poursuite de tout appel.

**Obligations en cas de la perte d'une automobile ou des dommages qui lui sont causés**

6. (1) En cas de la perte d'une automobile ou de dommages qui lui sont causés et si la perte ou les dommages sont couverts par le présent contrat, l'assuré :
- (a) en donne à l'assureur un avis écrit aussi circonstancié qu'il est alors possible;
- (b) protège, dans la mesure du possible et aux frais de l'assureur, l'automobile contre toute perte ou tout dommage supplémentaires;
- (c) remet à l'assureur, dans les quatre-vingt-dix jours qui suivent la date de la perte ou du dommage, une déclaration solennelle énonçant, au mieux de ses connaissances, ce qu'il tient pour véridique de l'assuré, l'endroit, la date, la cause, et l'étendue du sinistre, l'intérêt de l'assuré et de toute autre personne dans l'automobile, les sûretés la grevant ainsi que toutes les autres assurances, valides ou non, couvrant l'automobile, et attestant que le sinistre n'est pas dû, directement ou indirectement, à un acte ou à la négligence délibérés de l'assuré.
- (2) La perte ou les dommages supplémentaires touchant l'automobile, imputables directement ou indirectement à une faute dans la protection requise par la sous-condition (1) de la présente condition, ne sont pas couverts par le présent contrat.
- (3) Les réparations, autres que celles qui sont immédiatement nécessaires pour protéger l'automobile contre une perte ou des dommages supplémentaires, ne doivent pas être entreprises et aucune preuve matérielle de la perte ou des dommages ne doit être enlevée :
- (a) sans le consentement écrit de l'assureur;
- (b) tant que l'assureur n'a pas eu un délai raisonnable pour procéder à l'inspection prévue par la condition légale 8.

**Interrogatoire de l'assuré**

- (4) L'assuré se soumet à un interrogatoire sous serment, et produit aux fins d'un examen, à l'endroit et à la date raisonnables désignés par l'assureur ou son représentant, tous les documents en sa possession ou sous son contrôle qui sont

liés à l'affaire en question et permet que des extraits ou des copies soient tirés de ces documents.

#### **L'assureur tenu à la valeur vénale du sinistre**

- (5) La garantie de l'assureur se limite à la valeur réelle en espèces de l'automobile, calculée à la date du sinistre; le sinistre est déterminé ou estimé selon la valeur réelle en espèces, après avoir effectué une juste déduction pour la dépréciation, quelle qu'en soit la cause, et ne doit pas excéder le coût de la réparation ou du remplacement de l'automobile, ou de toute pièce de celle-ci, à l'aide de matériaux de même nature et qualité. Dans le cas où une pièce de rechange est périmée ou ne peut être obtenue, l'assureur n'est alors tenu qu'à la valeur de cette pièce à la date du sinistre. Cette valeur ne doit pas être supérieure au plus récent prix courant du fabricant.

#### **Réparation, reconstruction ou remplacement des biens sinistrés**

- (6) L'assureur peut réparer, reconstruire ou remplacer les biens sinistrés plutôt que d'effectuer le règlement en espèces stipulé dans la condition légale 9 s'il donne un avis écrit de son intention dans les sept jours qui suivent la réception de la preuve du sinistre.

#### **Délai des réparations**

- (6.1) L'assureur effectuera les réparations, la reconstruction ou le remplacement prévu à la sous-condition (6), dans un délai raisonnable après avoir soumis l'avis requis
- (a) prévu la sous-condition (6), si une évaluation prévue à la sous-condition (2.1) de la condition légale 9 n'est pas effectuée eu égard la demande;
- (b) dans un délai raisonnable après avoir reçu la détermination de l'évaluateur quant aux questions en litige, si une évaluation prévue à la sous-condition (2.1) de la condition légale 9 est effectuée eu égard à la demande.

#### **Pièces neuves ou de rechange**

- (6.2) Aux fins de la sous-condition (6), l'assureur peut réparer, reconstruire ou remplacer les biens par de nouvelles pièces fournies par le fabricant original ou par des pièces non originales ou remises à neuf de marque et de qualité semblables aux biens sinistrés.

#### **Délaissement interdit; sauvetage**

- (7) L'automobile ne peut être abandonnée à l'assureur sans le consentement de ce dernier. Si l'assureur choisit de remplacer l'automobile ou d'en payer la valeur réelle en espèces, la valeur de sauvetage appartient à l'assureur.

#### **Délai**

7. L'avis prévu à la sous-condition (1) de la condition légale 5 et à la sous-condition (1) de la condition légale 6 est donné à l'assureur dans les sept jours suivant l'incident ou, si l'assuré ne peut le faire, pour cause d'incapacité, le plus tôt possible par la suite.

#### **Inspection de l'automobile**

8. L'assuré permet à l'assureur d'inspecter l'automobile et ses accessoires en tout temps raisonnable.

#### **Délai et mode de paiement des sommes assurées**

9. (1) Si l'assureur a décidé de ne pas effectuer les réparations, la reconstruction ou le remplacement des biens sinistrés, il paiera les sommes assurées auxquelles il est tenu en vertu du présent contrat,
- (a) dans les soixante jours qui suivent la réception de la preuve du sinistre, si aucune évaluation prévue à la sous-condition (2.1) n'est effectuée eu égard à la demande;
- (b) dans les quinze jours qui suivent la réception de la détermination de l'évaluateur concernant les questions en litige, si une évaluation prévue à la sous-condition (2.1) est effectuée eu égard à la demande.

#### **Motifs du refus**

- (2) S'il refuse d'acquiescer à une demande de règlement, l'assureur informe promptement l'assuré par écrit des motifs pour lesquels il prétend ne pas être tenu de le faire.

#### **Règlement d'un litige par l'entremise d'une évaluation en vertu de l'article 128 de la Loi**

- (2.1) L'article 128 de la Loi s'applique à ce contrat si,
- (a) l'assureur a reçu une preuve de sinistre de la part de l'assuré eu égard aux biens sinistrés;
- (b) l'assuré et l'assureur sont en désaccord,
- (i) quant la nature et l'étendue des réparations, de la reconstruction ou du remplacement requis ou leur bien-fondé,
- (ii) quant au montant payable eu égard au sinistre;
- (c) l'assuré ou l'assureur demande, par écrit, qu'une évaluation soit effectuée en vertu de l'article 128 de la Loi et que l'autre personne concernée accepte.

#### **Introduction d'une action**

- (3) L'assuré ne doit pas tenter une action en recouvrement du montant d'une demande de règlement en vertu du présent contrat, à moins que les prescriptions des conditions légales 5 et 6 ne soient respectées.

#### **Prescription des actions**

- (4) Les actions et instances contre l'assureur fondées sur le présent contrat doivent être engagées au plus tard dans l'année qui suit la survenance du sinistre en ce qui concerne la perte de l'automobile ou les dommages qui lui sont causés et au plus tard dans les deux années qui suivent la date où la cause d'action a pris naissance en ce qui concerne les pertes subies par des personnes ou les dommages qui leur sont causés ou la perte d'autres biens ou les dommages qui leur sont causés.

#### **Qui peut donner l'avis et les preuves du sinistre**

10. L'avis du sinistre peut être donné et les preuves apportées par l'agent de l'assuré dans le présent contrat en cas d'absence ou d'empêchement de l'assuré de donner l'avis ou d'apporter la preuve, si cette absence ou cet empêchement est suffisamment justifié ou, dans un cas semblable ou en cas de refus de l'assuré, par une personne à laquelle une partie des sommes assurées est payable.

**Montants de la franchise**

- 10.1 (1) Malgré tout ce que le présent contrat contient,
- (a) l'assureur ne sera responsable que des montants excédant le montant de la franchise applicable, le cas échéant, indiqué dans le présent contrat;
  - (b) toute disposition du présent contrat reliée l'obligation de l'assureur de verser un montant ou d'effectuer la réparation, la reconstruction ou le remplacement de biens sinistrés sera satisfaite par le versement du montant établi en déduisant toute franchise applicable,
    - (i) du montant auquel l'assuré aurait autrement droit,
    - (ii) aux co ts de la réparation, de la reconstruction ou du remplacement des biens.

**Montant de la franchise**

- (2) Aux fins la sous-condition (1), un montant que l'assureur n'est pas tenu de verser en vertu de l'alinéa 261(1) ou (1.1) ou 263(5.1) ou (5.2.1) de la *Loi sur les assurances* sera considéré être une franchise en vertu du présent contrat.

**Résiliation**

11. (1) Sous réserve de l'article 12 de la *Loi sur l'assurance-automobile obligatoire* et des articles 237 et 238 de la *Loi sur les assurances*, l'assureur peut, par courrier recommandé ou par remise à personne, donner à l'assuré un avis de résiliation du contrat.
- (1.1) Si l'assureur donne un avis de résiliation en vertu de la sous-condition (1) pour une raison autre que le non-paiement de toute la prime ou de toute partie de celle-ci qui est due en vertu du contrat ou pour tout frais exigé en vertu de n'importe quelle entente accessoire au contrat ou si l'assureur donne un avis de résiliation conformément à la sous-condition (1.7), l'avis de résiliation annulera le contrat au plus tôt
- (a) le 15<sup>e</sup> jour suivant l'avis donné par l'assureur, si l'avis est donné par courrier recommandé ou
  - (b) le cinqui me jour suivant l'avis donné par l'assureur, si l'avis est remis personne.
- (1.2) Sous réserve de la sous-condition (1.7), si l'assureur donne un avis de résiliation en vertu de la sous-condition (1) pour non-paiement de toute la prime ou de toute partie de celle-ci qui est due en vertu du contrat ou pour tout frais exigible en vertu de n'importe quelle entente accessoire au contrat, l'avis de résiliation devra être conforme à la sous-condition (1.3) et devra indiquer la date de résiliation qui ne sera pas avant
- (a) le 30<sup>e</sup> jour suivant l'avis donné par l'assureur, si l'assureur donne un avis par courrier recommandé; ou
  - (b) le 10<sup>e</sup> jour suivant l'avis donné par l'assureur, si l'assureur donne un avis remis personne.
- (1.3) Un avis de résiliation mentionné à la sous-condition (1.2) doit
- (a) indiquer le montant exigible en vertu du contrat la date de l'avis;
  - (b) indiquer que le contrat sera résilié 0 h 01 le jour de la résiliation, moins que le montant total indiqué au

paragraphe (a), incluant des frais d'administration n'excédant pas le montant approuvé en vertu de la Partie XV de la Loi, payable en argent comptant ou par mandat ou par ch que visé l'ordre de l'assureur ou autrement, tel qu'indiqué l'avis, ne soit livré l'adresse, en Ontario, qui est indiquée l'avis, au plus tard midi (12 h 00) le jour ouvrable précédant le jour de la résiliation.

- (1.4) Aux fins du paragraphe (a) de la sous-condition (1.3), si l'assureur et l'assuré se sont antérieurement entendus, conformément aux règlements, pour que l'assuré puisse payer la prime en vertu du contrat par versements, le montant exigible en vertu du contrat à la date de l'avis ne devra pas être supérieur au montant des versements dus mais impayés à la date de l'avis.
- (1.5) Si le plein montant payable en vertu du paragraphe (b) de la sous-condition (1.3) n'est pas payé dans le délai et de la façon indiquée à l'avis, le contrat sera considéré comme étant résilié, sans autre intervention de la part de l'assureur, à 0 h 01 le jour indiqué.
- (1.6) Si le plein montant payable en vertu du paragraphe (b) de la sous-condition (1.3) est payé dans le délai et de la façon indiquée à l'avis, le contrat ne sera pas résilié le jour précisé pour la résiliation et l'avis n'aura plus aucune force ni effet.
- (1.7) Si, en ce qui concerne le contrat, l'assureur a déjà donné à deux reprises un avis de résiliation mentionné à la sous-condition (1.2) et si le plein montant exigible en vertu du paragraphe (b) de la sous-condition (1.3) a été payé dans le délai et de la façon indiquée à l'avis et si un défaut de paiement se produit pour la totalité de la prime ou pour toute partie de celle-ci en vertu du contrat ou pour tout frais en vertu de toute entente accessoire au contrat, l'assureur peut, par courrier recommandé ou par livraison à personne, donner à l'assuré un avis de résiliation du contrat, et la sous-condition (1.1) s'applique alors au lieu de la sous-condition (1.2).
- (2) Le présent contrat peut être résilié par l'assuré, en tout temps, à sa demande.
- (3) Lorsque le présent contrat est résilié par l'assureur :
  - (a) celui-ci rembourse l'excédent de la prime effectivement acquittée sur la prime calculée au prorata de la période écoulée, mais cette prime calculée au prorata ne doit en aucun cas être réputée inférieure à toute prime minimale indiquée;
  - (b) si la résiliation est due à une raison autre que le non-paiement de toute la prime ou partie de celle-ci due en vertu du contrat ou de tout frais en vertu de toute entente accessoire au contrat ou si l'assureur donne un avis de résiliation en vertu de la sous-condition (1.7), le remboursement doit accompagner l'avis, sauf si le montant de la prime doit être rajusté ou fixé et, dans ce cas, le remboursement doit se faire le plus tôt possible;
  - (c) si la résiliation est due au non-paiement de toute la prime ou partie de celle-ci due en vertu du contrat ou de tout frais en vertu de toute entente accessoire au contrat et si la sous-condition (1.7) ne s'applique pas la résiliation, le remboursement doit tre effectué aussitôt que possible apr s la date d'entrée en vigueur de la résiliation.
- (4) Lorsque le présent contrat est résilié par l'assuré, l'assureur rembourse le plus tôt possible l'excédent de la prime effectivement acquittée par l'assuré sur la prime au taux à

court terme correspondant à la période écoulée, mais la prime au taux à court terme ne peut en aucun cas être réputée inférieure à toute prime minimale spécifiée.

- (5) Aux fins du paragraphe (a) des sous-conditions (1.1) et (1.2), le jour où l'assureur donne l'avis par courrier recommandé sera considéré être le jour qui suit le jour de la mise à la poste.

- (a) Toute référence de la présente condition aux heures de la journée sera interprétée comme étant l'heure de la journée suivant l'heure locale du lieu de résidence de l'assuré.

#### Avis

12. L'avis écrit destiné à l'assureur peut être remis ou expédié par courrier recommandé à l'agence principale ou au siège social de l'assureur dans la province. Les avis écrits destinés à l'assuré nommément désigné dans le présent contrat peuvent lui être remis à personne ou par courrier recommandé adressé à la dernière adresse postale donnée à l'assureur. Dans la présente condition, le terme «recommandé» signifie recommandé au Canada ou à l'étranger.

#### Protection des indemnités d'accident légales

13. Même si elle ne se conforme pas aux présentes conditions légales, une personne a droit aux indemnités qui sont énoncées à l'*Annexe sur les indemnités d'accident légales*.

Les conditions légales que l'on retrouve à l'article 8 sont également indiquées dans l'article de la police à laquelle elles se rapportent, conformément à la liste ci-dessous.

Condition légale	Se retrouve au paragraphe
1 (1)	1.4.1
1 (2) a	1.4.2
1 (2) b	1.4.3
1 (2) c	1.4.3
2 (1)	1.6.2
2 (2)	1.6.2
2 (3)	1.6.2
2 (4)	1.6.2
3	1.6.3
4 (1)	1.4.5, 7.2.2
4 (2)	1.4.6, 7.2.2
5 (1) a	3.4
5 (1) b	3.4
5 (1) c	3.4
5 (2) a	3.4
5 (2) b	3.4
5 (3)	3.4
6 (1) a	5.4.2, 6.5, 7.5
6 (1) b	5.4.2, 6.5, 7.5
6 (1) c	5.4.2, 6.5, 7.5
6 (2)	5.4.2, 6.5, 7.5
6 (3) a	5.4.2, 6.5, 7.5
6 (3) b	5.4.2, 6.5, 7.5
6 (4)	5.4.2, 6.5, 7.5
6 (5)	5.4.4, 6.2, 7.7
6 (6)	5.4.3, 6.6, 7.6
6 (6.1)	5.4.3, 6.6, 7.6
6 (6.2)	5.4.3, 6.6, 7.6
6 (7)	5.4.2, 6.5, 7.5
7	3.4, 5.4.2, 6.5, 7.5
8	1.4.7, 2.2.1, 5.4.2, 6.5, 7.1, 7.5
9 (1)	1.6.1
9 (2)	1.6.1
9 (2.1)	5.6.2, 6.7.3, 7.8

9 (3)	5.8.1
9 (4)	5.9.2, 5.9.3
10	1.5
10.1	5.2.3, 5.7.1, 6.2, 6.4.2, 7.3
11 (1)	1.7.2
11 (1.1)	1.7.3
11 (1.2)	1.7.3
11 (1.3)	1.7.3
11 (1.4)	1.7.3
11 (1.5)	1.7.3
11 (1.6)	1.7.3
11 (1.7)	1.7.4
11 (2)1.7.1,	1.7.5
11 (3) (a)	1.7.5
11 (3) (b)	1.7.5
11 (4)	1.7.1
11 (5)1.7.3,	1.7.4
11 (6)1.7.3,	1.7.4
12	1.5

(138-G762F)

## Orders in Council Décrets

O.C./Décret 844/2005

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and concurrence of the Executive Council, orders that:

Sur la recommandation du soussigné, le lieutenant-gouverneur, sur l'avis et avec le consentement du Conseil des ministres, décrète ce qui suit:

WHEREAS pursuant to subsection 2(1) of the Executive Council Act, R.S.O. 1990, c. E.25, a member of the Executive Council has been appointed under the Great Seal to hold office as the Minister of Municipal Affairs and Housing;

PURSUANT to subsection 2(2) of the Executive Council Act, the Minister of Municipal Affairs and Housing shall preside over a ministry known as the Ministry of Municipal Affairs and Housing;

AND pursuant to subsections 2(2) and 5(1) of the Executive Council Act, notwithstanding any provision of a statute or Order in Council, the administration of the statutes set out in the appendix to this Order is assigned to the Minister of Municipal Affairs and Housing;

AND THAT Order in Council O.C. 571/2004 dated March 26, 2004 and published in the Ontario Gazette on April 10, 2004 is revoked.

Recommended DALTON MCGUINTY  
Premier and President of the Council

Concurred DWIGHT DUNCAN  
Chair of Cabinet

Approved and Ordered May 18, 2005.

JAMES BARTLEMAN  
Lieutenant Governor

**Appendix****Statutes administered by the Minister of Municipal Affairs and Housing:**

1. Building Code Act, 1992, S.O. 1992, c. 23
2. City of Greater Sudbury Act, 1999, S.O. 1999, c. 14, Sched. A
3. City of Hamilton Act, 1999, S.O. 1999, c. 14, Sched. C
4. City of Kawartha Lakes Act, 2000, S.O. 2000, c. 43
5. City of Ottawa Act, 1999, S.O. 1999, c. 14, Sched. E
6. City of Toronto Act, 1997, S.O. 1997, c. 2
7. City of Toronto Act, 1997 (No. 2), S.O. 1997, c. 26
8. Commercial Tenancies Act, R.S.O. 1990, c. L.7
9. Development Charges Act, 1997, S.O. 1997, c. 27
10. Elderly Persons' Housing Aid Act, R.S.O. 1990, c. E.5
11. Geographic Township of Creighton-Davies Act, 1997, S.O. 1997, c.33
12. Geographic Township of Hansen Act, 1986, S.O. 1986, c. 52
13. Greenbelt Act, 2005, S.O. 2005, c. 1
14. Greenbelt Protection Act, 2004, S.O. 2004, c. 9
15. Housing Development Act, R.S.O. 1990, c. H.18
16. Line Fences Act, R.S.O. 1990, c. L.17
17. Ministry of Municipal Affairs and Housing Act, R.S.O. 1990, c. M.18
18. Municipal Act, 2001, S.O. 2001, c. 25
19. Municipal Affairs Act, R.S.O. 1990, c. M.46
20. Municipal Arbitrations Act, R.S.O. 1990, c. M.48
21. Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50
22. Municipal Corporations Quieting Orders Act, R.S.O. 1990, c. M.51
23. Municipal Elections Act, 1996, S.O. 1996, c. 32, Sched.
24. Municipal Extra-Territorial Tax Act, R.S.O. 1990, c. M.54
25. Municipal Franchises Act, R.S.O. 1990, c. M.55
26. Municipal Tax Assistance Act, R.S.O. 1990, c. M.59
27. Municipality of Shuniah Act, 1936, S.O. 1936, c. 83
28. North Pickering Development Corporation Act, 1974, S.O. 1974, c. 124
29. Oak Ridges Moraine Conservation Act, 2001, S.O. 2001, c. 31
30. Oak Ridges Moraine Protection Act, 2001, S.O. 2001, c. 3
31. OC Transpo Payments Act, 2000, S.O. 2000, c. 19
32. Ontario Housing Corporation Act, R.S.O. 1990, c. O.21
33. Ontario Municipal Employees Retirement System Act, R.S.O. 1990, c. O.29
34. Ontario Planning and Development Act, 1994, S.O. 1994, c. 23, Sched. A
35. Planning Act, R.S.O. 1990, c. P.13
36. Public Utilities Act, R.S.O. 1990, c. P.52
37. Road Access Act, R.S.O. 1990, c. R.34
38. Shoreline Property Assistance Act, R.S.O. 1990, c. S.10
39. Social Housing Reform Act, 2000, S.O. 2000, c. 27
40. Statute Labour Act, R.S.O. 1990, c. S.10
41. Tax Sales Confirmation Act, 1974, S.O. 1974, c. 90
42. Tenant Protection Act, 1997, S.O. 1997, c. 24
43. Territorial Division Act, 2002, S.O. 2002, c. 17, Sched. E
44. Toronto Islands Residential Community Stewardship Act, 1993, S.O. 1993, c. 15
45. Town of Haldimand Act, 1999, S.O. 1999, c. 14, Sched. B
46. Town of Moosonee Act, 2000, S.O. 2000, c. 5, Sched.
47. Town of Norfolk Act, 1999, S.O. 1999, c. 14, Sched. D (138-G763)

O.C./Décret 845/2005

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and concurrence of the Executive Council, orders that:

Sur la recommandation du soussigné, le lieutenant-gouverneur, sur l'avis et avec le consentement du Conseil des ministres, décrète ce qui suit:

WHEREAS pursuant to subsection 2(1) of the Executive Council Act, R.S.O. 1990, c. E.25, a member of the Executive Council has been appointed under the Great Seal to hold office as the Minister of Public Infrastructure Renewal;

PURSUANT to subsection 2(2) of the Executive Council Act, the Minister of Public Infrastructure Renewal shall preside over a ministry known as the Ministry of Public Infrastructure Renewal;

AND pursuant to subsections 2(2) and 5(1) of the Executive Council Act, notwithstanding any provision of a statute or Order in Council, the administration of the statute set out in the appendix to this Order is assigned to the Minister of Public Infrastructure Renewal;

AND THAT Order in Council O.C. 572/2004 dated March 26, 2004 and published in the Ontario Gazette on April 10, 2004 is revoked.

Recommended

DALTON MCGUINTY  
Premier and President of the Council

Concurred

DWIGHT DUNCAN  
Chair of Cabinet

Approved and Ordered May 18, 2005.

JAMES BARTLEMAN  
Lieutenant Governor**Appendix****Statutes administered by the Minister of Public Infrastructure Renewal**

1. Toronto Waterfront Revitalization Corporation Act, 2003, S.O. 2002 c. 28 (138-G764)

**Applications to  
Provincial Parliament — Private Bills  
Demandes au Parlement  
provincial — Projets de loi d'intérêt privé**

**PUBLIC NOTICE**

The rules of procedure and the fees and costs related to applications for Private Bills are set out in the Standing Orders of the Legislative Assembly. Copies of the Standing Orders, and the guide "Procedures for Applying for Private Legislation", may be obtained from the Legislative Assembly's Internet site at <http://www.ontla.on.ca> or from:

Committees Branch  
Room 1405, Whitney Block, Queen's Park  
Toronto, Ontario M7A 1A2

Telephone: 416/325-3500 (Collect calls will be accepted)

Applicants should note that consideration of applications for Private Bills that are received after the first day of September in any calendar year may be postponed until the first regular Session in the next following calendar year.

(8699) T.F.N. CLAUDE L. DESROSIERS,  
Clerk of the Legislative Assembly.

**Applications to Provincial Parliament**

NOTICE IS HEREBY GIVEN that on behalf of Kids Care Oncology, Central West Ontario Corporation, known as and referred to as Ronald McDonald House (Hamilton), application has been made to the Legislative Assembly of the Province of Ontario for an Act to exempt certain land from taxation for municipal and school purposes beginning in 2005 and thereafter so long as the land is used for the purposes of providing temporary lodging for families of seriously ill children receiving medical treatment from the Hamilton area hospitals.

The application will be considered by the Standing Committee on Regulations and Private Bills. Any person who has an interest in the application and who wishes to make submissions, for or against the application, to the Standing Committee on Regulations and Private Bills should notify, in writing, the Clerk of the Legislative Assembly, Legislative Building, Queen's Park, Toronto, Ontario, M7A 1A2.

DATED at Ottawa, this 26th day of May, 2005.

(138-P554) 23, 24, 25, 26 RUSSELL G. GIBSON,  
Solicitor for the Applicant  
Vincent Dagenais Gibson LLP/s.r.l.  
Suite 600-325 Dalhousie Street  
Ottawa, Ontario  
K1N 7G2

NOTICE IS HEREBY GIVEN that on behalf of the Southwestern Ontario Childrens Care Inc., which operates as the "Ronald McDonald House" London, application has been made to the Legislative Assembly of the Province of Ontario for an Act to exempt certain land leased by the corporation from the Victoria Hospital Corporation, now known as London Health Sciences Centre, from taxation for municipal and school purposes beginning in 2005 and thereafter so long as the land is used for the purposes of providing temporary lodging for families of seriously ill children receiving medical treatment from London and Southwestern Ontario area hospitals.

The application will be considered by the Standing Committee on Regulations and Private Bills. Any person who has an interest in the application and who wishes to make submissions, for or against the application, to the Standing Committee on Regulations and Private Bills should notify, in writing, the Clerk of the Legislative Assembly, Legislative Building, Queen's Park, Toronto, Ontario, M7A 1A2.

DATED at Ottawa this 26th day of May, 2005.

(138-P555) 23, 24, 25, 26 RUSSELL G. GIBSON,  
Solicitor for the Applicant  
Vincent Dagenais Gibson LLP/s.r.l.  
Suite 600-325 Dalhousie Street  
Ottawa, Ontario  
K1N 7G2

NOTICE IS HEREBY GIVEN that on behalf of the Sisters of St. Joseph of Hamilton (hereinafter the Corporation), an application has been made to the Legislative Assembly of the Province of Ontario for an Act to grant the Corporation the powers of a natural person and to clarify the statutory provisions governing the Corporation. This will clarify the powers of the Corporation and will modernize a number of provisions so as to enable it to better carry out its charitable activities.

The application will be considered by the Standing Committee on Regulations and Private Bills. Any person who has an interest in the application and who wishes to make submissions, for or against the application, to the Standing Committee on Regulations and Private Bills should notify, in writing, the Clerk of the Legislative Assembly, Legislative Building, Queen's Park, Toronto, Ontario, M7A 1A2.

DATED at Ottawa, this 26th day of May, 2005.

(138-P556) 23, 24, 25, 26 RUSSELL G. GIBSON,  
Solicitor for the Applicant  
Vincent Dagenais Gibson LLP/s.r.l.  
Suite 600-325 Dalhousie Street  
Ottawa, Ontario  
K1N 7G2

**Corporation Notices  
Avis relatifs aux compagnies**

**OPTIMUM SOCIÉTÉ D'ASSURANCE INC./  
OPTIMUM INSURANCE COMPANY INC.**

**APPLICATION FOR LICENCE**

Optimum Frontier Insurance Company ("Frontier"), an Ontario insurance company, intends to apply to the Minister of Finance for the Province of Quebec, following its continuance as a Quebec insurance company, for the confirmation of an amalgamation agreement between Optimum Société d'Assurance inc. ("Optimum") and Frontier and to authorize the enterprise registrar (Quebec) to draw up a certificate of amalgamation. The insurance company resulting from the amalgamation of Optimum and Frontier will carry on the business of a property and casualty insurer governed by the Act and shall operate under the name "Optimum Société d'Assurance inc." and, in English, "Optimum Insurance Company Inc.". The head office will be located in Montreal, Quebec. A Chief Agent will be appointed for Ontario and will be located in North Bay.



Notice is hereby given in accordance with Section 49 of the *Insurance Act* (Ontario) that, following amalgamation, Optimum Société d'Assurance inc./Optimum Insurance Company Inc. will apply to the Superintendent of Financial Services of Ontario for licenses authorizing the company to transact in Ontario, accident and sickness, automobile, fidelity, liability, marine and property insurance.

DATED at Montreal, this sixteenth day of May, 2005.

LOUIS FONTAINE,  
Vice-president, Legal Affairs and Secretary  
for and on behalf of  
Optimum Société d'Assurance inc.

(138-P549) 22, 23

## Law Society Act

NOTICE IS HEREBY GIVEN that monies have been paid to the Unclaimed Trust Fund of the Law Society of Upper Canada, pursuant to sections 59.6 and 59.8 of the Law Society Act. A person may make application to claim payment of money, pursuant to section 59.10 of the Law Society Act by contacting the Unclaimed Trust Fund Officer, Law Society of Upper Canada, Osgoode Hall, 130 Queen Street West, Toronto, Ontario M5H 2N6, or at 416-947-3312.

Name	City
1240809 Ontario Inc.	Woodbridge, ON
Abdo, Hassan	Nepean, ON
Abdu, Yahia	Ottawa, ON
Abdulwassi, Ali	Ottawa, ON
Abiad, Huda	Ottawa, ON
Abraha, Effrem	Ottawa, ON
Abraham, Janet	Toronto, ON
Abraham, Medhat & Lorna	Brampton, ON
Adair, Robert	Nepean, ON
Adams, Barbara	Ottawa, ON
Adams, Teresa	Vanier, ON
Adbi, Ali Oman	Ottawa, ON
Adrian, Michael	Ottawa, ON
Advanced Trichological Services	Thornhill, ON
Aelick, Jeff	Ottawa, ON
Ahad, Elie	Gatineau, QC
Ahmed Noor, Ahmed	Ottawa, ON
Ahmed, Tajudeen Alade	Vanier, ON
Alexis, Marie	Ottawa, ON
Ali, Faysal	Ottawa, ON
Alkatie, Sermed	New York
Allan, Catherine	Ottawa, ON
Alphatext Ltd.	Ottawa, ON
Alturbaq, Khalaf	Ottawa, ON
Ambroise, Gilberte	Gatineau, QC
Andersen, Jeanette	Ottawa, ON
Anderson, Greg	Ottawa, ON
Angelo's Hardware Limited	Etobicoke, ON
Annab, Bassel	Ottawa, ON
Arngna'naaq, Ruby	Ottawa, ON
Asfaha, Biniyam	Ottawa, ON
Atallah, John	Vanier, ON
Atwal, Patwindergit	Ottawa, ON
Atwi, Imad	Hull, QC
Au, John	Nepean, ON
Aube, Julie	Ottawa, ON
Audet, Denis	Vanier, ON
Audet, Romain	Manotick, ON

Name	City
Awad, Macarena	Ottawa, ON
Azzabi, Yousef	Ottawa, ON
Babin, Jean	Ormeaux, QC
Badaan, Vivian	Ottawa, ON
Badr, Danny	Ottawa, ON
Bagshaw, Ross J.	Huntsville, ON
Baker, Scott	Arnprior, ON
Balassanion, Henrik	Ottawa, ON
Balduzzi, Hinda	Ottawa, ON
Baliski, Wayne Stanley	Kenora, ON
Balloi, Josephine	Ottawa, ON
Banko, James	Ottawa, ON
Baptiste, Sean	Vanier, ON
Barnett, Sherry	Ottawa, ON
Barratt, Lois Anne	Scarborough, ON
Barrette, Jean-Pierre	Ottawa, ON
Barthelemy, Emanuel	Ottawa, ON
Bartholomew-Kryzewski, Micheal	Ottawa, ON
Bastien, Daniel	Vanier, ON
Bauer, Bernie	Nepean, ON
Beaudin, Roland	Vanier, ON
Beaudoin, Paulette	Ottawa, ON
Becherer, Manfred	Fenelon Falls, ON
Bedard, Armanza	Vanier, ON
Bedard, Gilles	Ottawa, ON
Beechteller, Sundai	Port Colborne, ON
Begin, Luc-Philippe	Ottawa, ON
Beland, Claire	Ottawa, ON
Belanger, June	Ottawa, ON
Belisle, Lyne	Ottawa, ON
Belisle, Paul	Ottawa, ON
Bellefeuille, Nicole	Ottawa, ON
Bellefontain, Shelly	Gloucester, ON
Benton, Al	Ottawa, ON
Bergeron, Claude	Hull, QC
Berichon, Pierre	Gloucester, ON
Bernard, Mamasso	Ottawa, ON
Berniard, Laurent	Ottawa, ON
Berretta, Trevi	Ottawa, ON
Berrouet, Amina	Ottawa, ON
Bertrand, Lynda	Ottawa, ON
Bertrand, Sylvain	Wendover
Bethune, Levy	Ottawa, ON
Bigham, Vida	Ottawa, ON
Biglow, Lyle	Smooth Rock Falls, ON
Bikki, Augustin	Ottawa, ON
Bilukidi, Bonaventure	Ottawa, ON
Blacklock, Judith	Cookstown, ON
Blais, Karen	Ottawa, ON
Blanchard, Celine	Ottawa, ON
Blanchette, Normand	Ottawa, ON
Blondin, Gerard	Casselman, ON
Blondin, Jules	Casselman, ON
Bloomberg, Sally	Ottawa, ON
Boahene-Agbo, Frank	Vanier, ON
Bobb, Theadine	Kingston, ON
Boisvert, David	Ottawa, ON
Bolanos, Carmen	Hull, QC
Boles, John	Toronto, ON
Bonzil, Esaie	Ottawa, ON

Name	City	Name	City
Borde, Anne	Ottawa, ON	Chamberlain, Alan & Eileen	Port Colborne, ON
Bouchard, Pamela	Ottawa, ON	Champion International Corp.	Atlanta, GA
Boudreau, Patrick	Ottawa, ON	Chan, Andy	Ottawa, ON
Boudrias, Yves	Ottawa, ON	Chan, William	Ottawa, ON
Bougazelli, Marie	Ottawa, ON	Chang, Peter	Ottawa, ON
Bougie, Martin	Ottawa, ON	Charest, Suzanne	Ottawa, ON
Bourdon, Jean-Francois	Gloucester, ON	Charlebois, Philippe	St-Andre-d'Argenteuil, QC
Bourgeois, Gilles	Ottawa, ON	Charles, Gitanjali	Ottawa, ON
Bourguignon, Lynne D.	Ottawa, ON	Charron, Florette	Ottawa, ON
Bourreau, Jean Claude	Bourget, ON	Chaumont, Lise	Gatineau, QC
Boutros, Habib	Ottawa, ON	Chaurasia, Rajesh	Mississauga, ON
Brackenridge, Collen	Ottawa, ON	Chen, Zhong	Toronto, ON
Bradley, James Felix	Ottawa, ON	Cheng, Edwin	Gloucester, ON
Bradshaw, Harold	Keswick, ON	Chenier, Jacinthe	Ottawa, ON
Brasovan, Paula	Ottawa, ON	Cherif, Mourad	Hull, QC
Brassard, Cheryl	Ottawa, ON	Cheung, Adolf	Ottawa, ON
Bray, Paul	Ottawa, ON	Chin, Landon	Ottawa, ON
Brazeau, Louis	Ottawa, ON	Chinkinski, Cheryl	Nepean, ON
Bridger, William	Ottawa, ON	Chivers, Kelly	Ottawa, ON
Brixhe, Dan	Gloucester, ON	Chodan, Carolyn	Ottawa, ON
Brook, Daryl	Ottawa, ON	Chong, Frank	Nepean, ON
Brooks, Angela I.	Pickering, ON	Chopra, Shanno	Nepean, ON
Brown, Clifford & Evelyn	Oshawa, ON	Chow, Lee Sang	Ottawa, ON
Brown, Harry	Carp, ON	Chowdhury, Fahima	Abu Dhabi, U.A.E.
Brown, Stephen	Gloucester, ON	Cino, Peter	Ottawa, ON
Brownrigg, Sharon	Ottawa, ON	Classen, Chris	Ottawa, ON
Brunet, Rodney	Ottawa, ON	Clayman, Ed	Nepean, ON
Bryant, Greg	Ottawa, ON	Clayton, Douglas	Ottawa, ON
Bucci, Joe	Downsview	Cleroux, Jeanette	Ottawa, ON
Bui Quang, Yen	Hull, QC	Clostre, Mike	Nepean, ON
Bun, Leng	Ottawa, ON	Cloutier, Mike	Ottawa, ON
Bunbury, Judy	Ottawa, ON	Cocq, Richard Andres	Toronto, ON
Burgoyne, David	South Bend, Indiana	Cohen, Zion	Toronto, ON
Burnette, Carolyn	Kars, ON	Coke, Sylmadel	Ottawa, ON
Burnie, Stephen	Ottawa, ON	Cole, Annette	Ottawa, ON
Burton, Meredith	Ottawa, ON	Coleman, Adrian	Ottawa, ON
Butler, Elmer	Whitby, ON	Coleman, Ted	Ottawa, ON
Butler, Sylvie	Ottawa, ON	Colgan, Muriel	Woodstock, ON
Byveld, Anne	Ottawa, ON	Collett, Robert	Toronto, ON
Cadieux, Jim	Ottawa, ON	Collin, Francois	Ottawa, ON
Caira, Martine	Ottawa, ON	Collins, Carmelle	Ottawa, ON
Calonji, Germano	Ottawa, ON	Congga, G.L.	Ottawa, ON
Camacho, Walter	Richmond, ON	Constant, Irma	Ottawa, ON
Cameron, Lindsay	Alexandria, ON	Cooco, Winnifred	Ottawa, ON
Can-Rod Commodities Ltd.	Willowdale, ON	Cook, Jason Allen & McDonald Cynthia L	Kitchener, ON
Cardinal, Daniel	Hull, QC	Cookhorn, Alison	Ottawa, ON
Cardinal, Marcel	Vanier, ON	Coon, Carolyne	Ottawa, ON
Carino, Frank	Toronto, ON	Cooper, Mike	Oshawa, ON
Caron, Lucie	Ottawa, ON	Cormier, Gabriel	Angers, QC
Carpenter, Larry	St. Catherines, ON	Cornell, Craig	Brockville, ON
Cartwright, Andrew	Toronto, ON	Cornwall, Steven	Ottawa, ON
Castle, Tim	Ottawa, ON	Cosh, Ian	Ottawa, ON
Castro, Jose	Gloucester, ON	Cossio, Alicia	Ottawa, ON
Caufield, Catherine	Ottawa, ON	Cote, Pienette	Clarence Creek, ON
Cavalancia, Stephane	Ottawa, ON	Cottee	Ottawa, ON
Cave, Jean-David	Gloucester, ON	Cotterell, Laurel	Kelowna, BC
Caves, Owen	Ottawa, ON	Coultas, Debbie	Ottawa, ON
Chabot, Andre	Ottawa, ON	Coulthick, Chris	Ottawa, ON
Chabot, Maureen	Ottawa, ON	Coutu, Pierre	Ottawa, ON
Chaisson, Jane	Ottawa, ON	Cowan, Paris (Angus)	Ottawa, ON

Name	City	Name	City
Cowan, Ted	Stittsville, ON	Drouin, Manon	Casselton, ON
Cox, Thomas	USA	Dube, Marc-Andre	Gatineau, QC
Crabtree, John	Ottawa, ON	Ducharme, John	Gloucester, ON
Craig, Thomas Joseph & Lizabeth Kathleen	Norland, ON	Dukta, Elizabeth	Ottawa, ON
Crawley, Anne	Toronto, ON	Dumali, Suzanne	Ottawa, ON
Crevier, David	Ottawa, ON	Dunnigan, Kathy	Vanier, ON
Crichton, Eric	Nepean, ON	Dupuis, Sophie	Ottawa, ON
Crytes, Jimmy	Hull, QC	Easton, Ann	Windsor, ON
Cunnane, Brendan	Ottawa, ON	Edwards, Jeffrey	Markham, ON
Curry, Jan	Ottawa, ON	Edwards, Robert	Ottawa, ON
Cyr, Oscar	Ottawa, ON	Egal, Ahmed Hassan	Ottawa, ON
Czaplicki, Piotr	Ottawa, ON	El Banna, Gamal	Ottawa, ON
Czubyszkiewi, Pawel	Ottawa, ON	El Banna, Gamal	Ottawa, ON
D'Aoust, Estelle	Hull, QC	Elassiuty, Ekbal	Ottawa, ON
Dadjo-Nidjon, Pierre	Vanier, ON	Elkhoury, Andre	Ottawa, ON
Dagenais, John/Karen	Orleans, ON	Ellattar, May	Ottawa, ON
Dallaire, Michelle	Ottawa, ON	Ellis, Natasha	Ottawa, ON
Dalle Sasse, Dave	Ottawa, ON	Ellis, Nixon	Ottawa, ON
Danduran, Benoit	Ottawa, ON	Elvidge, Mike	Ottawa, ON
Dang, Sarah	Ottawa, ON	Emery, Claudette	Ottawa, ON
Daniels, Micheal	Ottawa, ON	Endemann, Bjorn	Ottawa, ON
Darar, Fadiema	Ottawa, ON	Escobar, Maria	Toronto, ON
Daviau, Gina	Ottawa, ON	Etienne, Marie Lourdes	Ottawa, ON
Davidson, Beverly	Ottawa, ON	Etzinger, Bernie	Ottawa, ON
Dawdy, Jason Paul	Nepean, ON	Ezeard, Brenda	Mississauga
De Fonte, Maria	Aylmer, QC	Falk, Nadine	Ottawa, ON
Deaves, Claudette	Vanier, ON	Fampou, Irene	Ottawa, ON
Debruyne, Debbie	Rockland	Faour, Geraldine	Ottawa, ON
Dejardins, Yvette	Ottawa, ON	Farah, Nicole	Ottawa, ON
Delangis, Andre	Ottawa, ON	Farhoudi, Mojgan	Ottawa, ON
Demers, Stephane	Ottawa, ON	Felix, Maria	Ottawa, ON
Derouin, Conrad	Ottawa, ON	Ferdoussi, Caice	Ottawa, ON
Des Pres, Gaelle	Ottawa, ON	Ferey, Hatam	Gatineau, QC
Desbois, Carmen	Gloucester, ON	Ferrigan, David	Ottawa, ON
Deschamps, Roch	Ottawa, ON	Findlay, John	Ottawa, ON
Deschesneau, Elaine	St. Pierre, QC	Fireman's Fund Insurance Company	Hamilton, ON
Desousa, Luis	Ottawa, ON	Fisher, Irwin	Ottawa, ON
Despres, Lisa	Ottawa, ON	Flaherty, Bartley F.	Kincardine, ON
Dessaulles, Andre	Ottawa, ON	Fleck, Shawn	Ottawa, ON
Dessaulles, Andre	Ottawa, ON	Floryan, Sylvia	Ottawa, ON
Devonau, Andrea	Kanata, ON	Ford, John Andrew Richard	Oakville, ON
Di Candia, Maria	Montreal, QC	Forget, Rene	Ottawa, ON
Di Cintio, Chiarina	Hull, QC	Forsyth, Scott	Ottawa, ON
Di Giacomo, Patrick	Ottawa, ON	Fortier, France	Vanier, ON
Dietrich, Eileen	Mississauga, ON	Fortin, Alain	Ottawa, ON
Dimassi, Sami	Ottawa, ON	Fournier, Lorraine	Ottawa, ON
Dinelle, Stephen	Ottawa, ON	Fowles, Claire	Ottawa, ON
Dionne, Denis	Gloucester, ON	Fox, John	Ottawa, ON
Dionne-Brunet	Ottawa, ON	Fox, Sherril	Ottawa, ON
Diotte, Wayne-Maurice	Almonte, ON	Francis, Nevil	Ottawa, ON
Dobson, Danna	Orleans, ON	Fraser, Ernest	Ottawa, ON
Dong, The Minh	Ottawa, ON	Frawley, Denis	Ottawa, ON
Donnelly, Betty Anne	Ottawa, ON	Fulton, Carol	London, ON
Dorner, Gilbert	Toronto, ON	Galbreath, Janet	Ottawa, ON
Dossul, Sana	Oakville, ON	Gale, John	Deauville, Quebec
Dougan, Kerwin	Ottawa, ON	Gallagher, Crystal	Vanier, ON
Dowdell, Jennifer	Ottawa, ON	Gallant, Darrell	Orleans, ON
Doyle, Mark	Nepean, ON	Ganea, Ion	Ottawa, ON
Drake, Tracy	Ottawa, ON	Gareau, Bernard	Ottawa, ON
Driscoll, Randall	Ottawa, ON	Gareau, Gaston	Hull, QC

Name	City	Name	City
Gamer, Gordon	Ottawa, ON	Hamilton, Edna	Ottawa, ON
Gaudet, Norman	Ottawa, ON	Hamilton, John	Ottawa, ON
Gaulin, Christine	Ottawa, ON	Hammond, Tom	Toronto, ON
Gauthier, Kathleen	Ottawa, ON	Hamze, Fares	Gloucester, ON
Geatano, Carmelina	Ottawa, ON	Handulle, Hussein	Ottawa, ON
Gebreendrias, Solomon	Ottawa, ON	Hann, Barbara	Gloucester, ON
George, Gordon	Ottawa, ON	Harding, Gerald	Ottawa, ON
Gheorge, Achim	Ottawa, ON	Harper, Claude	Ottawa, ON
Giangi, Camille	Ottawa, ON	Harper, Lise	Ottawa, ON
Gibson, John & Joyce	Wainfleet, ON	Harris, Joanne	Ottawa, ON
Gibson, Wanda	Ottawa, ON	Harvey, Stacey	Ottawa, ON
Gilbert, Ngono	Gloucester, ON	Hassan, Khalif	Ottawa, ON
Gill, Jeremy	Ottawa, ON	Hassan, Samiya	Ottawa, ON
Gilmore, James & Lorraine	Port Colborne, ON	Hatam, Firooz	Vanier, ON
Gilmore, Wayne	Ottawa, ON	Hatoum, Imad	Gloucester, ON
Gilmour, Wendy	Ottawa, ON	Hayman, Mike	Nepean, ON
Gionet, Peter	Nepean, ON	Healy, Jeffrey	Ottawa, ON
Girolamo, Daniella	Ottawa, ON	Heasman, Heather	Brampton, ON
Giroux, Daniel	Ottawa, ON	Henderson, Robert	Ottawa, ON
Giroux, Philippe	Vanier, ON	Henry, Diane	Ottawa, ON
Godin, Marc	Ottawa, ON	Henry, John	Nepean, ON
Gonthier, Alain	Ottawa, ON	Hepburn, Colleen	Ottawa, ON
Goodman, Amanda	Ottawa, ON	Hergholi, Abdol	Ottawa, ON
Goodman, Louise	Ottawa, ON	Heritage, Paula	Ottawa, ON
Gorrondoza, Adriana	Ottawa, ON	Hijazi, Amer	Ottawa, ON
Gosselin-Gouin, Andree	Ottawa, ON	Hill, Beatrice - estate of	Toronto, ON
Gottlob/Dion, Marion	Nepean, ON	Hitsman, Sandra	Ottawa, ON
Gould, Cheryl	Ottawa, ON	Ho, Raudy	Mississauga
Gourdine, Catherine	Richmond, ON	Ho, Timothy	Ottawa, ON
Gover, Annette	Ottawa, ON	Ho, Victor	Ottawa, ON
Gramcko, Raizha	Ottawa, ON	Hobbs, Gary	Ottawa, ON
Granbarger, Micheal	Ottawa, ON	Hojjati, Seyed Saeed	Nepean, ON
Grant, Raymond	Ottawa, ON	Holliston, Margaret	Ottawa, ON
Gravelle, Elaine	Ottawa, ON	Holmes, Joseph Robert	Pickering, ON
Gray, Angus	Ottawa, ON	Hong, Kennedy	Ottawa, ON
Graziani, Alfredo	Ottawa, ON	Hooles, Debbie	Ottawa, ON
Greenwell, Mike	Vanier, ON	Hopkins, John	Ottawa, ON
Greenwell, Nida	Vanier, ON	Hopkins, John	Ottawa, ON
Gregoire, Jean-Jacques	Hull, QC	Horvath, Elizbieta	Ottawa, ON
Grenier, Lynne D.	Ottawa, ON	Horvath, Sue	Gloucester, ON
Gribbon, Sean	Almonte, ON	Houghton, Douglas	Pictou, ON
Groleay, Ruth (Beneficiary)	Medford, Oregon	Houle, Jean	Ottawa, ON
Groolock, Sheri	Ottawa, ON	Houle/Dore, Stewart	Ottawa, ON
Grosspieth, Jeffery	Ottawa, ON	Houlihan, Bryan	Ottawa, ON
Groupotil Desenvolvimento de Produtos de Utilidade Ltda.	Sao Paulo, Brazil	Housainy, Ammahshah	Ottawa, ON
Gubbels, Andrew	Ajax, ON	Huang, Xin	Toronto, ON
Guedrieu, Gueorgui	Toronto, ON	Humphrey, Herbert	Mississauga
Guertin, Maurice	Sherbrooke, QC	Huot, Patrizia	Ottawa, ON
Guertin, Michael	Vanier, ON	Hutchings, Barbara	Gloucester, ON
Guffie, Inez	Gloucester, ON	Ianiri, Anna Maria	Gloucester, ON
Gugeler, Joy	Ottawa, ON	Ibit, Rowena	Ottawa, ON
Guitard, Claire	Gloucester, ON	Ibrahim, Hodan	Ottawa, ON
Haarsma, Tina	Gloucester, ON	Ibrahim, Nahia	Ottawa, ON
Haddad, Joanne	Ottawa, ON	ICN Puerto Rico Inc.	Costa Mesa, CA
Haghooie, Amir Ali	Ottawa, ON	Ilaslan, Belguzar	Ottawa, ON
Haigh, Karen	Ottawa, ON	Imperial Office Equipment	Etobicoke, ON
Hall, Shirley Jo	Burlington, ON	Incesulu, Maija	Ottawa, ON
Hallenbeck, Mike	New York, USA	Inglis, Mary	Ottawa, ON
Hamelin, Linda	Russell, ON	Ings, Susan	Ottawa, ON
		Irving, Robert	Gloucester, ON

Name	City	Name	City
It's Closed Inc.	Ajax, ON	Konstantinuk, Victor	Ottawa, ON
Ivan, Mark	Old Chelseay, QC	Kordi, Soussan	Ottawa, ON
Ivings, Gary	Ottawa, ON	Kourtev, Gourgei	Vanier, ON
Jabara, Ali	Ottawa, ON	Kovacevic, Srdjan	Bucharest, Romania
Jacques, Claude	Ottawa, ON	Kowalski, Mark	Ottawa, ON
Jaffery, Kashiff	Aylmer, QC	Kranze, Michel	Orleans, ON
James, Howard	Ottawa, ON	Ktenas, John	Ottawa, ON
James, Jill	Toronto, ON	Kubik, Ryszard	Ottawa, ON
Jansen, Gary	McGregor, ON	Kulczycki, Susan	Barrie, ON
Jansen, Suzanne	Ottawa, ON	Kulkarni, Sm	Ottawa, ON
Janssen, Martin	Ottawa, ON	Kulwartian, Anrea	Ottawa, ON
Jawad, Sadiqa	Abu Dhabi, U.A.E.	Kulwartin, Juliette	Ottawa, ON
Jean, Andre	Aylmer	Kwok, Albert	Scarborough, ON
Jee, Lee	Ottawa, ON	L'Abbe, Phil	Gloucester, ON
Jeffers, Kenneth	Ottawa, ON	Labadie, Anne	Ottawa, ON
Jennings, John & Cheryl	Ottawa, ON	Labeck, Larry	Ottawa, ON
Jiang, Yong	Ottawa, ON	Labelle, Denis	Ottawa, ON
Jibril, Safi	Ottawa, ON	Labelle, Michel & Micheline	Rockland, ON
Johnson, Kim	Ottawa, ON	Labrade, Daniel	Ottawa, ON
Johnson, Terry	Vanier, ON	Labreche, Michel	Gatineau, QC
Joiner, Elizabeth	Ottawa, ON	Lacroix, Jean & Julie	St. Catharines, ON
Joly, Jacques	Vanier, ON	Lacroix, Todd	Gloucester, ON
Jones, Rebecca	Ottawa, ON	LaFebvre, Pierre	Ottawa, ON
Jordan, Luanne	Ottawa, ON	Laflamme, Gilles	Vanier, ON
Joseph, Brian	Ottawa, ON	Lafontaine, Jossee Denise	Ottawa, ON
Joseph, Lorna	Ottawa, ON	Laframboise, Victor	Ottawa, ON
Jovan, Richard	Ottawa, ON	Lagarde, Francine	Ottawa, ON
Juarez, Pablo	Nepean, ON	Lagasse, Brent	Vanier, ON
Judayel, Majed	Ottawa, ON	Lage, Pedro	Gloucester, ON
Julie, Godfrey	Nepean, ON	Lahaie, Andre	Ottawa, ON
Juneau, Patrick	Gloucester, ON	Lalonde, Florian	Ottawa, ON
Kabir, Anita	Ottawa, ON	Lalonde, Florian	Ottawa, ON
Kanonowicz, Rande	Gloucester, ON	Lalonde, Gary	Nepean, ON
Karasivich, Holly	Ottawa, ON	Lalonde, Mario	Cumberland
Karl, Alexandra	Ottawa, ON	Lalonde, Pierre	Ottawa, ON
Kashif, Ahmed	Ottawa, ON	Lam/Leung, Chi Shing/Shuk Chun	San Jose, California
Kaszuba, Wlodzimierz	Gloucester, ON	Lama, Luis	Ottawa, ON
Katz, Lev	Thornhill, ON	Lambe, Sandra	Ottawa, ON
Kelleher, Anthony	North Gower, ON	Lamontagne, Pierre	Ottawa, ON
Keller, Jack	Downingtown, PA	Lan Kwet Huan, Francois	Ottawa, ON
Kelley, Gordon	Guelph, ON	Landry, Jean	Gloucester, ON
Kelly, Rod	Ottawa, ON	Langley, Carol	Vanier, ON
Kelly, Sylvie	Hull, QC	Langlois, Elizabeth	Ottawa, ON
Kenny, John	Ottawa, ON	Langlois, Margaret	Ottawa, ON
Kershaw, Robert	Pickering, ON	Lanois, Paul	Ottawa, ON
Khaddaj, Adham	Ottawa, ON	Lapenat, William	Nepean, ON
Khadr, Mohamed	Ottawa, ON	Laperle, Alfred	Orleans, ON
Khaled, Mohammed	Ajax, ON	Lariviere, Lise	Ottawa, ON
Khalili, Montram	Ottawa, ON	Larmard, Rod	Ottawa, ON
Khan, Kaleem	Ottawa, ON	Latham, Lee	Ottawa, ON
Kinnear, Glenn	Stittsville, ON	Lattimore, David	Orleans, ON
Kinsella, Marion	Nepean, ON	Lauzon	Ottawa, ON
Kirk, Ian	Ottawa, ON	Lavasany, Nasser	Hull, QC
Kirovac, Melanie	Toronto, ON	Laverie, Daryl	Osgoode, ON
Klemm, Cameron	Ottawa, ON	Lavictoire, Denis	Ottawa, ON
Knight, Lorna	Ottawa, ON	Lavictoire, Francine	Ottawa, ON
Kochouski, Bobby	Ottawa, ON	Lavigne, Donald	Ottawa, ON
Koh, Sunju	Ottawa, ON	Lavoie, Claude	Hull, QC
Kollias, Peter & Roula	Toronto, ON	Lavoie, Martin	Ottawa, ON
Konkolewska, Kasia	Gloucester, ON	Leacy, Carroll	Ottawa, ON

Name	City	Name	City
Leahy, Olga	Ottawa, ON	Marier, Susan	Vanier, ON
LeBlanc, George	Orleans, ON	Mark, Penelope	Hamilton, ON
Leblanc, Lucy	Ottawa, ON	Markow, Rick	Vanier, ON
Leblanc, Richard	Thurso, QC	Marshall, Christine	Ottawa, ON
Leclerc, Christiane	Ottawa, ON	Marshall, Patrick	Ottawa, ON
Lee, Linda	Ottawa, ON	Marshall, Richard Malcolm	Saint John, NB
Lee, Ron	Vanier, ON	Martel, Marcel	Ottawa, ON
Lees, Ruth	Scarborough, ON	Martel, Mario	Gloucester, ON
Leger, Marc	Ottawa, ON	Martin, Scott	Ottawa, ON
Leger, Michel	Ottawa, ON	Martindale, Harold	Ottawa, ON
Lenahan, Carmen	Ottawa, ON	Martine, Robert & Sandra	Port Colborne, ON
Lesarge, Gail	Mission, BC	Marzec, Danuta	Ottawa, ON
Leung, Patrick	ON	Mason, Raymond	Ottawa, ON
Levac, Marc	Gloucester, ON	Mastantuono, Paul	Ottawa, ON
Leveillee, Lucie	Windsor, ON	Mastro Wood Creations Inc.	Markham, ON
Levesque, Guy	Touraine, QC	Maxwell, Maxine	Ottawa, ON
Levesque, Orqudea	Vanier, ON	Mcauley, Keith	Ottawa, ON
Li, Ivan	Nepean, ON	McAuley, Susan	Ottawa, ON
Lilley, Kim	Ottawa, ON	McBride, Micheal	Ottawa, ON
Linsenmeier, Bruce	Stittsville, ON	McCabe, Graham	Ottawa, ON
Livernois, Marie	Laval, QC	McCarthy, William	Ottawa, ON
Logan, Bruce	Ottawa, ON	McCaul, Randy	Ottawa, ON
Logan, Charles	Nepean, ON	McClymont, Helene	Ottawa, ON
Longo, Julie	Ottawa, ON	McDonald, Rosa	Ottawa, ON
Loomer, Raymond	Ottawa, ON	McDonald, Teresa	Ottawa, ON
Lopez, Fernando	Nepean, ON	McDougall, Clark	Ottawa, ON
Louther Lamont Contracting Ltd.	Walkerton, ON	McDougall, Lynn Johnston	Toronto, ON
Lovelock, Edward	Amherstview, ON	McEvoy, Donna	Vanier, ON
Low, Kimleng	Ottawa, ON	McGrath, Steve	Orleans, ON
Lteif, Joseph	Ottawa, ON	McGuire, Paul	Chapeau, QC
Lungu, Costel	Ottawa, ON	McInnis, Phillip Garnett	New Hazelton, BC
Luong, Thuc Cam	Ottawa, ON	Mckay, Ellen	Ottawa, ON
Lyall, Nancy	Ottawa, ON	Mckenna, Georgia	Ottawa, ON
Lykothrafiti, Paul	Ottawa, ON	Mckinnon, Cynthia	Ottawa, ON
Lythgoe, Lynn	Ottawa, ON	McLaughlin, Madelein	Ottawa, ON
Macdonald, Robert	Ottawa, ON	McLeod, Edmund Donald	Southfield, Michigan
MacDonald, Tom	Ottawa, ON	Mclvor, Ralph	Ottawa, ON
MacDowell, Patricia	Vanier, ON	McMahon, Monique	Ottawa, ON
Maceus, Dana	Ottawa, ON	McMahon, Patrick	Ottawa, ON
MacFarlane, Chelsea	Ottawa, ON	McNutt, Amy	Ottawa, ON
Macmillan, Kely	Ottawa, ON	McQuay, Morgan	Ottawa, ON
MacMillan, Peter	Orleans, ON	McWatters, Sherry	Ottawa, ON
MacNeil, Daniel	Ottawa, ON	Meilleur, Daniel	Ottawa, ON
Mahamoud, Ahmed	Ottawa, ON	Melbourne, Sandra Lee	Ottawa, ON
Maher, Yousseff	Gloucester, ON	Melo, Debbie	Nepean, ON
Maheral, Brenda	Nepean, ON	Melo, Deborah	Ottawa, ON
Maiorov, Dimiter	Vanier, ON	Menard, Guylaine	Orleans, ON
Malekzadeh, Lotfali	Hull, QC	Mendelson, Michael	Toronto, ON
Malette, Luc	Vanier, ON	Menjibar, Antonio	Ottawa, ON
Malik, Asif	Ottawa, ON	Menzies, Lee	Ottawa, ON
Mallard, Kelly	Vanier, ON	Merkley, Sharon	Gloucester, ON
Mallory, Phillip	Ottawa, ON	Meyer, Chrysantha	Germany
Malyska, Beata	Ottawa, ON	Meyers, Templeton	Toronto, ON
Mandy, Stephanie	Ottawa, ON	Mfuni, Grey	Ottawa, ON
Mani, G.S.S.	Ottawa, ON	Michaud, Louise	Montreal, QC
Manicom, Paul	Nepean, ON	Michaud, Marie	Ottawa, ON
Mann, Robin	Ottawa, ON	Michel, Daudelin	Ottawa, ON
Manser, Rob	Kanata, ON	Michel, Elsie	Rexdale, ON
Manso, Manuel	Woodstock, ON	Michel, Elsie & Century 21 Inc.	Rexdale/Toronto, ON
Marchenko, Maxim	Welland, ON	Mignott, Raymond	Ottawa, ON

Name	City	Name	City
Mikhael, Bassem	Nepean, ON	Obagi, Joseph	Ottawa, ON
Miles, Clifford	Vanier, ON	Ocabazigi, Hagos	Ottawa, ON
Miller, Jean	Ottawa, ON	Odi, Chika	Ottawa, ON
Miller, Jean Mary	Georgetown, ON	O'Donnell, James & Elizabeth	Chase, BC
Miller, Lori-Ann	Ottawa, ON	Ogle, James	Ottawa, ON
Milne, William T.	East York, ON	Oh, Richard	Ottawa, ON
Milovac, Mary	Ottawa, ON	Olijnyk, Nadia	Ottawa, ON
Miquet, Francis	Montreal, QC	Oliver, Denine	Keswick, ON
Moae, Jeane-Francoise	Ottawa, ON	Oswin, Allen	Vanier, ON
Moggridge, Mathew	Ottawa, ON	Oswin, Christine	Vanier, ON
Mokri, Serge Dominique	Ottawa, ON	Ouellet, Dan	Ottawa, ON
Moloughney, Wilmot	Ottawa, ON	Ouellette, John	Ottawa, ON
Monahan, Harold	Carlsbad Springs, ON	Ovenell-Carter, Brad	Ottawa, ON
Monds, Jamie	Ottawa, ON	Ozhekim, Reha	Ottawa, ON
Monette, Reginald	Ottawa, ON	Palmer, Ronald	St. John's, Nfld.
Mongeau, Alexandre	Ottawa, ON	Panagou, Lucas	Ottawa, ON
Monroe, Joanna	Ottawa, ON	Panco, Darren & Dean	Ottawa, ON
Monsour, Ray	Nepean, ON	Paquette, Anne	Ottawa, ON
Moore, Chris	Kanata, ON	Paquette, Guylaine	Ottawa, ON
Moore, Joseph & Andrea	Honey Harbour, ON	Paquette, Simone	Vanier, ON
Moore, Micheal	Hull, QC	Paradis, Denise	Vanier, ON
Morimoto, Hitoshi	Kyoto, Japan	Paris, Marg-Colleen	Ottawa, ON
Morin, Michel	Ottawa, ON	Parkdale Partners for Employment	Toronto, ON
Morin, Terese	Gloucester, ON	Parulekar, Patricia	Carlsbad Springs, ON
Morris, Henry	Vanier, ON	Paterson, Raymond	Ottawa, ON
Moses, Amanda	Ottawa, ON	Patriquin, Elmer	Ottawa, ON
Mouiha, Boubker	Ottawa, ON	Peck, Bruce	Toronto, ON
Mukul, Joshi	Burlington, ON	Pelletier, Sophie	Hull, QC
Mulcaster, Kevin	Newmarket, ON	Pennell, Bryant	Sarnia, ON
Mundy, David	Richmond, ON	Pentfado, Celina	Ottawa, ON
Muramatsu, Robert	Toronto, ON	Peppiatt, Lori	Ottawa, ON
Murphy, Gary	Toronto, ON	Perrault, Stan	Ottawa, ON
Murray, Kelly	Ottawa, ON	Perretta, Leila	Ottawa, ON
Mycyk, Jennifer	Ottawa, ON	Peters, James	Gloucester, ON
Nabil, Matta	Ottawa, ON	Petitclerc, Lise	Vanier, ON
Nadon, Claire	Gatineau, QC	Petroff, Michael	Ottawa, ON
Nadon, Rene	Manotick, ON	Pevato, Larry	Ottawa, ON
Nami, Remi	Ottawa, ON	Pidkalenko, Tony	Ottawa, ON
Nardi, Vita Maria	Ottawa, ON	Pierre, Andrew	Ottawa, ON
Nassir, Ahmad	Ottawa, ON	Piffard, Denis	Ottawa, ON
Neumann, Martina	Ottawa, ON	Pilon, Diane	Ottawa, ON
Ng, Joseph	Ottawa, ON	Pirie, Lisa	Ottawa, ON
Ng, Yee Chee Jenifer	Kuala Lumpur, Malaysia	Platthy, Maria	Nepean, ON
Nguyen, Catherine	Ottawa, ON	Plouffe, Carole	Vanier, ON
Nguyen, Duc Tinh	Ottawa, ON	Poirier, Mario	Aylmer, ON
Nguyen, Phi Long	Ottawa, ON	Polius, Theresa	Vanier, ON
Nguyen, Soutsavath	Ottawa, ON	Poon, Karen	Ottawa, ON
Nguyen, Thanh	Ottawa, ON	Pop, Augustine	Montreal, QC
Nguyen, Thi Minh	Hull, QC	Potter, Derek	Ottawa, ON
Nguyen, Tien M.	Ottawa, ON	Pouponneau, Rene	Gloucester, ON
Nickpour, Nasser	Gloucester, ON	Powell, Mark	Ramsayville, ON
Nikpourbadr, Nader	Ottawa, ON	Prassey, Daria	Ottawa, ON
Njourme, Nahia	Ottawa, ON	Prevost, Raymond	Ottawa, ON
Nolan, Gary	Nepean, ON	Primeon, Inc.	U.S.A.
Norman, Sean	Toronto, ON	Prissman, Anthony David	Johannesburg, South Africa
Nott, Jeff	Ottawa, ON	Proulx, Madeleine	Ottawa, ON
Nusbaum, Stephen	Aurora, ON	Proulx, Michel	Rockland, ON
Nwachuku, Chuck	Ottawa, ON	Prudhomme, Roger	Gloucester, ON
O'grady, Steve	Ottawa, ON	Pugliese, Marita	Nepean, ON
O'Reilly, Cheri	Ottawa, ON		

Name	City	Name	City
Puri, Saroj and Navin	Mississauga, ON	Seguin, Benoit	Hull, QC
Pushman, Robert	Ottawa, ON	Seguin, Daniel	Ottawa, ON
Queuillon, Cora	New Glasgow, QC	Seguin, Jeannine	Montreal, QC
Racine, Richard	Ottawa, ON	Seguin, Raymond	Allanburg, ON
Raciot, Rheal	Ottawa, ON	Seguin, Wayne	Ottawa, ON
Rahbaran, Parviz	Ottawa, ON	Seguin, Yvan	Navan, ON
Rak, Deborah Ann	Jarvis, ON	Senf, Matt	Ottawa, ON
Ramesses, Dimitri	Ottawa, ON	Serrurier, Gordon	Vanier, ON
Rangi, Raghbir	Ottawa, ON	Serrurier, Gordon	Vanier, ON
Raymond, Luc	Nepean, ON	Sevarani, Marimuthu	Ottawa, ON
Raza, Ashan	Gloucester, ON	Shahsavari, Mohamad	Ottawa, ON
Razvand, Tahereh Sharafi	Ottawa, ON	Shakoor, Mohamed	Scarborough, ON
Reeves, Todd	Nepean, ON	Shen, Roy	Willowdale, ON
Regimbal, Lyse	Orleans, ON	Shen, Yaping	Ottawa, ON
Reid, David	Mississauga	Shimshon, Daniel	Ottawa, ON
Renoe/Filice, Frank/Maria	Toronto, ON	Shymanski, Joanne	Orleans, ON
Ribi, Oshra	Ottawa, ON	Siecor Corporation	North Carolina, USA
Ribot, Pascal	Ottawa, ON	Silic, Arif	Carlsbad Springs, ON
Richer, Tammy	Gatineau, QC	Simard, Diane	Hull, QC
Riddell, Bill	Clarence Creek, ON	Simon, Gina	Vanier, ON
Rivet, Jean-Guy	Ottawa, ON	Singh, Dave	Orleans, ON
Robichaud, Nancy	Orleans, ON	Singh, Gurpreet Bittu	New York
Robinson, Philippe	Orleans, ON	Singh, Harprit	Ottawa, ON
Rocco, Paul	Ottawa, ON	Singh, Harprit	Ottawa, ON
Rochon, Gertrude	Ottawa, ON	Skwarok, John	Ottawa, ON
Rochon, Gertrude	Ottawa, ON	Slota, Elizabeth	Ottawa, ON
Rock, June	Ottawa, ON	Smith, Jennifer	Ottawa, ON
Rockwell, Jim	Ottawa, ON	Smith, Joanne	Ottawa, ON
Romaniuc, Alex	Ottawa, ON	Smith, Louise	Ottawa, ON
Roussel, Charles	ON	Smith, Morgan	Ottawa, ON
Roussel, Jacques	Bourget	Smith, Morris	Gloucester, ON
Rowe, Craig	Ottawa, ON	Smith, Sue	Ottawa, ON
Rowland, Christine	Toronto, ON	Smith, Tim	Ottawa, ON
Rucandani, Alan	Ottawa, ON	Smith, William	St. Catharines, ON
Rudd, Nicholas	Ottawa, ON	Soleimani-Ra, Jafar	Ottawa, ON
Rugema, Michel	Ottawa, ON	Solomon, Resa	Ottawa, ON
Russell, Cory	Ottawa, ON	Somerville, Barbara	Toronto, ON
Russell, Stuart	Orleans, ON	Soulard, Edward Joseph (Ted)	Nepean, ON
Sabouie, Roya	Ottawa, ON	Southall, Sherri	Ottawa, ON
Sagar, Cawsipesi	Vanier, ON	Southby, James	Warkworth, ON
Said, Jibril	Ottawa, ON	Southwell, Raymond	Almonte, ON
Saintil, Franklin	Vanier, ON	Spenard, Frank	Vanier, ON
Salamat, Faghieh	Ottawa, ON	Spitzig, Paul & Tammy	Cargill, ON
Salmon, Eileen	Stittsville, ON	St. Jean, Peter	Ottawa, ON
Salter, Evan	Ottawa, ON	St. Laurent, Jean Pierre	Ottawa, ON
Sankey, Anita	Ottawa, ON	St. Pierre, Denis	Kanata
Sarr, Samuel	Hull, QC	Standefor, Roxanne	Ottawa, ON
Sasnett, Pearl	Ottawa, ON	Starr, Andrea	Georgetown, ON
Sauve, Debbie	Ottawa, ON	Statham, Richard	Nepean, ON
Sauve, Marie	Ottawa, ON	Ste Gelais, Lucille	Ottawa, ON
Savage, Suzanne	Ottawa, ON	Steele, Barbara	Vanier, ON
Savereux, Ray	Ottawa, ON	Steele, Judy	Ottawa, ON
Savita, Rai	Toronto, ON	Stefanou, Micheal	Ottawa, ON
Savoie, Jacques	Ottawa, ON	Stekel, Vanessa	Ottawa, ON
Scarlett, Gayein	Ottawa, ON	Stenger, Alfred	Ottawa, ON
Schoneville, John	Ottawa, ON	Stephens, Mary Jane	Ottawa, ON
Schweig, Fredrick	Ottawa, ON	Stevens, Tammy	Vanier, ON
Schwartz, Sheri	Nepean, ON	Stewart, John	Ottawa, ON
Scott, Christopher	Ottawa, ON	Stone, Jennifer	Vanier, ON
Segue, Hailu B.	Vanier, ON	Stubbs, Leonard & Vivienne	Niagara Falls, ON



Name	City	Name	City
Sumi, Stephen & Heather	Toronto, ON	Walters, Pamma	Hudson
Summitt, Deborah	New Boston, Michigan	Wang, Lu	Ottawa, ON
Surette, Mylene	Ottawa, ON	Wardak, Spogmai	Gloucester, ON
Surty, Ike	Maple, ON	Warner, Gary	Ottawa, ON
Sussman, Colin	Australia	Waserman, Ronnie	Cote Saint-Luc, QC
Suzer, Mary Beth	McGregor, ON	Watson, Don	Gloucester, ON
Sylvestre, Sylvie	Ottawa, ON	Watson, Sean	Ottawa, ON
Tabatahaei, Hossein Bahrololom	Ottawa, ON	Watson, Susan	Kingston, ON
Tabet, Fayek	Ottawa, ON	Webster, Charlene	Gloucester, ON
Taboureas, George	Ottawa, ON	Wegner, Annette	Ottawa, ON
Taitt, Andrew	Nepean, ON	Weise, Caroline	Ottawa, ON
Talbot, Denise	Ottawa, ON	Weldon, Anne	Ottawa, ON
Taraday, Florence	Willowdale, ON	Welsh, Dean	Ottawa, ON
Tarafder, Abu	Toronto, ON	Westwell, Glen	Nepean, ON
Tasse, Edgar	Ottawa, ON	White, Daniel	Ottawa, ON
Taves, Jennifer	Ottawa, ON	Whiteley, Mary	Ottawa, ON
Taylor, Bruce	Nepean, ON	Whittington, Jon Jin	Ottawa, ON
Taylor, Micheal	Ottawa, ON	Wicki, Corinne	Ottawa, ON
Teahen, Kathleen	Ottawa, ON	Widgington, Keith	Greenfield Pk, ON
Thavalangam, Amirthalingam	Ottawa, ON	Wiebe, Cynthia Lorraine	Windsor, ON
Thaxter, Debbie	Ottawa, ON	Wilcox, Douglas Arthur & Michael	Toronto, ON
Thelot, Ronald	Gloucester, ON	Williams, Patricia	Orleans, ON
Thibault, Isabelle	Ottawa, ON	Williams, Terri	Ottawa, ON
Thibert, Andre	Edmonton, Alberta	Wilson, Brian	Orleans, ON
Tingley, Cindy	Gatineau, QC	Wilson, Nyjill	Nepean, ON
Titus, Ermite	Ottawa, ON	Wine, Jessica	Ottawa, ON
Tomasek, Keith	Ottawa, ON	Winges, Steven	Gloucester, ON
Tomijanovic, Dennis	Ottawa, ON	Wingrove, Ross	Ottawa, ON
Touzin, Robin	Ottawa, ON	Wityshyn, Olga	Ottawa, ON
Tran, Anh Tuan	Ottawa, ON	Wong, Kim	Ottawa, ON
Tran, Vi	Ottawa, ON	Woodsworth, Nancy	Ottawa, ON
Trang, Angela	Ottawa, ON	Woolcox, Carroll	Ottawa, ON
Tremblay, Dan	Ottawa, ON	Worseley, Shirley	Ottawa, ON
Trinh, Nga	Ottawa, ON	Wright, Kevin	Ottawa, ON
Trudeau, Martin	Nepean, ON	Wu, Grace	Ottawa, ON
Tsanga, Serge	Ottawa, ON	Yau, William	Ottawa, ON
Tsang-Lee-Chi-Kwong, Tsui	Toronto, ON	Yeo, Kay	Gloucester, ON
Tulloch, Paul & Daren	Vanier, ON	Yeromenko, Olena	Toronto, ON
Turnbull, Mike	Ottawa, ON	Yeromenko, Olexander	Toronto, ON
Turpin, Mendoza	Ottawa, ON	Yeung, Yee Chun	Ottawa, ON
Tuyet, Pham Thi	Hull, QC	Yorke, Susan & Jay	Thornhill, ON
Tyo, Cheryl	Ottawa, ON	Young, Craig	Ottawa, ON
Unknown ( Jan Nelken)	North York, ON	Young, Robert	Ottawa, ON
Unterhauser, Robert	United Kingdom	Young/Vry, Donald/Deborah	Georgetown, ON
USA Skate Company (California Corp. Inc.)	U.S.A.	Zador, Helen	Mississauga
Vachon, Ann	Ottawa, ON	Zaibel, Wanda	Waterford, ON
Vallejos-P, Ana	Ottawa, ON	Zaine, Nancy	Ottawa, ON
Vanderheyden, Monique	Ottawa, ON	Zareian-Jahrami, Behnam	Ottawa, ON
Vanlaeken, Denis	Ottawa, ON	Zhao, Jie	Beijing, China
Vautour, John	Ottawa, ON	Zhou, Jian-Qiang	Ottawa, ON
Veatch, Daniel	Ottawa, ON	Zilberbogen, Elsa	Ottawa, ON
Venhola, Randall	Ottawa, ON	Zimmer, Jane	Ottawa, ON
Verdon, John	Ottawa, ON	Zubas, Loreta	Toronto, ON
Villeneuve, Roch	Quebec City, QC	Zylstra, Dirk	Ottawa, ON
Vitello, Mike	Gloucester, ON		
Vogelsberg, Nadean	Ottawa, ON	(138-P557)	
Vollmer, Sibel	Morinville, Alberta		
Von Dehn, Joachim	Puslinch, ON		
Wallace, Cedia	Hull, QC		
Walsh, Robert	Ottawa, ON		

## Sheriff's Sales of Lands Ventes de terrains par le shérif

UNDER AND BY VIRTUE of a Writ of Seizure and Sale issued out of the Ontario Superior Court of Justice (Small Claims) at Burlington, Ontario, dated July 22, 2004, Court File Number 357/04, to me directed, against the real and personal property of, JACQUALINE DARLENE EAGER also known as JACQUALINE D. EAGER, Defendant, at the suit of CITIBANK CANADA, Plaintiff, I HAVE SEIZED AND TAKEN into execution all the right, title, interest and equity of redemption of JACQUALINE DARLENE EAGER also known as JACQUALINE D. EAGER, Defendant in and to:

PCL 28-1, sec M147 ; LT 28, PL M147 : Burlington.

The subject property is municipality known as 464 Sparling Crescent, Burlington, Ontario.

ALL OF WHICH said right, title, interest and equity of redemption of JACQUALINE DARLENE EAGER also known as JACQUALINE D. EAGER, Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, The Court House, 491 Steeles Ave. E., in the Town of Milton, Ontario, L9T 1Y7, on TUESDAY JULY 5, 2005 at 11:00 A.M.

### CONDITIONS:

The purchaser, to assume responsibility for all mortgages, charges, liens, outstanding taxes, and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

**TERMS:** Deposit 10% of bid price or \$1,000.00, whichever is greater

- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable

Ten business days from date of sale to arrange financing and pay balance in full at The Milton Court House, 491 Steeles Ave E., Milton, Ontario

All payments in cash or by certified cheque made payable to the Minister of Finance

Deed Poll provided by Sheriff only upon satisfactory payment in full of Purchase price  
Other conditions as announced

THIS SALE IS SUBJECT TO CANCELLATION BY THE SHERIFF WITHOUT FURTHER NOTICE UP TO THE TIME OF SALE.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a Sheriff under legal process, either directly or indirectly.

DATED: May 20, 2005

(138-P558)

ALISON HEDDEN  
Supervisor Client Services  
Regional Municipality of Halton  
(905) 878-7285

redemption of GEORGE OLA also known as GEORGE OLAH, Defendant in and to:

PT LTS 26 & 27, CON 7 ESQ, PART 2, 20R2358; S/T EW14676 HALTON HILLS

The subject property is municipality known as, 12974 Highway No. 7, R.R.#1, Georgetown, Ontario.

ALL OF WHICH said undivided half share of interest and all other right, title, interest and equity, of redemption of GEORGE OLA, also known as GEORGE OLAH, Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, The Court House, 491 Steeles Avenue East, in the Town of Milton, Ontario, L9T 1Y7, on TUESDAY JULY 5, 2005 at 12:00 P.M.

### CONDITIONS:

The purchaser, to assume responsibility for all mortgages, charges, liens, outstanding taxes, and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

**TERMS:** Deposit 10% of bid price or \$1,000.00, whichever is greater

- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable

Ten business days from date of sale to arrange financing and pay balance in full at The Milton Court House, 491 Steeles Ave E., Milton, Ontario

All payments in cash or by certified cheque made payable to the Minister of Finance

Deed Poll provided by Sheriff only upon satisfactory payment in full of Purchase price

Other conditions as announced

THIS SALE IS SUBJECT TO CANCELLATION BY THE SHERIFF WITHOUT FURTHER NOTICE UP TO THE TIME OF SALE.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a Sheriff under legal process, either directly or indirectly.

DATED: May 20, 2005

(138-P559)

ALISON HEDDEN  
Supervisor Client Services  
Regional Municipality of Halton  
(905) 878-7285

## Sale of Lands for Tax Arrears By Public Tender

*Municipal Act, 2001*

SALE OF LAND BY PUBLIC TENDER

### THE CORPORATION OF THE TOWNSHIP OF FAUQUIER-STRICKLAND

TAKE NOTICE that tenders are invited for the purchase of the land(s) described below and we will be received until 3:00 p.m. local time on Monday, June 27, 2005 at the Fauquier Municipal Office, P.O. Box 40, 25 Grzela Rd, Fauquier, Ontario, P0L 1G0. The tenders will then be opened in public on the same day at 8:00 p.m. local time at the Fauquier Community Centre, 25 Grzela Rd, Fauquier, Ontario.

**Description of Land(s) :**

1. Parcel 5356 Centre Cochrane  
 Lot 2 on Plan M-230 Cochrane  
 Township of Haggart  
 Fauquier-Strickland  
 District of Cochrane  
**900, Hwy # 11**  
 0.68 acres  
 Roll No. 56 52 000 007 102 00 0000  
**Minimum Tender Amount: \$1487.79**

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality (or board) and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

The land(s) does (do) not include the mobile homes situate on the land(s).

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax.

The municipality has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact :

(138-P560) LOUISETTE MORIN  
 Deputy Clerk Treasurer  
 THE CORPORATION OF THE TOWNSHIP  
 OF FAUQUIER-STRICKLAND  
 P.O. Box 40, 25,  
 Grzela Rd., Fauquier,  
 Ontario P0L 1G0

*Municipal Act, 2001*

SALE OF LAND BY PUBLIC TENDER

**THE CORPORATION OF THE TOWN OF THESSALON**

TAKE NOTICE that tenders are invited for the purchase of the land(s) described below and will be received until 3:00 p.m. local time on 23 June 2005, at the Municipal Office, P.O. Box 220, 169 Main Street, Thessalon, Ontario P0R 1L0.

The tenders will then be opened in public on the same day at the Municipal Office, 169 Main Street, Thessalon.

**Description of Land(s)**

Roll No. 57 28 000 003 27600 0000 68 Peachy Street, Thessalon, Lot 86 Registered Plan 871, Boyle Sub-Division, Town of Thessalon, District of Algoma (No 1). File No. 04-02  
**Minimum Tender Amount: \$4,737.38**

Roll No. 57 28 000 003 28000 0000 347 Case Street, Thessalon, Part Lot 83 Registered Plan 871 designated as Part 1 on Reference Plan 1R-3493, Town of Thessalon, District of Algoma (No 1). File No. 04-03  
**Minimum Tender Amount: \$5,569.33**

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes, relevant land transfer tax and GST if applicable.

The municipality has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact:

(138-P561) ROBERT P. MACLEAN  
 Clerk-Treasurer  
 The Corporation of the Town of Thessalon  
 P.O. Box 220  
 169 Main Street  
 Thessalon, Ontario P0R 1L0  
 (705) 842-2217

*Municipal Act, 2001*

SALE OF LAND BY PUBLIC TENDER

**THE CITY OF TORONTO**

TAKE NOTICE that tenders are invited for the purchase of the lands described below and will be received until 3:00 p.m. local time on Thursday June 9<sup>th</sup>, 2005 at the tender box in the **City Clerk's Office, Ground Floor, North York Civic Centre, 5100 Yonge Street, Toronto, Ontario, M2N 5V7.**

Tenders will be opened in public on the same day at 3:30 p.m. in North York Civic Centre, Council Chambers.

**Description of Lands**

Assessed Address: **2370 Midland Ave., Unit A15**  
 Assessment Roll #: **1901 112 010 01113 0000**  
 PIN: 11917-0013 (LT)

Unit 13, Level 1, Metropolitan Toronto Condominium Plan No. 917, together with its appurtenant common interest, City of Toronto (formerly City of Scarborough).

Land Titles Division of the Toronto Registry Office No. 66.

Commercial property.

**Minimum Tender Amount: \$76,455.50**

Assessed Address: **80 Nashdene Rd, Unit A202**  
 Assessment Roll #: **1901 124 351 00521 0000**  
 PIN: 11844-0116 (LT)

Unit 2, Level 2, Metropolitan Toronto Condominium Plan No. 844, together with its appurtenant common interest, City of Toronto (formerly City of Scarborough),

Land Titles Division of the Toronto Registry Office No. 66. Commercial Property.

**Minimum Tender Amount: \$37,226.34**

Assessed Address: **850 Tapscott Road, Unit 8**  
 Assessment Roll #: **1901 126 185 00117 0000**  
 PIN: 11969-0008 (LT)

Unit 8, Level 1, Metropolitan Toronto Condominium Corporation No. 969, together with its appurtenant common interest, City of Toronto (formerly City of Scarborough).  
Land Titles Division of the Toronto Registry Office No. 66.  
Commercial property.

**Minimum Tender Amount: \$66,902.46**

Assessed address: **1269 Dufferin Street**  
Assessed Roll #: 1904-031-480-01900-0000  
PIN: 21290-0057(LT)  
Part of Lot 13, Block P, Plan 622, North West Annex as in Instrument No. CT209781 except WD32159, City of Toronto.  
Land Titles Division of the Toronto Registry Office No. 66.  
Residential property.

**Minimum Tender Amount: \$26,318.69**

Assessed Address: **1 Rowtree Road, Unit 115**  
Assessment Roll #: **1919 043 212 26400 0000**  
FIRSTLY: POLARIS PIN: 12061 – 0003 (LT)  
Unit 3, Level 1, Metropolitan Toronto Condominium Plan No. 1061, together with its appurtenant common interest, City of Toronto (formerly City of Etobicoke).  
SECONDLY: POLARIS PIN: 12061 – 0404 (LT)  
Unit 22, Level B, Metropolitan Toronto Condominium Plan No. 1061, together with its appurtenant common interest, City of Toronto (formerly City of Etobicoke).  
Land Titles Division of the Toronto Registry Office No. 66.  
Residential condo.  
Subject to Crown lien (registered as Instrument No. AT42738).

**Minimum Tender Amount: \$20,693.36**

Assessed Address: **24 Wellesley Street**  
Assessment Roll #: **1904 068 310 00614 0000**  
PIN: 11972-0393 (LT)  
**Unit 44, Level A, Metropolitan Toronto Condominium Plan Number 972**

PIN: 11972-0535 (LT)  
Unit 74, Level B, Metropolitan Toronto Condominium Plan Number 972  
PIN: 11972-0634 (LT)  
Unit 173, Level B, Metropolitan Toronto Condominium Plan Number 972  
PIN: 11972-0635 (LT)  
Unit 174, Level B, Metropolitan Toronto Condominium Plan Number 972  
PIN: 11972-0637 (LT)  
Unit 176, Level B, Metropolitan Toronto Condominium Plan Number 972  
PIN: 11972-0713 (LT)  
Unit 76, Level C, Metropolitan Toronto Condominium Plan Number 972  
PIN: 11972-0807 (LT)  
Unit 170, Level C, Metropolitan Toronto Condominium Plan Number 972  
PIN: 11972-0808 (LT)  
Unit 171, Level C, Metropolitan Toronto Condominium Plan Number 972  
PIN: 11972-0810 (LT)  
Unit 173, Level C, Metropolitan Toronto Condominium Plan Number 972  
All together with their appurtenant common interests.  
All in the City of Toronto,  
Land Titles Division of the Toronto Registry Office No. 66.  
Units above-described are underground parking spaces. Article III (1)(b)(i) of the Condominium Declaration (registered as Instrument No. D267619) provides that the parking units may only be sold to the Condominium Corporation or the owner of any dwelling unit in the Condominium.

**Minimum Tender Amount: \$35,526.33**

Assessed Address: **73 Glen Davis Cres., Rear**  
Assessment Roll #: **1904 095 030 15350 0000**  
PIN: 21015-0287 (LT)  
Part Lot 4, Concession 1 from the Bay, Township of York designated as Part 1 on Plan 63R-3101, City of Toronto.  
Land Titles Division of the Toronto Registry Office No. 66.  
Vacant landlocked forested area of approximately 0.42 Acres.

**Minimum Tender Amount: \$22,136.99**

Assessed Address: **69 Rockcliffe Boulevard**  
Assessment Roll #: **1914 072 200 00500 0000**  
PIN: 10513 - 0489 (LT)  
Lot 25, Plan 1577, Township of York, City of Toronto (formerly York).  
Land Titles Division of the Toronto Registry Office No. 66.  
Residential property.

**Minimum Tender Amount: \$15,553.38**

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

The City of Toronto makes no representation regarding the title to or any other matters relating to the land to be sold. Sole responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes, relevant land transfer tax and GST if applicable.

For further information regarding this sale and a copy of the prescribed form of tender contact:

NICK NADDEO, Manager,  
Revenue Accounting and Collections,  
Finance, Revenue Services,  
City of Toronto,  
5100 Yonge Street,  
Toronto, Ontario,  
M2N 5V7  
(138-P562) (416) 395-0014

*Municipal Act, 2001*

SALE OF LAND BY PUBLIC TENDER

**THE CORPORATION OF THE CITY OF QUINTE WEST**

TAKE NOTICE that tenders are invited for the purchase of the land(s) described below and will be received until 3:00 p.m. local time on June 27, 2005, at 7 Creswell Drive, P.O. Box 490, Trenton, Ontario, K8V 5R6.

The tenders will then be opened in public on the same day at 3:05 p.m. at 7 Creswell Drive, Trenton, Ontario, K8V 5R6.

**Description of Land(s)**

Roll No. 12-04-020-035-18200, FIRSTLY: Part Lot 16, Plan 107, formerly City of Trenton, now City of Quinte West, County of Hastings, being Part 1, Plan 21R-5591; SECONDLY: Part Lot 27, northwesterly side of Hawley Street, Plan 107, formerly in the City of Trenton, now City of Quinte West, County of Hastings, being Parts 1 and 2, Plan 21R-6625 Municipal Address: 47 Dundas Street, East, Trenton, Ontario  
**Minimum Tender Amount: \$229,009.32**

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the

municipality (or board) and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax.

The municipality has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender, contact:

JANET POWERS, AMCT  
Purchasing Coordinator  
The Corporation of the City of Quinte West  
7 Creswell Drive, P.O. Box 490  
Trenton, Ontario  
K8V 5R6  
Telephone No. (613) 392-2841  
Fax No. (613) 392-8321

(138-P563)

*Municipal Act, 2001*

#### SALE OF LAND BY PUBLIC TENDER

#### THE CITY OF GREATER SUDBURY

Tenders for the purchase of land(s) as described below may be obtained from the City of Greater Sudbury, Supplies & Services Department, 1st Floor, Tom Davies Square, 200 Brady Street, Sudbury or through the City's website at [www.greatersudbury.ca](http://www.greatersudbury.ca) Keyword Search: Tenders, #2 Tenders & Results. Be sure to register to receive addendums. If you do not register, you will not be notified of properties that have been cancelled and/or removed from the Tax Sale List.

TAKE NOTICE that tenders for the purchase of the land(s) as described below will be received NO LATER THAN 3:00 p.m. (Our time), on Wednesday, June 29th, 2005 at the Supplies & Services Department, 1st Floor, Tom Davies Square, 200 Brady Street, Sudbury, ON. The tenders will then be opened in public on the same day at 3:30 p.m., in Room C-11 at Tom Davies Square.

Questions regarding any aspect of this Public Tender Tax Sale must be received in writing via email to [leigh.lesar@greatersudbury.ca](mailto:leigh.lesar@greatersudbury.ca) or in writing by fax to (705) 671-0871.

#### Description of Lands:

**File #03-24 (Roll #010.007.03800)**  
943 Howey Drive  
McKim Twp, Con 3 Lot 3 Plan M131  
Pt Lot 117 Pt Lot 118 Pcl 12492 IR  
10160.00SF 40.10FR  
**Minimum Tender Amount: \$12,877.84**

**File #03-40 (Roll #020.015.06600)**  
2426 Lasalle Blvd  
Neelon Twp, Con 6 Lot 9 Plan M255  
Lot 67 Pt Pcl 22540  
6020.00SF 50.80FR 118.32D Other  
**Minimum Tender Amount: \$14,615.83**

**File #03-54 (Roll #040.011.01400)**  
414 Elm Street  
McKim Twp, Con 4 Lot 7 Plan M25  
E Pt Lot 7 Pcl 7322  
2500.00SF 25.00FR 100.00D Other  
PIN 02134-0321  
**Minimum Tender Amount: \$11,783.98**

**File #03-55 (Roll #040.018.06001)**  
0 Patterson Street  
McKim Twp, Con 4 Lot 6, Pt Lot 66 & 67  
Plan 1S 53R13133 Part 2  
10019.00SF 100.00FR  
PIN 02135-0057  
**Minimum Tender Amount: \$18,019.27**

**File #03-57 (Roll #040.019.01700)**  
292 Frood Rd  
McKim Twp, Con 4 Lot 6 Plan 1S  
Pt Lot 18  
4543.00SF 40.00FR Other  
PIN 02135-0022  
**Minimum Tender Amount: \$13,649.52**

**File #03-60 (Roll #040.025.04800)**  
475 Bessie Avenue  
McKim Twp, Con 4 Lot 6 Plan M100  
Lot 201 Pcl 5169  
3960.00SF 33.00FR 120.00D  
PIN 02128-0257  
**Minimum Tender Amount: \$11,358.32**

**File #03-63 (Roll #040.027.02300)**  
0 Eva Avenue  
McKim Twp, Con 4 Lot 6 Pcl 2046  
Plan M100 Lot 548  
3727.00SF 33.00FR 112.95D  
PIN 02129-0286  
**Minimum Tender Amount: \$7,089.36**

**File #03-64 (Roll #040.027.02400)**  
463 Eva Avenue  
McKim Twp, Con 4 Lot 6 Pcl 2403  
Plan M100 Lot 549  
3731.00 SF 33.00FR 113.08D  
PIN 02129-0287  
**Minimum Tender Amount: \$13,541.29**

**File #03-66 (Roll #050.008.06000)**  
435 Lorne Street  
McKim Twp, Con 3 Lot 7 Plan 4S  
Pt Lot 408 Inst 99177  
1682.00SF 39.30FR 42.80D  
Other  
**Minimum Tender Amount: \$27,422.69**

**File #03-85 (Roll #070.016.05100)**  
359 Tedman Avenue  
McKim Twp, Con 4 Lot 6 Pcl 18964  
Plan M53 Lot 68  
3960.00SF 33.00FR 120.00D  
PIN 02133-0196  
**Minimum Tender Amount: \$5,775.82**

**File #03-97 (Roll #090.009.12600)**  
1110 Goodview Road  
Broder Twp, Con 5 Lot 2 Plan M555  
Lot 9 Pcl 35581 PT IR  
24569.00SF 75.21 FR  
**Minimum Tender Amount: \$82,876.49**

**File #03-98 (Roll #090.009.12700)**

0 Goodview Road  
 Broder Twp, Con 5 Lot 2 Plan M555  
 Lot 8 Pcl 35581 PT IR  
 26962.00SF 75.30FR

**Minimum Tender Amount: \$11,619.00**

**File #03-106 (Roll #100.006.50009)**

866 John Street  
 Waters Twp, Con 6 Lot 8 Pcl 10127  
 10890.00SF 55.00FR

**Minimum Tender Amount: \$7,320.59**

**File #03-108 (Roll #110.002.01501)**

50 Gibson Road  
 Waters Twp, Con 5 Lot 1 Pcl 27567  
 RP 53R9508 Part 2  
 62290.00SF 300.00FR

**Minimum Tender Amount: \$12,253.34**

**File #03-112 (Roll #120.002.13300)**

0 Highway 17 W  
 Denison Twp, Con 1 Lot 6 REM Pcl 22188  
 M425 Lot 15 Except RP 53R16392 Part 1 Other  
 22265.00SF 127.17FR

**Minimum Tender Amount: \$4,423.86**

**File #03-115 (Roll #120.008.10200)**

Lorne Twp, Con 4 Lot 7 Pcl 13246  
 43560.00SF

**Minimum Tender Amount: \$4,597.11**

**File #03-124 (Roll #140.002.02200)**

Morgan Twp, Con 1 Lot 11 Pcl 5165  
 149.50AC

**Minimum Tender Amount: \$5,356.13**

**File #03-128 (Roll #150.002.13600)**

44 Mountain Avenue  
 Levack Twp, Con 1 Lot 8 Plan M1009  
 Lot 35 Pcl 24399  
 4800.00SF 40.00FR 120.00D

**Minimum Tender Amount: \$6,879.67**

**File #03-130 (Roll #150.003.12500)**

37 Nickel Street  
 Levack Twp, Con 1 Lot 8 Plan M1010  
 Lot 125 Pcl 24369  
 14000.00SF 200.00FR 70.00D

**Minimum Tender Amount: \$36,442.14**

**File #03-131 (Roll #150.003.23400)**

0 Levack Drive  
 Levack Twp, Con 1 Lot 8 Plan M1011  
 Lot 82 Pcl 26851 IR  
 28041.00SF 151.82FR

**Minimum Tender Amount: \$4,281.49**

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes, the relevant land transfer tax and any applicable goods and services tax.

The municipality has no obligation to provide vacant possession to the successful purchaser.

TONY DERRO  
 Chief Tax Collector  
 DARRYL MATHÉ  
 Manager of Supplies and Services/Purchasing Agent  
 CITY OF GREATER SUDBURY  
 P.O. Box 5000 Stn A  
 200 Brady Street  
 Sudbury ON P3A 5P3

(138-P564)

Tenders must be submitted using the address label sheet provided, in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representations regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers. Potential Purchasers must obtain all information regarding these properties on their own. Frequently Asked Questions and Maps of all properties are also posted on the City's website at [www.greatersudbury.ca](http://www.greatersudbury.ca)

# Publications under the Regulations Act Publications en vertu de la Loi sur les règlements

2005—06—04

## ONTARIO REGULATION 207/05

made under the

### ARTHUR WISHART ACT (FRANCHISE DISCLOSURE), 2000

Made: May 12, 2005

Filed: May 16, 2005

Amending O. Reg. 9/01

(Exemption of Franchisors under Subsection 13 (1) of the Act)

Note: Ontario Regulation 9/01 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. Section 1 of Ontario Regulation 9/01 is amended by adding the following item:**

Applebee's International Inc.

Made by:

JIM WATSON  
*Minister of Consumer and Business Services*

Date made: May 12, 2005.

23/05

## ONTARIO REGULATION 208/05

made under the

### PLANNING ACT

Made: May 13, 2005

Filed: May 16, 2005

Amending O. Reg. 154/03

(Zoning Area — Regional Municipality of Durham, Part of the City of Pickering)

Note: Ontario Regulation 154/03 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. Ontario Regulation 154/03 is amended by adding the following section:**

**Lot 46, Plan 538**

15. (1) Despite sections 11 and 12, the single dwelling or accessory building or structure located on the lands described in subsection (2) may be extended or enlarged if the following requirements are met:

Lot frontage	Minimum 18 metres
Lot area	Minimum 550 square metres
Front yard	Minimum 7.5 metres
Rear yard	Minimum 7.5 metres
East side yard	Minimum 3 metres
West side yard	Minimum 1.8 metres
Floor area	Minimum 110 square metres
Lot coverage	Maximum 33 per cent

(2) Subsection (1) applies to that parcel of land in the City of Pickering in The Regional Municipality of Durham, being Lot 46, Plan 538, further described as Property Identifier Number 26370-0080 (LT).

Made by:

BEV HENDRY  
*Regional Director*  
 Municipal Services Office — Central Ontario  
 Ministry of Municipal Affairs and Housing

Date made: May 13, 2005.

23/05

## ONTARIO REGULATION 209/05

made under the

### PLANNING ACT

Made: May 13, 2005  
 Filed: May 16, 2005

Amending O. Reg. 102/72

(Restricted Areas — County of Ontario (now The Regional Municipality of Durham), Township of Pickering (now the City of Pickering))

Note: Ontario Regulation 102/72 has previously been amended. See the [Table of Regulations – Legislative History Overview](#) and the [Table of Unconsolidated and Unrevoked Regulations](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

#### 1. Ontario Regulation 102/72 is amended by adding the following section:

112. (1) Despite section 4, one single dwelling together with accessory buildings and structures may be erected, located and used on the land described in subsection (4) if the following requirements are met:

Minimum Lot Frontage	150 metres
Minimum Lot Area	0.8 hectares
Minimum Front Yard	12 metres
Minimum Rear Yard	12 metres
Minimum Side Yard	3 metres
Minimum Floor Area	139 square metres
Maximum Lot Coverage	10 per cent



- (2) Despite paragraph 1 of section 6a, accessory buildings may be permitted in the front or side yard.
- (3) Despite paragraph 4 of section 6a, accessory buildings may exceed a height of 12 feet.
- (4) Subsections (1) to (3) apply to that parcel of land situated in the City of Pickering in The Regional Municipality of Durham, being composed of part of Lot 3 in Concession 7, further identified by Property Identification Number 26395-0048 (LT).

Made by:

BEV HENDRY  
*Regional Director*  
*Municipal Services Office — Central Ontario*  
*Ministry of Municipal Affairs and Housing*

Date made: May 13, 2005.

23/05

## ONTARIO REGULATION 210/05

made under the

### MUNICIPAL ACT, 2001

Made: May 13, 2005

Filed: May 17, 2005

Amending O. Reg. 325/01

(Tax Matters — Eligible Property Under Section 364 of the Act)

Note: Ontario Regulation 325/01 has previously been amended. Those amendments are listed in the [Table of Regulations — Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

#### **1. Section 1 of Ontario Regulation 325/01 is amended by adding the following subsection:**

(6) Despite subsections (1) and (2), a building or structure or portion of a building is not prescribed to be an eligible property under section 364 of the Act if it is in the resort condominium property class.

Made by:

GREGORY SORBARA  
*Minister of Finance*

Date made: May 13, 2005.

23/05

**ONTARIO REGULATION 211/05**

made under the

**ASSESSMENT ACT**

Made: May 13, 2005

Filed: May 17, 2005

Amending O. Reg. 282/98  
(General)

Note: Ontario Regulation 282/98 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. Ontario Regulation 282/98 is amended by adding the following section:**

## RESORT CONDOMINIUM PROPERTY CLASS

**14.2** (1) The resort condominium property class applies within a municipality, the council of which is required to pass a by-law establishing tax ratios under section 308 of the *Municipal Act, 2001*, only if the council has passed a by-law opting to have the resort condominium property class apply within the municipality.

(2) The resort condominium property class shall include land in respect of which all of the following criteria are satisfied:

1. The land is a unit or proposed unit in a condominium.
2. The unit is self-contained and furnished and is operated or managed in a manner to provide transient living accommodation for a fee or charge for minimum periods of less than 30 days.
3. The unit is located in a local municipality with a population of 10,000 or less, as reported by Statistics Canada in the most recent official census.
4. The unit is located within the boundaries of a resort which is operated year-round and which contains, or is adjacent to, a downhill ski complex and an 18-hole golf course.
5. A special Act requires the owner of the unit to be a member of a non-profit corporation without share capital that is established or continued by the special Act. One of the corporation's objects is the maintenance and management of the resort land for which, pursuant to the special Act and the corporation's by-laws, the corporation has responsibility. Under the special Act, the corporation has the power to pass by-laws controlling the use of that resort land.

(3) The council of a municipality that passed a by-law opting to have the resort condominium property class apply may pass a by-law opting to have the class cease to apply; however, the by-law does not apply with respect to a taxation year unless the by-law is passed on or before the last day for passing a by-law opting to have the property class apply for that taxation year.

(4) This section applies with respect to the 2005 and subsequent taxation years.

(5) In this section,

“proposed unit” has the same meaning as in the *Condominium Act, 1998*;

“unit” has the same meaning as in the *Condominium Act, 1998*.

**2. Subclause (b) (ii) of the definition of “hotel” in subsection 17 (2) of the Regulation is amended by striking out “for a minimum period of” and substituting “for minimum periods of”.**

Made by:

GREGORY SORBARA  
*Minister of Finance*

Date made: May 13, 2005.

23/05

**ONTARIO REGULATION 212/05**

made under the

**MUNICIPAL ACT, 2001**

Made: May 13, 2005

Filed: May 17, 2005

Amending O. Reg. 386/98

(Tax Matters — Allowable Ranges for Tax Ratios)

Note: Ontario Regulation 386/98 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. The Table to Ontario Regulation 386/98 is amended by adding the following:**

Resort condominium property class	1.0 to 1.001
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Made by:

GREGORY SORBARA  
*Minister of Finance*

Date made: May 13, 2005.

23/05

**ONTARIO REGULATION 213/05**

made under the

**EDUCATION ACT**

Made: May 13, 2005

Filed: May 17, 2005

Amending O. Reg. 400/98

(Tax Matters — Tax Rates for School Purposes)

Note: Ontario Regulation 400/98 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. (1) Paragraph 1 of subsection 9 (8) of Ontario Regulation 400/98 is amended by inserting “other than the condominium resort property class” after “For the commercial classes”.**

**(2) Subsection 9 (8) of the Regulation is amended by adding the following paragraph:**

1.1 For the condominium resort property class, the annual tax rate is the tax rate set out in subsection 1 (1) for residential property.

**(3) Section 9 of the Regulation is amended by adding the following subsection:**

(9.1) For the purposes of subsection (9), the resort condominium property class shall be deemed not to be included in the commercial classes.

Made by:

GREGORY SORBARA  
*Minister of Finance*

Date made: May 13, 2005.

23/05

## ONTARIO REGULATION 214/05

made under the

### MUNICIPAL ACT, 2001

Made: May 13, 2005  
Filed: May 17, 2005

Amending O. Reg. 73/03  
(Tax Matters — Special Tax Rates and Limits, 2003 and Later Years)

Note: Ontario Regulation 73/03 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

#### 1. Part II.1 of Ontario Regulation 73/03 is amended by adding the following section:

**Resort condominium property class**

**8.0.1** Property in the resort condominium property class is exempt from the application of Part IX of the Act.

Made by:

GREGORY SORBARA  
*Minister of Finance*

Date made: May 13, 2005.

23/05

## ONTARIO REGULATION 215/05

made under the

### SECURITIES ACT

Made: January 25, 2005  
Approved: May 2, 2005  
Filed: May 18, 2005

Amending Reg. 1015 of R.R.O. 1990  
(General)

Note: Regulation 1015 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

#### 1. (1) Subsection 2 (2) of Regulation 1015 of the Revised Regulations of Ontario, 1990 is revoked.

(2) Subsections 2 (5), (6) and (7) of the Regulation are revoked.

2. (1) Subsection 3 (1) of the Regulation is revoked.

(2) Subsection 3 (1.1) of the Regulation is amended by striking out “that is not an investment fund” in the portion before clause (a).

3. Clause 4 (a) of the Regulation is amended by adding “or” at the end of subclause (i) and by revoking subclauses (ii) and (iii) and substituting the following:

(ii) Item 7 of Form 51-102F3 of National Instrument 51-102 *Continuous Disclosure Obligations*; or

4. Section 6 of the Regulation is revoked.

5. Sections 83 to 94 of the Regulation are revoked.

6. Part IX of the Regulation is revoked.

7. (1) Paragraph 8 of subsection 240 (2) of the Regulation is revoked and the following substituted:

8. The sale or redemption of securities of mutual funds.

(2) Paragraph 9 of subsection 240 (2) of the Regulation is revoked.

8. Form 27 of the Regulation is revoked.

9. Form 30 of the Regulation is revoked.

10. This Regulation comes into force on the day that the rule made by the Ontario Securities Commission on January 25, 2005 entitled “National Instrument 81-106 *Investment Fund Continuous Disclosure*” comes into force.

Made by:

ONTARIO SECURITIES COMMISSION:

R. L. SHIRRIFF  
*Commissioner*

P. M. MOORE  
*Vice-Chair*

Date made: January 25, 2005.

I certify that I have approved this Regulation.

GERRY PHILLIPS  
*Chair of the Management Board of Cabinet*

Date approved: May 2, 2005.

**Note:** The rule made by the Ontario Securities Commission on January 25, 2005 entitled “National Instrument 81-106 *Investment Fund Continuous Disclosure*” comes into force on June 1, 2005.

23/05

**ONTARIO REGULATION 216/05**

made under the

**REGISTRY ACT**

Made: April 28, 2005

Filed: May 19, 2005

Amending O. Reg. 21/99

(Registration of Instruments and Deposit of Documents in French)

Note: Ontario Regulation 21/99 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. The Table to subsection 1 (1) of Ontario Regulation 21/99 is amended by striking out “Metropolitan Toronto (No. 64)” and substituting “Toronto (No. 64)”.**

Made by:

JIM WATSON  
*Minister of Consumer and Business Services*

Date made: April 28, 2005.

23/05

**ONTARIO REGULATION 217/05**

made under the

**LAND TITLES ACT**

Made: April 28, 2005

Filed: May 19, 2005

Amending O. Reg. 26/99

(General)

Note: Ontario Regulation 26/99 has previously been amended. Those amendments are listed in the [Table of Regulations - Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. (1) The Table to subsection 3 (1) of Ontario Regulation 26/99 is amended by adding the following items:**

Dundas (No. 8)
Glengarry (No. 14)
Renfrew (No. 49)
Stormont (No. 52)

**(2) The Table to subsection 3 (1) of the Regulation is amended by striking out “Metropolitan Toronto (No. 66)” and substituting “Toronto (No. 66)”.**

Made by:

JIM WATSON  
*Minister of Consumer and Business Services*

Date made: April 28, 2005.

23/05

**ONTARIO REGULATION 218/05**

made under the

**REGISTRY ACT**

Made: April 28, 2005

Filed: May 19, 2005

Amending O. Reg. 427/99

(Registry Divisions)

Note: Ontario Regulation 427/99 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. The item for York Region (No. 65) in the Schedule to Ontario Regulation 427/99 is amended by striking out “Newmarket” in Column 2 and substituting “Aurora”.**

Made by:

JIM WATSON  
*Minister of Consumer and Business Services*

Date made: April 28, 2005.

23/05

**ONTARIO REGULATION 219/05**

made under the

**LAND TITLES ACT**

Made: April 28, 2005

Filed: May 19, 2005

Amending O. Reg. 428/99

(Land Titles Divisions)

Note: Ontario Regulation 428/99 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. The item for York Region (No. 65) in the Schedule to Ontario Regulation 428/99 is amended by striking out “Newmarket” in Column 2 and substituting “Aurora”.**

Made by:

JIM WATSON  
*Minister of Consumer and Business Services*

Date made: April 28, 2005.

23/05

**ONTARIO REGULATION 220/05**

made under the

**LAND REGISTRATION REFORM ACT**Made: October 4, 2004  
Filed: May 19, 2005Amending O. Reg. 16/99  
(Automated System)

Note: Ontario Regulation 16/99 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. (1) The Table to subsection 3 (1) of Ontario Regulation 16/99 is amended by striking out the following item:**

Column 1	Column 2
Thunder Bay (No. 55)	November 22, 2004

**(2) The Table to subsection 3 (2) of the Regulation is amended by adding the following item:**

Column 1	Column 2
Thunder Bay (No. 55)	May 19, 2005

Made by:

JIM WATSON  
*Minister of Consumer and Business Services*

Date made: October 4, 2004.

23/05

**ONTARIO REGULATION 221/05**

made under the

**FOOD SAFETY AND QUALITY ACT, 2001**Made: May 18, 2005  
Filed: May 19, 2005Amending O. Reg. 31/05  
(Meat)

Note: Ontario Regulation 31/05 has not previously been amended.

- 1. Subsection 2 (1) of Ontario Regulation 31/05 is amended by,**
- (a) striking out “21 (4)” and substituting “21 (7)”; and
  - (b) striking out “27 (3), (4) and (5)” and substituting “27 (7)”,
- in the portion before clause (a).**

**2. (1) Paragraph 4 of subsection 5 (1) of the Regulation is revoked and the following substituted:**

- 4. Any other activity carried on in respect of operating the plant that is regulated under this Regulation.

**(2) Paragraph 3 of subsection 5 (2) of the Regulation is revoked and the following substituted:**



3. Any other activity carried on in respect of operating the plant that is regulated under this Regulation.

**3. Subsection 6 (1) of the Regulation is amended by striking out “and” at the end of clause (d), by adding “and” at the end of clause (e) and by adding the following clause:**

- (f) a schedule of the days and times at which the applicant anticipates or plans that,
- (i) carcasses of food animals will be dressed or partially dressed at the plant, and
  - (ii) meat products will be processed, packaged, handled, distributed or sold at the plant.

**4. Section 11 of the Regulation is revoked and the following substituted:**

**Expiry of licences**

**11.** (1) A licence expires on March 31 next following its issuance or renewal.

(2) A licensee must apply for renewal of a licence before January 31 immediately preceding its expiry in order for the licence to be deemed to continue under subsection 6 (6) of the Act.

**Licences — transition**

**11.1** (1) A licence that was issued or renewed under the *Meat Inspection Act (Ontario)* before the day this section comes into force is continued as a licence to operate a slaughter plant under the *Food Safety and Quality Act, 2001* and expires on March 31, 2006.

(2) If a licence described in subsection (1) was subject to any conditions or limitations including, but not limited to, a suspension, the licence is continued subject to the same conditions.

(3) A licence that was deemed to continue pending renewal under subsection 5 (3) of the *Meat Inspection Act (Ontario)* for which the Director has not issued a decision on the application for renewal under that Act before the day this section comes into force is continued as a licence to operate a slaughter plant under the *Food Safety and Quality Act, 2001*, subject to the following:

1. The application for renewal made under the *Meat Inspection Act (Ontario)* shall be treated as an application for a renewal of a licence to operate a slaughter plant under the *Food Safety and Quality Act, 2001* and this Regulation.
2. The licence shall continue until a director makes a decision with respect to its renewal in accordance with the *Food Safety and Quality Act, 2001* and this Regulation.

**5. Section 12 of the Regulation is amended by adding the following subsection:**

(4) An operator shall ensure that the schedule submitted under clause 6 (1) (f) remains up to date and shall inform a director, in writing, every time there will be a change to the schedule.

**6. Subsection 16 (3) of the Regulation is amended by striking out “coved joints” and substituting “joints that are coved or constructed in a manner that will allow them to be readily and effectively cleaned and will prevent any material from accumulating in them”.**

**7. The Table to subsection 17 (1) of the Regulation is revoked and the following substituted:**

Item	Column 1	Column 2
	Rooms or Areas of Meat Plant	Minimum Level of Illumination
1.	Post mortem inspection stations	800 lux
2.	Returned product examination areas	540 lux
3.	Ante mortem inspection stations	540 lux
4.	All rooms and areas where meat products and ingredients are stored in dry storage, refrigeration facilities or freezing facilities	110 lux
5.	Killing room and rooms and areas where carcasses are dressed or where meat products are processed, packaged or labelled	220 lux
6.	All rooms and areas, such as maintenance closets, where there are no meat products	110 lux

**8. Subsection 18 (2) of the Regulation is amended by adding “post mortem” before “inspection stations”.**

**9. The Regulation is amended by adding the following section:**

**Returned product examination area**

**20.1** A meat plant shall have a designated area for the examination of returned meat products, which may be part of another room or area at the plant.

**10. Section 21 of the Regulation is revoked and the following substituted:**

**Facilities for inspectors**

- 21.** (1) A slaughter plant shall have,
- (a) one ante mortem inspection station for performing detailed inspections that is acceptable to a regional veterinarian in accordance with subsection (3);
  - (b) the number of post mortem inspection stations in the killing room that a director requires the plant to have under subsection (4) located at a spot in the killing room acceptable to a regional veterinarian;
  - (c) a sufficient number of lockers so that each inspector working at the plant at any time has, for his or her exclusive use, a locker that,
    - (i) is capable of being locked,
    - (ii) has a minimum volume of 0.62 cubic metres, and
    - (iii) is suitable for the protection and storage of the inspector's equipment and supplies.
- (2) In addition to the requirements set out in subsection (1), a slaughter plant shall have,
- (a) in the case of a plant that normally requires ante mortem or post mortem inspections on fewer than three days per week, for the use of inspectors, a workstation, a telephone line and a telephone, each of which must be in a location acceptable to a regional veterinarian;
  - (b) in the case of a plant that normally requires ante mortem or post mortem inspections on three days or more per week, a furnished office in an appropriate area of the plant for the exclusive use of inspectors that has a work surface measuring no less than 0.508 metres by 1.118 metres, heating, lighting, ventilation, an electrical outlet and a telephone line and telephone for the exclusive use of inspectors.
- (3) In determining whether an ante mortem inspection station required under clause 21 (1) (a) is acceptable, a regional veterinarian shall have regard to whether the station,
- (a) allows an inspector to view the entire animal at once;
  - (b) allows an inspector to adequately view every part of the animal; and
  - (c) allows for an animal to be adequately restrained.
- (4) A director may require a slaughter plant to have a specified number of post mortem inspection stations that, in the director's opinion, are necessary for effective performance of post mortem inspections, having regard to,
- (a) the type of food animals slaughtered at the plant;
  - (b) the volume of animals that, given the capacity of the plant, would be on a slaughter line at any given time;
  - (c) the speed of the slaughter line;
  - (d) the design of the killing room and product flow within the killing room; and
  - (e) the method of post mortem inspection used.
- (5) A freestanding meat plant shall have, for the use of inspectors, a workstation, a telephone line and a telephone, each of which must be in a location acceptable to a regional veterinarian.
- (6) In addition to the other requirements set out in this section, every meat plant shall have facilities for inspectors that are adequate to allow for the effective performance of the inspection activities carried on at the plant.
- (7) A freestanding meat plant described in Column 1 of the following Table shall have, if it is in operation on or after the date set out opposite it in Column 2, a sufficient number of lockers so that each inspector working at the plant at any time has, for his or her exclusive use, a locker that,
- (a) is capable of being locked;
  - (b) has a minimum volume of 0.62 cubic metres; and
  - (c) is suitable for the protection and storage of the inspector's equipment and supplies.

TABLE  
DATE OF PHASE-IN

Column 1	Column 2
Type of Freestanding Meat Plant	Date of Phase-In
freestanding meat plant that, in 2004, processed meat products of more than 1 million kilograms	April 1, 2006

Column 1	Column 2
Type of Freestanding Meat Plant	Date of Phase-In
freestanding meat plant that, in 2004, processed meat products of more than 500,000 kilograms but no more than 1 million kilograms	April 1, 2007
freestanding meat plant that, in 2004, processed meat products of no more than 500,000 kilograms or did not process meat products	October 1, 2007

**11. Subsection 21 (2) of the Regulation, as remade by section 10, is amended by adding the following clause:**

- (c) in the case of a plant that normally requires ante mortem or post mortem inspections on five days or more per week, a washroom that meets the requirements set out in subsection 27 (4) for the exclusive use of inspectors.

**12. Subsection 22 (1) of the Regulation is amended by striking out “slaughter” and substituting “meat”.**

**13. (1) Clause 24 (1) (g) of the Regulation is amended by adding “prior to dressing” at the end.**

**(2) Clause 24 (1) (j) of the Regulation is amended by adding “prior to chilling” at the end.**

**14. (1) Clause 25 (1) (d) of the Regulation is amended by adding “prior to dressing” at the end.**

**(2) Clause 25 (1) (g) of the Regulation is amended by adding “prior to chilling” at the end.**

**15. Section 27 of the Regulation is revoked and the following substituted:**

**Washrooms and hand washing facilities**

**27. (1) In this section,**

“person at a meat plant” includes the operator of the plant and the operator’s employees at the plant.

- (2) The washroom facilities and hand washing facilities required under this section shall be accessible to inspectors.

(3) A meat plant shall have,

- (a) at least one washroom facility that meets the requirements of subsection (4);
- (b) separate washroom facilities to serve each sex of persons at the plant unless there are no more than nine persons at the plant or the total area of the plant, excluding the basement, is no more than 300 square metres;
- (c) hand washing facilities that are remote functioning or timed, in the killing room and rooms or areas where carcasses are dressed; and
- (d) directly drained hand washing facilities that are remote functioning or timed, in rooms or areas where meat products are processed or handled.

(4) Each washroom facility at a meat plant shall meet the following requirements:

1. It shall be capable of being kept clean and sanitary.
2. It shall be lit, heated and ventilated to the outside of the plant.
3. It shall be separate from and shall not lead directly into any room where carcasses, parts of carcasses or meat products are prepared, packaged, labelled, refrigerated, stored or otherwise handled.
4. It shall be enclosed by floor to ceiling walls and full-length self-closing doors.
5. It shall be equipped with hand washing facilities that are remote functioning or timed, and be equipped with soap and single-use paper towel dispensers.
6. It shall have notices instructing users to clean their hands with soap and water immediately after using toilets.
7. It shall be equipped with at least one toilet.

(5) In the case of a plant that only has one washroom facility that is for the use of all persons at the plant, the door to the washroom facility shall be capable of being locked from the inside.

(6) A meat plant that is required to have more than one washroom facility under clause (3) (b) shall be equipped with at least the number of toilets for each sex specified in Column 2 to the following Table opposite the number of persons of each sex specified in Column 1 at the plant:

TABLE  
MINIMUM NUMBER OF TOILETS FOR EACH SEX

Item	Column 1	Column 2
	Number of Persons of Each Sex at the Plant	Minimum Number of Toilets for Each Sex
1.	1 to 9	1
2.	10 to 24	2
3.	25 to 49	3
4.	50 to 74	4
5.	75 to 100	5
6.	More than 100	6 plus 1 for each additional increment of 30 persons of each sex in excess of 100

(7) The requirements set out in clause (3) (b) and subsection (6) apply to a meat plant described in Column 1 of the following Table only if the plant is in operation on or after the date set out opposite it in Column 2:

TABLE  
DATE OF PHASE-IN

Column 1	Column 2
Type of Meat Plant	Date of Phase-In
slaughter plant	April 1, 2006
freestanding meat plant that, in 2004, processed meat products of more than 1 million kilograms	April 1, 2006
freestanding meat plant that, in 2004, processed meat products of more than 500,000 kilograms but no more than 1 million kilograms	April 1, 2007
freestanding meat plant that, in 2004, processed meat products of no more than 500,000 kilograms or did not process meat products	October 1, 2007

**16. (1) Subsections 28 (1) and (2) of the Regulation are amended by striking out “dressing” wherever it occurs and substituting in each case “changing”.**

**(2) Subsection 28 (3) of the Regulation is revoked and the following substituted:**

(3) A changing room or area required under subsection (1) or (2) shall meet the following requirements:

1. It shall be capable of being kept clean and sanitary.
2. It shall be lit, heated and ventilated.
3. It shall be separate from and shall not lead directly into any room where carcasses, parts of carcasses or meat products are prepared, packaged, labelled, refrigerated, stored or otherwise handled.

**17. (1) Subsection 29 (2) of the Regulation is revoked and the following substituted:**

- (2) A slaughter plant shall be equipped for,
- (a) conveying ill, injured or disabled food animals in a humane manner; and
  - (b) euthanizing food animals that have been identified as condemned in accordance with Part VIII.

**(2) Subsection 29 (3) of the Regulation is amended by adding “other than rabbits or birds that are not ratites” after “food animals” in the portion before clause (a).**

**(3) Subsection 29 (4) of the Regulation is amended by striking out “food animals” in the portion before clause (a) and substituting “any food animal”.**

**(4) Subsection 29 (5) of the Regulation is amended by striking out “subsections (3) and” and substituting “subsection”.**

**18. Subsection 34 (2) of the Regulation is amended by striking out “and” at the end of clause (b) and by revoking clause (c) and substituting the following:**

- (c) handled in a manner that prevents its contamination;
- (d) stored in a manner that prevents its contamination; and
- (e) without limiting the generality of clause (d), stored in covered containers that are,
  - (i) used solely for storing ice,
  - (ii) clearly marked as ice storage containers, and
  - (iii) cleaned and sanitized immediately before each refilling.

**19. Section 40 of the Regulation is revoked and the following substituted:**

**Notice of remedial steps**

**40.** The operator of a meat plant shall inform an inspector on the premises of the plant, if any, and the regional veterinarian immediately upon,

- (a) being notified by the owner of a drinking-water system or the operating authority for the system under Schedule 17 or 18 to Ontario Regulation 170/03 (Drinking-Water Systems) made under the *Safe Drinking Water Act, 2002* to use an alternate source of drinking water or to bring water to a rapid rolling boil for at least one minute before use;
- (b) receiving an order under section 13 of the *Health Promotion and Protection Act* to use an alternate source of drinking water or to bring water to a rapid rolling boil for at least one minute before use; or
- (c) becoming aware of an advisory to use an alternate source of drinking water or to bring water to a rapid rolling boil for at least one minute before use that applies in the area where the plant is located.

**20. Section 51 of the Regulation is amended by adding the following subsections:**

(1.1) The operator of a meat plant shall ensure that the temperature of every refrigeration and freezing facility required under section 30 is recorded during the pre-operational inspection conducted each day under subsection 47 (6).

(1.2) The operator shall keep the written records required by subsection (1.1) at the plant at least until the anniversary of the date on which they are made.

**21. (1) Subsection 53 (2) of the Regulation is revoked and the following substituted:**

(2) Without limiting the generality of subsection (1), the operator of a meat plant shall ensure that every person who is required by that subsection to keep clean hands washes his or her hands thoroughly with soap and water,

- (a) between handling meat products that are incompatible with each other;
- (b) before exiting a washroom facility;
- (c) each time his or her hands have been exposed to a source of contamination; and
- (d) each time he or she enters a room or area where food animals are slaughtered, where carcasses or parts of carcasses are dressed or where parts of carcasses or meat products are processed.

(2.1) Despite clauses (2) (c) and (d), the operator is not required to ensure that a person washes his or her hands if the following conditions apply:

1. The person enters a room or area where food animals are slaughtered or where carcasses or parts of carcasses are dressed for the sole purpose of delivering an animal into the room or area.
2. The person leaves the room or area immediately after delivering the animal.
3. After leaving the room or area, the person will not engage in the processing, packaging, labelling, handling or storing of a carcass, part of a carcass or a meat product.
4. After leaving the room or area, the person will not enter any other room or area of the plant where carcasses or parts of carcasses are dressed or where carcasses, parts of carcasses or meat products are processed, packaged, labelled, handled or stored.

**(2) Clause 53 (4) (e) of the Regulation is amended by adding “or other footwear sanitizing facility” after “footwear dip”.**

**22. Subsection 73 (3) of the Regulation is amended by adding “an” after “received”.**

**23. Subsection 76 (1) of the Regulation is amended by striking out “sections 77 and 78” and substituting “section 77”.**

**24. Clause 77 (1) (a) of the Regulation is amended by adding “an” after “received”.**

**25. Section 78 of the Regulation is revoked.**

**26. Subsection 82 (5) of the Regulation is amended by striking out “is it” and substituting “it is”.**

**27. Section 84 of the Regulation is revoked and the following substituted:**

**Entry of carcass into meat plant**

**84.** No person shall permit a carcass or part of a carcass to enter a meat plant unless it is derived from a food animal and,

- (a) has received a post mortem inspection and approval for use as food in accordance with this Part;
- (b) has been inspected at a registered establishment as defined in the *Meat Inspection Act* (Canada) and approved for use as food in accordance with that Act and the regulations made under it;
- (c) has been imported into Canada in accordance with the *Meat Inspection Act* (Canada) and the regulations made under it; or
- (d) the animal died during transportation to the plant and the operator of the plant is required under section 65 to condemn and dispose of the carcass.

**28. Section 102 of the Regulation is amended by adding the following subsections:**

(5) If the operator does not comply with subsection (4), an inspector may, without a hearing,

- (a) seize the meat product;
  - (b) condemn and dispose of the meat product or arrange for its condemnation and disposal; and
  - (c) order the operator to pay for the condemnation and disposal of the meat product.
- (6) The operator shall comply with an order of the inspector made under clause (5) (c).

**29. (1) Clause 106 (6) (a) of the Regulation is amended by striking out “the tract” and substituting “the part of the tract”.**

**(2) Clause 106 (6) (b) of the Regulation is revoked and the following substituted:**

- (b) the part of the tract is scalded and bleached or effectively cleaned in some other manner;
- (b.1) the part of the tract is not contaminated;

**(3) Clause 106 (6) (c) of the Regulation is amended,**

- (a) by striking out “clean” and substituting “examined and found to be clean”; and**
- (b) by striking out “and” at the end.**

**(4) Clause 106 (6) (d) of the Regulation is amended by adding “after being examined for cleanliness under clause (c); and” at the end.**

**(5) Subsection 106 (6) of the Regulation is amended by adding the following clause:**

- (e) in the case of a part of a tract that has not been scalded and bleached, the part of the tract is individually packaged and labelled in accordance with subsection 119 (4).

**30. (1) Subsection 115 (1) of the Regulation is amended by striking out “for use as food” at the end.**

**(2) Section 115 of the Regulation is amended by adding the following subsection:**

(4) Substances and materials that are used as a label for a meat product and that come into contact with the product shall be durable, free of contaminants and suitable for being a label.

**31. (1) Subsection 116 (1) of the Regulation is revoked and the following substituted:**

**Form of labels**

(1) A meat product shall have a label that,

- (a) meets the requirements of section 117 if the meat product is a carcass or half carcass or is raw meat or a raw meat by-product derived from such a carcass; and
- (b) meets the requirements of section 118 in the case of any other meat product.

**(2) Subsection 116 (4) of the Regulation is revoked.**

**32. Section 117 of the Regulation is revoked and the following substituted:**

**Labels for raw meat**

**117.** (1) Subject to subsections (2) and (3), the label required for a meat product that is a carcass or half carcass or is raw meat or a raw meat by-product derived from such a carcass shall be a stamp of a legible inspection legend on it.

(2) If the meat product is a carcass of a rabbit or a bird other than a ratite and it is impracticable to stamp a legible inspection legend on it, the label required shall be a carcass tag that complies with subsection 118 (5), or,

- (a) in the case of a carcass that is packaged in a sealed bag, a printed inspection legend that is visible on or within the sealed bag or that is on a label used in conjunction with the sealed bag;
- (b) in the case of a carcass that is pre-packaged, a label that complies with subsections 118 (1) and (2); or
- (c) in the case of a carcass that is packaged in a bulk container and will be shipped in the bulk container to another meat plant operated by a licensee for processing, a label that complies with subsections 118 (3) and (4).

(3) If the meat product is a carcass, other than one described in subsection (2), or half carcass or is raw meat or a raw meat by-product derived from such a carcass, the label required shall be,

- (a) in the case of a meat product that is packaged in a sealed bag, a printed inspection legend that is visible on or within the sealed bag or that is on a label used in conjunction with the sealed bag;
- (b) in the case of a meat product that is pre-packaged, a label that complies with subsections 118 (1) and (2); or
- (c) in the case of a meat product that is packaged in a bulk container, a label that complies with subsections 118 (3) and (4).

**33. (1) Clause 118 (2) (i) of the Regulation is amended by striking out “dressed or partially dressed”.**

**(2) Clause 118 (4) (h) of the Regulation is amended by striking out “dressed carcass or partially dressed”.**

**(3) Subsection 118 (5) of the Regulation is amended by,**

- (a) striking out “dressed or partially dressed”; and**
- (b) striking out “breast tag” and substituting “carcass tag”,**

**in the portion before clause (a).**

**(4) Subsection 118 (6) of the Regulation is amended by striking out “breast tag” in the portion before clause (a) and substituting “carcass tag”.**

**(5) Clause 118 (6) (h) of the Regulation is amended by striking out “dressed or partially dressed”.**

**34. Section 119 of the Regulation is amended by adding the following subsection:**

(4) If the label required for a meat product is required to show the identity of the product and the product is a part of an alimentary tract that has not been scalded and bleached but has been cleaned in some other manner under clause 106 (6) (b), the label shall show the words “clean, green” as part of the description of the product.

**35. Subsection 122 (1) of the Regulation is amended by striking out “breast tag attached to a dressed or partially dressed” and substituting “carcass tag attached to a”.**

**36. Section 131 of the Regulation is revoked.**

**37. Clause 134 (2) (b) of the Regulation is revoked and the following substituted:**

- (b) the carcass of a food animal that dies during transportation if the transport container in which it dies does not contain meat products or any carcasses, other than the carcass of another food animal that has also died during transportation.

**38. Section 135 of the Regulation is revoked.**

**39. The Regulation is amended by adding the following Part:**

**PART XIV.1  
ADMINISTRATION**

**Inspection schedule**

**138.1** (1) A director may assign one or more inspectors to perform ante mortem or post mortem inspections at a slaughter plant and may establish an inspection schedule that sets out,

- (a) the days and times at which inspectors will normally be assigned to perform inspections at the plant; and
- (b) the number of inspectors who will normally be assigned to perform inspections at any specified time in the schedule.

(2) Every operator of a slaughter plant shall inform a director at least 48 hours before the start of a day if the ante mortem or post mortem inspections that would normally have been performed during that day in accordance with the plant's inspection schedule will not be required.

**Supplementary inspection time**

**138.2** (1) A director may, at the request of the operator of a slaughter plant, assign one or more inspectors who are not veterinary inspectors to the plant for the purposes of performing supplementary ante mortem or post mortem inspections at times that fall outside the times a director has assigned inspectors to perform inspections at the plant under subsection 138.1 (1).

(2) Every operator of a slaughter plant shall inform a director at least 48 hours before the start of a day on which a director has assigned inspectors to perform inspections at the plant under this section if the ante mortem or post mortem inspections that would have been performed during that day will not be required.

**Supplementary inspection time — veterinary inspectors**

**138.3** A veterinary inspector may, at the request of the operator of a slaughter plant, perform ante mortem or post mortem inspections at the plant at times that fall outside the times a director has assigned inspectors to perform inspections at the plant under subsection 138.1 (1).

**Other supplementary inspections**

**138.4** A director may, at the request of the operator of a meat plant, assign one or more inspectors who are not veterinary inspectors to the plant for the purposes of providing services other than ante mortem or post mortem inspections.

**Inspector may refuse services**

**138.5** (1) If, in an inspector's opinion, a person at a meat plant has contravened a provision of the Act or this Regulation or an order of an inspector, the inspector may refuse to provide his or her services at the plant for up to 24 consecutive hours.

(2) On refusing to provide his or her services, an inspector shall immediately inform a regional veterinarian and explain the circumstances that led to the refusal.

**40. Section 138.1 of the Regulation, as made by section 39, is amended by adding the following subsection:**

(1.1) A director shall not assign inspectors under subsection (1) to perform inspections at a plant in excess of 7.5 hours in a day and 37.5 hours in any seven-day period.

**41. Subsection 138.2 (1) of the Regulation, as made by section 39, is revoked and the following substituted:**

**Supplementary inspection time**

(1) A director may, at the request of the operator of a slaughter plant, assign one or more inspectors who are not veterinary inspectors to the plant for the purposes of performing supplementary ante mortem or post mortem inspections,

- (a) at times that fall outside the times a director has assigned inspectors to perform inspections at the plant under subsection 138.1 (1); or
- (b) for time in excess of the maximum times referred to in subsection 138.1 (1.1).

**42. Section 138.3 of the Regulation, as made by section 39, is revoked and the following substituted:**

**Supplementary inspection time — veterinary inspectors**

**138.3** A veterinary inspector may, at the request of the operator of a slaughter plant, perform ante mortem or post mortem inspections at the plant,

- (a) at times that fall outside the times a director has assigned inspectors to perform inspections at the plant under subsection 138.1 (1); or
- (b) for time in excess of the maximum times referred to in subsection 138.1 (1.1).

**43. (1) Subject to subsections (2) and (3), this Regulation comes into force on June 1, 2005.**

**(2) Section 11 comes into force on April 1, 2006.**

**(3) Sections 40, 41 and 42 come into force on September 1, 2005.**



**ONTARIO REGULATION 222/05**

made under the

**FOOD SAFETY AND QUALITY ACT, 2001**

Made: May 18, 2005

Filed: May 19, 2005

**GENERAL****PART I****THINGS SEIZED OR DETAINED UNDER S. 23, 24, 25, 28 OR 36 OF THE ACT****Application**

1. This Part applies in respect of any food, agricultural or aquatic commodity, agricultural input or other thing that is,
- (a) seized under,
    - (i) clause 23 (2) (d) of the Act,
    - (ii) clause 24 (2) (d) of the Act,
    - (iii) subsection 25 (3) of the Act,
    - (iv) section 28 of the Act,
    - (v) an order made under section 36 of the Act;
  - (b) detained under,
    - (i) clause 23 (2) (d) of the Act,
    - (ii) clause 24 (2) (d) of the Act,
    - (iii) subsection 25 (3) of the Act,
    - (iv) an order made under section 36 of the Act.

**Seizure**

2. (1) On seizing any thing, an inspector shall,
- (a) promptly,
    - (i) serve a notice of seizure on the person who had custody of the thing at the time it was seized, or
    - (ii) if the inspector cannot determine who had custody of the thing, attach a notice of seizure to the premises or conveyance where the thing was seized unless there is no practical place at which to attach the notice; and
  - (b) promptly serve a notice of seizure on the owner of the thing, if the inspector can determine who the owner is.
- (2) A notice of seizure shall include,
- (a) a description of the seized thing;
  - (b) a statement of the reasons for the seizure;
  - (c) the date of the seizure;
  - (d) the place of seizure;
  - (e) the name and signature of the inspector who seized the thing and details of how the inspector can be contacted.

**Detention**

3. (1) On detaining any thing, an inspector shall,
- (a) attach a tag to the thing that indicates it is detained or, if attaching a tag is not practical, indicate in some other clear manner that the thing is detained;
  - (b) promptly,
    - (i) serve a notice of detention on the person who had custody of the thing at the time it was detained, or

- (ii) if the inspector cannot determine who had custody of the thing, attach a notice of detention to the premises or conveyance where the thing was detained or to the detained thing itself;
- (c) promptly serve a notice of detention on the owner of the thing, if the inspector can determine who the owner is.
- (2) A notice of detention shall include,
  - (a) a description of the detained thing;
  - (b) a statement of the reasons for the detention;
  - (c) the date of the detention;
  - (d) the place of detention;
  - (e) the name and signature of the inspector who detained the thing and details of how the inspector can be contacted.
- (3) No person shall remove or interfere with a tag or other thing an inspector has used under clause (1) (a) to indicate that a thing is detained unless authorized or required to do so by an inspector.
- (4) No person shall move or interfere with a thing that has been detained unless authorized or required to do so by an inspector.
- (5) An inspector may, by order, require a person to do anything described in subsections (3) and (4).
- (6) Where, in an inspector's opinion, something must be done in respect of a thing that has been detained in order to secure its preservation, the inspector may,
  - (a) authorize a person to do anything that the inspector considers necessary to secure the thing's preservation; or
  - (b) by order require a person to do anything that the inspector considers necessary to secure the thing's preservation.

#### DISPOSAL OF THINGS SEIZED OR DETAINED

##### **Director may order disposal**

- 4. (1) A director may order that a thing that has been seized or detained be disposed of in accordance with section 5, 6, 7 or 8.
- (2) An order for disposal under section 5, 6, 7 or 8 may be given to,
  - (a) an inspector;
  - (b) the person who had custody of the thing at the time it was seized or detained;
  - (c) the owner of the thing; or
  - (d) a person who has an interest in the thing.

##### **Disposal — hearing required**

- 5. (1) Subject to sections 6, 7 and 8, if a director intends to order that a thing that has been seized or detained be disposed of, he or she shall serve written notice on,
  - (a) the person who had custody of the thing at the time it was seized or detained, if the director can determine who that person was; and
  - (b) the owner of the thing, if the director can determine who the owner is.
- (2) Within 10 days of the director serving notice on any person under subsection (1), the following persons may apply to the director for a hearing, whether or not notice was served on that person:
  1. The person who had custody of the thing at the time it was seized or detained.
  2. The owner of the thing.
  3. Any other person who claims an interest in the thing.
- (3) A person described in subsection (2) who applies for a hearing within the time permitted under that subsection is entitled to a hearing before the director.
- (4) The director may refuse to hold a hearing if the only person who applies for a hearing is someone other than the person who had custody of the thing when it was seized or detained or the owner of the thing and the director is not satisfied that the person has an interest in the thing.

(5) If, after a hearing, the director determines that the thing that has been seized or detained does not contravene any provision of the Act or its regulations or an order made under section 32 of the Act or under a regulation, he or she shall release the thing to,

- (a) the person who had custody of the thing at the time it was seized or detained;
- (b) the owner of the thing; or
- (c) another person who has an interest in the thing and who was a party to the hearing.

(6) If, after a hearing, the director determines that the thing that has been seized or detained contravenes a provision of the Act or its regulations or an order made under section 32 of the Act or under a regulation, he or she shall order that the thing be destroyed.

(7) Despite subsection (6), where the director determines that the thing that has been seized or detained contravenes a provision of the Act or its regulations or an order made under section 32 of the Act or under a regulation but is of the opinion that something can safely be done in respect of the thing to remedy the contravention, he or she may release the thing to any person described in subsection (5) if,

- (a) in his or her opinion, releasing the thing to the person is appropriate in the circumstances; and
- (b) he or she is satisfied that the person will take whatever steps the director considers necessary to remedy the contravention.

(8) Despite subsection (6), where the director determines that the thing that has been seized or detained contravenes a provision of the Act or its regulations or an order made under section 32 of the Act or under a regulation, he or she may release the thing to any person described in subsection (5) if,

- (a) in his or her opinion releasing the thing to the person is appropriate in the circumstances; and
- (b) he or she is satisfied that the person will not use the thing in contravention of a provision of the Act or its regulations or an order made under section 32 of the Act or under a regulation.

(9) The director may release a thing under subsection (7) or (8) subject to such conditions as are, in his or her opinion, appropriate in the circumstances and may, by order, require the person to whom the thing is released to take whatever steps the director considers necessary, having regard to,

- (a) the need to ensure that the contravention is safely remedied, in the case of something released under subsection (7); and
- (b) the need to ensure that the thing is not used in contravention of the Act or its regulations or an order made under section 32 of the Act or under a regulation, in the case of something released under subsection (8).

(10) The director may, without a hearing, order that a thing that has been seized or detained be disposed of in a manner satisfactory to the director if,

- (a) no person applies for a hearing within the time permitted under subsection (3);
- (b) the director refuses to hold a hearing under subsection (4); or
- (c) no person who applied for a hearing appeared at the scheduled time for the hearing.

**Disposal — no hearing required**

**No interested person**

6. If, having made a reasonable effort to do so, a director is unable to determine who had custody of a thing at the time it was seized or detained or who the owner of the thing is, the director may, if 30 days have passed since the thing was seized or detained, order that the thing be disposed of in a manner satisfactory to the director without giving notice to any person and without a hearing.

**With owner's consent**

7. If the owner of a thing that has been seized or detained agrees to its disposal, a director may, without giving notice to any person and without a hearing, order that the thing be disposed of in the agreed upon manner.

**Urgent circumstances**

8. (1) A director may, without giving notice to any person and without a hearing, at any time order that a thing that has been seized or detained,

- (a) be disposed of in a manner satisfactory to the director if the director is of the opinion that the thing is or will soon be rotting, spoiling or otherwise perishing; or

- (b) if the thing is an animal, order that it be euthanized and that its remains be disposed of in a manner satisfactory to the director if the director is of the opinion that it is appropriate to euthanize that animal to prevent or relieve its undue suffering or distress because the animal is injured, ill or near death.
- (2) Where a director orders that a thing be disposed of under subsection (1), any processes started under section 5 in respect of the thing are cancelled.
- (3) Where a thing has been disposed of in accordance with subsection (1), the director shall give written notice of the disposal within 20 days to,
  - (a) the person who had custody of the thing at the time it was seized or detained, if the director can determine who that person was;
  - (b) the owner of the thing, if the director can determine who the owner is; and
  - (c) the person who had custody of the thing at the time the order was issued under subsection (1).
- (4) A written notice of the disposal shall include,
  - (a) a description of the disposed thing;
  - (b) a statement of the reasons for the disposal of the thing;
  - (c) a statement describing the disposal; and
  - (d) the date of disposal.

## PART II SERVICE UNDER THE ACT

### Manner of service

- 9.** (1) Where the Act requires that any thing be served on a person, the thing shall be served in a manner specified in this section.
- (2) In the case of service on an individual, a thing may be,
    - (a) delivered personally;
    - (b) left at the individual's place of residence with someone who appears to be an adult person resident in the same household if, no later than the next day, a copy of the thing is sent by mail to the individual at the place of residence;
    - (c) sent by mail to the individual's last known address using a method of mail delivery that allows delivery to be verified;
    - (d) sent by courier to the individual's last known address;
    - (e) sent by fax to the individual's last known fax number.
  - (3) In the case of service on a person who is not an individual, a thing may be,
    - (a) delivered personally to the head office or other usual place of business of the person and left with an officer, director or agent of the person or with any other individual present at the place who appears to be in control or management of the place;
    - (b) sent by mail to the person's head office or other usual place of business or to the person's agent using a method of mail delivery that allows delivery to be verified;
    - (c) sent by courier to the person's last known address;
    - (d) sent by fax to the person's last known fax number.

### When service effective

- 10.** (1) In the case of something delivered personally under clause 9 (2) (a) or (3) (a) or left with another person at the intended recipient's residence under clause 9 (2) (b), service is effective on the day the thing was delivered or left, as the case may be.
- (2) In the case of something sent by mail, service is effective on the earlier of the day on which the intended recipient receives the thing and the fifth day after it was sent.
  - (3) In the case of something sent by courier, service is effective on the earlier of the day on which the intended recipient receives the thing and the day after it was sent.
  - (4) In the case of something sent by fax, service is effective on the day it is sent.

**ONTARIO REGULATION 223/05**

made under the

**FOOD SAFETY AND QUALITY ACT, 2001**

Made: May 9, 2005

Filed: May 19, 2005

**FEEES****PART I****FEEES PAYABLE UNDER ONTARIO REGULATION 31/05 (MEAT)****Interpretation**

**1.** (1) In this Part,

“holiday” means,

- (a) any Sunday,
- (b) New Year’s Day,
- (c) Good Friday,
- (d) Victoria Day,
- (e) Canada Day,
- (f) Labour Day,
- (g) Thanksgiving Day,
- (h) Christmas Day,
- (i) December 26;

“licensing year” means the period beginning on April 1 of one year and ending on March 31 of the following year;

“meat regulation” means Ontario Regulation 31/05 (Meat) made under the Act.

(2) Where this Part requires a calculation be made with reference to a number of hours, the number of hours shall be rounded to the nearest quarter hour.

**Supplementary inspections**

**2.** (1) For every inspector who performs supplementary inspections at a slaughter plant under section 138.2 of the meat regulation, the operator of the plant shall pay a fee of,

- (a) \$48 for every hour that the inspector performs supplementary inspections on a day other than a holiday; and
- (b) \$65 for every hour that the inspector performs supplementary inspections on a holiday.

(2) The fees that would otherwise be payable under subsection (1) in respect of the first 7.25 hours of supplementary inspections performed at a slaughter plant on the first day in a licensing year, other than a holiday, on which such inspections are performed are waived, if, on that day, the operator has paid, in full, all fees for which he or she is liable under this Regulation.

**Supplementary inspections — veterinary inspectors**

**3.** For every veterinary inspector who performs inspections at a plant under section 138.3 of the meat regulation, the operator of a plant shall pay a fee of \$80 for every hour that the veterinary inspector performs the inspections.

**Other services**

**4.** For every inspector who performs services at a meat plant under section 138.4 of the meat regulation, the operator of the plant shall pay,

- (a) \$48 for every hour that the inspector performs services on a day other than a holiday; and
- (b) \$65 for every hour that the inspector performs services on a holiday.

**Application for licence**

**5.** (1) The fee for an application for the issuance of a licence under section 6 of the meat regulation in respect of the 2005-2006 licensing year is \$52.50.

(2) The fee for an application for the issuance or renewal of a licence under section 6 of the meat regulation in respect of the 2006-2007 licensing year is,

- (a) \$50 in the case of a licence respecting the operation of a freestanding meat plant that, in 2004, processed meat products of no more than 500,000 kilograms or did not process meat products; and
- (b) \$100 in all other cases.
- (3) The fee for an application for the issuance or renewal of a licence under section 6 of the meat regulation in respect of the 2007-2008 licensing year is \$300.

**6. This Regulation comes into force on June 1, 2005.**

Made by:

STEVE PETERS  
*Minister of Agriculture and Food*

Date made: May 9, 2005.

23/05

**ONTARIO REGULATION 224/05**  
made under the  
**MEAT INSPECTION ACT (ONTARIO)**

Made: May 18, 2005  
Filed: May 19, 2005

Revoking O. Reg. 632/92  
(General)

Note: Ontario Regulation 632/92 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

1. Ontario Regulation 632/92 is revoked.
2. This Regulation comes into force on June 1, 2005.

23/05

**ONTARIO REGULATION 225/05**  
made under the  
**LIVESTOCK AND LIVESTOCK PRODUCTS ACT**

Made: May 18, 2005  
Filed: May 19, 2005

Amending Reg. 724 of R.R.O. 1990  
(Eggs)

Note: Regulation 724 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

1. Subsection 8 (2) of Regulation 724 of the Revised Regulations of Ontario, 1990 is amended by striking out “the *Meat Inspection Act (Ontario)*” and substituting “Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001*”.

**2. This Regulation comes into force on June 1, 2005.**

23/05

**ONTARIO REGULATION 226/05**  
made under the  
**LIVESTOCK AND LIVESTOCK PRODUCTS ACT**

Made: May 18, 2005  
Filed: May 19, 2005

Amending O. Reg. 732/94  
(Transporting Non-Ambulatory Animals)

Note: Ontario Regulation 732/94 has not previously been amended.

**1. Section 6 of Ontario Regulation 732/94 is amended by striking out “plant licensed under the *Meat Inspection Act* (Ontario) or to an establishment registered under the *Meat Inspection Act* (Canada)” and substituting “slaughter plant within the meaning of Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001* operated by a licensee under that regulation or to a registered establishment within the meaning of the *Meat Inspection Act* (Canada)”.**

**2. This Regulation comes into force on June 1, 2005.**

23/05

**ONTARIO REGULATION 227/05**  
made under the  
**FARM PRODUCTS GRADES AND SALES ACT**

Made: May 9, 2005  
Filed: May 19, 2005

Amending Reg. 379 of R.R.O. 1990  
(Grades — Hog Carcasses)

Note: Regulation 379 has not previously been amended.

**1. (1) The definition of “establishment” in section 1 of Regulation 379 of the Revised Regulations of Ontario, 1990 is revoked and the following substituted:**

“establishment” means,

- (a) a registered establishment within the meaning of the *Meat Inspection Act* (Canada), or
- (b) a slaughter plant within the meaning of Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001* operated by a licensee under that regulation;

**(2) Section 1 of the Regulation is amended by adding the following definition:**

“meat inspector” means a person,

- (a) appointed or designated as an inspector under the *Meat Inspection Act* (Canada), or
- (b) appointed as an inspector under the *Food Safety and Quality Act, 2001* who is performing a duty or power in respect of Ontario Regulation 31/05 (Meat) made under that Act;

**(3) The definition of “veterinary inspector” in section 1 of the Regulation is revoked.**

**2. Subsection 7 (3) of the Regulation is amended by striking out “veterinary inspector” and substituting “meat inspector”.**

**3. This Regulation comes into force on June 1, 2005.**

Made by:

STEVE PETERS  
*Minister of Agriculture and Food*

Date made: May 9, 2005.

23/05

## ONTARIO REGULATION 228/05

made under the

### FARM PRODUCTS GRADES AND SALES ACT

Made: May 9, 2005  
Filed: May 19, 2005

Amending Reg. 380 of R.R.O. 1990  
(Grades — Lamb and Mutton Carcasses)

Note: Regulation 380 has not previously been amended.

**1. (1) Clause (b) of the definition of “carcass” in section 1 of Regulation 380 of the Revised Regulations of Ontario, 1990 is amended by striking out “the *Meat Inspection Act (Ontario)* or any regulation made thereunder” at the end and substituting “the regulations made under that Act or Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001*”.**

**(2) The definition of “establishment” in section 1 of the Regulation is revoked and the following substituted:**

“establishment” means,

- (a) a registered establishment within the meaning of the *Meat Inspection Act (Canada)*, or
- (b) a slaughter plant within the meaning of Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001* operated by a licensee under that regulation;

**2. Subsection 5 (2) of the Regulation is amended by striking out “the *Meat Inspection Act (Ontario)*” and substituting “Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001*”.**

**3. This Regulation comes into force on June 1, 2005.**

Made by:

STEVE PETERS  
*Minister of Agriculture and Food*

Date made: May 9, 2005.

23/05



**ONTARIO REGULATION 229/05**

made under the

**FARM PRODUCTS GRADES AND SALES ACT**Made: May 9, 2005  
Filed: May 19, 2005Amending Reg. 382 of R.R.O. 1990  
(Grades — Veal Carcasses)

Note: Regulation 382 has not previously been amended.

**1. The definition of “establishment” in section 1 of Regulation 382 of the Revised Regulations of Ontario, 1990 is revoked and the following substituted:**

“establishment” means,

- (a) a registered establishment within the meaning of the *Meat Inspection Act* (Canada), or
- (b) a slaughter plant within the meaning of Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001* operated by a licensee under that regulation;

**2. Subsection 5 (2) of the Regulation is amended by striking out “the *Meat Inspection Act (Ontario)*” and substituting “Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001*”.****3. This Regulation comes into force on June 1, 2005.**

Made by:

STEVE PETERS  
*Minister of Agriculture and Food*

Date made: May 9, 2005.

23/05

**ONTARIO REGULATION 230/05**

made under the

**FARM PRODUCTS GRADES AND SALES ACT**Made: May 9, 2005  
Filed: May 19, 2005Amending O. Reg. 685/94  
(Beef)Note: Ontario Regulation 685/94 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).**1. (1) The definition of “carcass” in section 1 of Ontario Regulation 685/94 is amended by striking out the portion before clause (a) and substituting the following:**

“carcass” means the carcass of an animal of the bovine species that weights 150 kg or more and has been slaughtered and dressed as beef, but does not include,

. . . . .

**(2) Clause (b) of the definition of “carcass” in section 1 of the Regulation is amended by striking out “or the *Meat Inspection Act (Ontario)* or any regulation made under either of them” at the end and substituting “the regulations made under that Act or the meat regulation”.**

(3) The definition of “establishment” in section 1 of the Regulation is amended by striking out “a plant operated pursuant to a licence issued under the *Meat Inspection Act (Ontario)*” and substituting “a slaughter plant within the meaning of the meat regulation operated by a licensee under that regulation”.

(4) Section 1 of the Regulation is amended by adding the following definition:

“meat regulation” means Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001*;

2. Subsection 6 (4) of the Regulation is amended by striking out “the *Meat Inspection Act (Ontario)*” and substituting “the meat regulation”.

3. Subsection 14 (1) of the Regulation is revoked and the following substituted:

(1) Every person who is licensed under the meat regulation to operate a meat plant within the meaning of that regulation or who operates a registered establishment within the meaning of the *Meat Inspection Act (Canada)* or a premises where meat products are produced, processed, handled or stored but no animals are slaughtered, shall ensure that cuts of beef do not leave the meat plant, the registered establishment or the premises, as the case may be, unless they are packed in containers marked with the information described in subsection (2) or are accompanied with documentation of the information described in subsection (2).

4. This Regulation comes into force on June 1, 2005.

Made by:

STEVE PETERS  
*Minister of Agriculture and Food*

Date made: May 9, 2005.

23/05

**ONTARIO REGULATION 231/05**  
made under the  
**BEEF CATTLE MARKETING ACT**

Made: May 18, 2005  
Filed: May 19, 2005

Amending Reg. 55 of R.R.O. 1990  
(Weighing of Carcasses)

Note: Regulation 55 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

1. (1) Clause (b) of the definition of “beef carcass” in section 1 of Regulation 55 of the Revised Regulations of Ontario, 1990 is amended by striking out “or the *Meat Inspection Act (Ontario)* or any regulation made under either of them” at the end and substituting “the regulations made under that Act or Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001*”.

(2) Clause (b) of the definition of “veal carcass” in section 1 of the Regulation is amended by striking out “or the *Meat Inspection Act (Ontario)* or any regulation made under either of them” at the end and substituting “the regulations made under that Act or Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001*”.

2. This Regulation comes into force on June 1, 2005.

23/05

**ONTARIO REGULATION 232/05**

made under the

**COMMITMENT TO THE FUTURE OF MEDICARE ACT, 2004**

Made: May 18, 2005

Filed: May 19, 2005

Amending O. Reg. 288/04

(General)

Note: Ontario Regulation 288/04 has not previously been amended.

**1. Ontario Regulation 288/04 is amended by adding the following section:****s. 11 of the Act**

4.1 (1) The following circumstances and conditions are prescribed for the purposes of subsection 11 (6) of the Act:

1. If a physician or designated practitioner who has notified the General Manager under subsection 11 (2) of the Act subsequently submits an account directly to the Plan for the performance of insured services rendered to an insured person, he or she shall not be deemed by doing so to have notified the General Manager under subsection 11 (4) of the Act that he or she intends to submit his or her accounts directly to the Plan if the physician or designated practitioner makes a direction regarding the payment of this account under section 16.1 of the *Health Insurance Act*.

(2) The following circumstances and conditions are prescribed for the purposes of subsection 11 (7) of the Act:

1. Where a physician or designated practitioner who has notified the General Manager under subsection 11 (2) of the Act makes a direction regarding the payment of an account for insured services under section 16.1 of the *Health Insurance Act*, subsection 10 (3) of the Act applies in respect of that account.

**2. This Regulation shall be deemed to have come into force on September 23, 2004.**

23/05

**ONTARIO REGULATION 233/05**

made under the

**CHIROPRACTIC ACT, 1991**

Made: March 11, 2005

Approved: May 18, 2005

Filed: May 19, 2005

Amending O. Reg. 204/94

(General)

Note: Ontario Regulation 204/94 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).**1. Ontario Regulation 204/94 is amended by adding the following Part:****PART III  
QUALITY ASSURANCE****GENERAL**

9. In this Part,

“assessor” means an assessor appointed under section 81 of the Health Professions Procedural Code;

“Committee” means the Quality Assurance Committee of the College;

“deficient clinical ability” means, in relation to a member, a level of knowledge, skill or judgment that makes the member’s clinical performance unsatisfactory;

“Program” means the Quality Assurance Program of the College.

**10.** The purposes of the Program are,

- (a) to encourage continuous improvement in the quality of care provided by members; and
- (b) to improve results in patient treatment.

**11.** Every member shall participate in the Program.

#### PROGRAM COMPONENTS

**12.** The Committee shall administer the Program, which shall include the following components:

- 1. Random peer assessments.
- 2. Individual member remediation.
- 3. X-ray peer reviews.

#### RANDOM PEER ASSESSMENT

**13.** (1) Each year, the College shall select at random the names of members required to undergo a peer assessment.

(2) A member shall undergo a peer assessment if selected at random under subsection (1).

(3) The purpose of a peer assessment is to evaluate a member’s knowledge, skills or judgment to ensure his or her continuing competence and adherence to the standards of practice of the profession.

**14.** (1) In appointing an assessor to conduct a peer assessment, the Committee shall,

- (a) appoint an assessor who is familiar with the methods used by the member who is to be assessed; and
- (b) if the member being assessed is certified in a specialty recognized by the College, appoint an assessor who is certified in the same specialty.

(2) No member of the College who sat on a panel of the Discipline Committee that heard allegations against a member shall be appointed as an assessor in respect of that member.

(3) No member who has demonstrated antagonism towards another member or towards a form of treatment offered by that member shall be appointed as an assessor in respect of the member.

**15.** (1) The Registrar shall notify a member who is required to undergo a peer assessment of the name of the assessor.

(2) The member who is required to undergo a peer assessment may make one request that another assessor be appointed by the Committee upon being notified under subsection (1) and before the assessor commences the assessment.

(3) The Committee, on receiving a request under subsection (2), may replace the assessor with another assessor.

**16.** (1) After having completed an assessment, the assessor shall give the Committee and the member who was assessed a written report of the assessment.

(2) The member may submit to the Committee comments or responses that he or she wishes to have noted with respect to the assessment.

(3) The Committee may decide, after considering the assessor’s report and the member’s comments, if any,

- (a) that no further action is necessary;
- (b) to give the member an opportunity to correct a deficient clinical ability identified by the Committee as a result of the peer assessment; or
- (c) to require the member to participate in a member remediation program and follow-up assessment under section 17.

(4) If the Committee gives the member an opportunity to correct a deficient clinical ability under clause (3) (b), it may require the member to undergo a peer reassessment.

(5) A member shall not be required to undergo more than two peer reassessments under subsection (4).

(6) Subsections (1), (2) and (3) apply with necessary modifications to a reassessment under subsection (4).

#### INDIVIDUAL MEMBER REMEDIATION

**17.** (1) The Committee may require a member to participate in a remediation program if,

(a) the member has been referred to the Committee from the Executive Committee or the Complaints Committee in relation to alleged behaviour or remarks of a sexual nature by the member towards a patient that are not of a clinical nature appropriate to the service provided and the member has undergone a psychological or other assessment relating to the alleged behaviour or remarks; or

(b) the Committee is, after the member has undergone a peer assessment under section 16, of the opinion that the member has a deficient clinical ability that may be remediable.

(2) The remediation program shall be an educational program designed specifically to reduce or eliminate the member's deficient clinical ability or propensity to engage in behaviour or remarks of a sexual nature towards patients that are not of a clinical nature appropriate to the service provided.

(3) In the case of a member who is required to participate in a remediation program under clause (1) (b), the Committee may, after a member has completed a remediation program under this section, require the member to undergo another peer assessment.

(4) A member shall not be required to undergo more than two reassessments under subsection (3).

(5) Subsections 16 (1), (2) and (3) apply with necessary modifications to a peer reassessment under subsection (3).

#### X-RAY PEER REVIEW

**18.** (1) Every member shall participate in the College's x-ray peer review program.

(2) The x-ray peer review program in an assessment and remediation program designed to reduce or eliminate the member's deficient clinical ability with respect to taking or interpreting x-rays.

(3) During an x-ray peer review, one or more assessors shall,

(a) review another member's reports written by the member in which he or she interprets x-rays; and

(b) in the case of a member who takes his or her own x-rays, review x-rays taken by the member.

(4) After having completed the x-ray peer review, the assessors who conducted the review shall submit a written report to the Committee and give the member a copy.

(5) The member may submit to the Committee comments or responses that he or she wishes to have noted with respect to the review.

(6) If, after having reviewed the report and the comments submitted by the member under subsection (5), if any, the Committee believes that the member is deficient in taking or interpreting x-rays, it may require that the member participate in a remediation program designed to correct the deficiency.

(7) The Committee may, after a member has completed a remediation program under this section, require the member to undergo one additional x-ray peer review.

(8) Subsections (1) to (6) apply with necessary modifications to an x-ray peer review under subsection (7).

Made by:

COUNCIL OF THE COLLEGE OF CHIROPRACTORS OF ONTARIO:

JOAN WILLSON  
*Registrar*

R. ANDREW POTTER  
*President*

Date made: March 11, 2005.

23/05

**ONTARIO REGULATION 234/05**

made under the

**MASSAGE THERAPY ACT, 1991**

Made: March 24, 2005  
Approved: May 18, 2005  
Filed: May 19, 2005

Amending O. Reg. 864/93  
(Registration)

Note: Ontario Regulation 864/93 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. (1) Subparagraph 1 i of subsection 5 (1) of Ontario Regulation 864/93 is amended by striking out “or” at the end of sub-subparagraph A and by revoking sub-subparagraph B and substituting the following:**

- B. successfully completed a course in massage therapy at an educational institution outside of Ontario that the Registration Committee considers to be equivalent to the educational program currently being taught in schools and colleges referred to in sub-subparagraph A, or
- C. qualifications equivalent to those provided by the educational program currently being taught in schools and colleges referred to in sub-subparagraph A, or

**(2) Section 5 of the Regulation is amended by adding the following subsections:**

(3) For the purposes of sub-subparagraph 1 i B of subsection (1), a course is equivalent to the educational program currently being taught in schools and colleges referred to in sub-subparagraph 1 i A of subsection (1) only if, in the opinion of the Registration Committee, it provides equivalent competencies to the competencies being taught in those schools and colleges at the time of the application.

(4) For the purposes of sub-subparagraph 1 i C of subsection (1), an applicant's qualifications are equivalent to those provided by the educational program currently being taught in schools and colleges referred to in sub-subparagraph 1 i A of subsection (1) if the Registration Committee determines, by means of a prior-learning assessment of the applicant, that such qualifications have afforded to the applicant sufficient preparation in competencies equivalent to those being taught in the educational program at the time of the application to permit the applicant to practise safely, competently and without supervision in accordance with the regulations and the standards of practice of the College.

Made by:

COUNCIL OF THE COLLEGE OF MASSAGE THERAPISTS OF ONTARIO:

RICK OVEREEM  
*President*

D. WORRAD  
*Registrar*

Date made: March 24, 2005.

23/05

**ONTARIO REGULATION 235/05**  
made under the  
**RESPIRATORY THERAPY ACT, 1991**

Made: February 11, 2005  
Approved: May 18, 2005  
Filed: May 19, 2005

Amending O. Reg. 596/94  
(General)

Note: Ontario Regulation 596/94 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. Paragraph 4 of subsection 53 (1) Ontario Regulation 596/94 is amended by striking out “Immigration Act (Canada)” and substituting “Immigration and Refugee Protection Act (Canada)”.**

**2. (1) Subsection 54 (6) of the Regulation is revoked and the following substituted:**

(6) Subject to subsections (7), (8) and (9), the requirements in subsections (2) and (4) are non-exemptible.

**(2) Section 54 of the Regulation is amended by adding the following subsections:**

(8) An applicant is exempt from the requirements of subsections (2) and (4) if,

(a) the applicant,

(i) is registered with a statutory regulator of practitioners of respiratory therapy in another jurisdiction in Canada and has a general or full registration status that is not subject to individual terms, conditions or limitations, or

(ii) is a member of a professional association of practitioners of respiratory therapy in another jurisdiction in Canada that does not have a statutory regulatory body for practitioners of respiratory therapy, if the professional association is recognized by the Registration Committee and the applicant has a general or full membership status in the professional association that is not subject to individual terms, conditions or limitations;

(b) the applicant has safely practised the profession in that jurisdiction, with the general or full registration or membership status that is not subject to individual terms, conditions or limitations, for at least 720 hours within the four years before the date of the application; and

(c) the occupational standards and requirements for practitioners of respiratory therapy who are registered in that jurisdiction or who are members of a recognized professional association in that jurisdiction, as the case may be, are, in the opinion of the Registration Committee, substantially equivalent to those for respiratory therapists registered in Ontario.

(9) An applicant who would meet the requirements of subsection (8) except for having a registration or membership status that is subject to individual terms, conditions or limitations is exempt from the requirements of subsections (2) and (4) and may be registered with similar terms, conditions or limitations if the Registration Committee believes that to do so would be in the public interest.

**3. Sections 60, 61 and 62 of the Regulation are revoked and the following substituted:**

**60.** A member who holds a certificate of registration listed in Column 1 of the following Table,

(a) may use a title listed in Column 2 or 3 opposite the certificate of registration; and

(b) shall use the designation listed in Column 4 opposite the certificate of registration.

Column 1	Column 2	Column 3	Column 4
Certificate of Registration	English Title	French Title	Designation
General	Registered Respiratory Therapist; or Respiratory Therapist	Thérapeute Respiratoire Autorisé(e); or Thérapeute Respiratoire	RRT
Graduate	Graduate Respiratory Therapist	Thérapeute Respiratoire Diplômé(e)	GRT
Limited	Practical Respiratory Therapist	Thérapeute Respiratoire Auxiliaire	PRT

Made by:

COUNCIL OF THE COLLEGE OF RESPIRATORY THERAPISTS OF ONTARIO:

JAMES B. MCCORMICK  
*President*

GORD HYLAND  
*Registrar*

Date made: February 11, 2005.

23/05

## ONTARIO REGULATION 236/05

made under the

### BUILDING CODE ACT, 1992

Made: May 18, 2005  
Filed: May 19, 2005

Amending O. Reg. 403/97  
(Building Code)

Note: Ontario Regulation 403/97 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. (1) The following provisions of Ontario Regulation 403/97 are amended by striking out “June 30, 2005” and substituting “December 31, 2005”:**

1. Sentence 2.4.1.1B. (1) in the portion before Clause (a).
2. Sentence 2.4.1.1B. (2).

(2) Table 2.4.1.1B. to Sentence 2.4.1.1B. (9) of the Regulation, as remade by section 1 of Ontario Regulation 146/05, is amended by striking out “Articles 3.2.8.2.” in Column 2 of Clause (b) of Row 4 and substituting “Articles 3.2.8.3.”.

**2. The following provisions of the Regulation are amended by striking out “June 30, 2005” and substituting “December 31, 2005”:**

1. Clause 2.16.1.1. (1) (a) in the portion before Subclause (i).
2. Clause 2.16.1.1. (1) (c).

**3. The following provisions of the Regulation are amended by striking out “July 1, 2005” and substituting “January 1, 2006”:**

1. Subparagraph 1 i of Sentence 2.16.2.1. (3).
2. Subparagraph 2 i of Sentence 2.16.2.1. (3).

**4. Sentence 2.16.3.1. (1) of the Regulation is amended by striking out “June 30, 2005” and substituting “December 31, 2005” in the portion before Clause (a).**

**5. Subparagraph 2 i of Sentence 2.16.4.1. (3) of the Regulation is amended by striking out “July 1, 2005” and substituting “January 1, 2006”.**

**6. The following provisions of the Regulation are amended by striking out “June 30, 2005” and substituting “December 31, 2005”:**

1. Sentence 2.17.1.1. (1).



2. Sentence 2.17.2.1. (1).
3. Sentence 2.17.2.2. (1).
4. Sentence 2.17.4.1. (1) in the portion before Clause (a).
5. Sentence 2.17.5.1. (1) in the portion before Clause (a).

7. The following provisions of the Regulation are amended by striking out “July 1, 2005” and substituting “January 1, 2006”:

1. Clause 2.17.4.1. (3) (n).
2. Clause 2.17.5.1. (2) (k).

8. Table 2.20.2.1. to Sentence 2.20.2.1. (1) of the Regulation is amended,

- (a) by striking out “Articles 3.2.8.2” in Column 4 of Row 4 and substituting “Articles 3.2.8.3”; and
- (b) by striking out “Row 7” in Column 4 of Clause (c) of Row 8 and substituting “Row 7 or 11”.

9. (1) Subsection 2.23.1. of the Regulation is revoked.

(2) The Regulation is amended by adding the following Subsection:

#### 2.23.1. Fees

##### 2.23.1.1. Annual Report

(1) The report referred to in Subsection 7 (4) of the Act shall contain the following information in respect of fees authorized under Clause 7 (1) (c) of the Act:

- (a) total fees collected in the 12-month period ending no earlier than three months before the release of the report,
- (b) the direct and indirect costs of delivering services related to the administration and enforcement of the Act in the area of jurisdiction of the *principal authority* in the 12-month period referred to in Clause (a),
- (c) a break-down of the costs described in Clause (b) into at least the following categories:
  - (i) direct costs of administration and enforcement of the Act, including the review of applications for permits and inspection of *buildings*, and
  - (ii) indirect costs of administration and enforcement of the Act, including support and overhead costs, and
- (d) if a reserve fund has been established for any purpose relating to the administration or enforcement of the Act, the amount of the fund at the end of the 12-month period referred to in Clause (a).

(2) The *principal authority* shall give notice of the preparation of a report under Subsection 7 (4) of the Act to every person and organization that has requested that the *principal authority* provide the person or organization with such notice and has provided an address for the notice.

##### 2.23.1.2. Change of Fees

(1) Before passing a by-law, regulation or resolution under Clause 7 (1) (c) of the Act to introduce or change a fee imposed for applications for a permit or for the issuance of a permit, a *principal authority* shall

- (a) hold at least one public meeting at which any person who attends has an opportunity to make representations with respect to the matter,
- (b) ensure that a minimum of 21 days notice of the public meeting is given in accordance with Clause (c), including giving 21 days notice to every person and organization that has, within five years before the day of the public meeting, requested that the *principal authority* provide the person or organization with such notice and has provided an address for the notice,
- (c) ensure that the notice under Clause (b),
  - (i) sets out the intention of the *principal authority* to pass the by-law, regulation or resolution under Section 7 of the Act and whether the by-law, regulation or resolution would impose any fee that was not in effect on the day the notice is given or would change any fee that was in force on the day the notice is given,
  - (ii) is sent by regular mail to the last address provided by the person or organization that requested the notice in accordance with Clause (b), and
  - (iii) sets out the information described in Clause (d) or states that the information will be made available at no cost to any member of the public upon request, and
- (d) make the following information available to the public:

- (i) an estimate of the costs of administering and enforcing the Act by the *principal authority*,
- (ii) the amount of the fee or of the change to the existing fee, and
- (iii) the rationale for imposing or changing the fee.

**10. (1) Subject to subsections (2) and (3), this Regulation comes into force on the day it is filed.**

**(2) Section 1 and subsection 9 (1) come into force on July 1, 2005.**

**(3) Subsection 9 (2) comes into force on January 1, 2006.**

23/05

## ONTARIO REGULATION 237/05

made under the

### INSURANCE ACT

Made: May 18, 2005

Filed: May 20, 2005

Amending O. Reg. 777/93

(Statutory Conditions — Automobile Insurance)

Note: Ontario Regulation 777/93 has previously been amended. Those amendments are listed in the [Table of Regulations – Legislative History Overview](#) which can be found at [www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca).

**1. (1) Clause (b) of subcondition (1.3) of statutory condition 11 of the Schedule to Ontario Regulation 777/93 is amended by striking out “midnight” and substituting “12:01 a.m.”.**

**(2) Subcondition (1.5) of statutory condition 11 of the Schedule to the Regulation is amended by striking out “midnight” and substituting “12:01 a.m.”.**

**(3) Subcondition (5) of statutory condition 11 of the Schedule to the Regulation, as remade by subsection 1 (3) of Ontario Regulation 45/05, is amended by striking out “the day of mailing” at the end and substituting “the day after the day of mailing”.**

**2. This Regulation comes into force on June 1, 2005.**

## RÈGLEMENT DE L'ONTARIO 237/05

pris en application de la

### LOI SUR LES ASSURANCES

pris le 18 mai 2005

déposé le 20 mai 2005

modifiant le Règl. de l'Ont. 777/93

(Conditions légales — assurance-automobile)

Remarque : Le Règlement de l'Ontario 777/93 a été modifié antérieurement. Ces modifications sont indiquées dans le [Sommaire de l'historique législatif des règlements](#) qui se trouve sur le site [www.lois-en-ligne.gouv.on.ca](http://www.lois-en-ligne.gouv.on.ca).

**1. (1) L'alinéa b) de la sous-condition (1.3) de la condition légale 11 de l'annexe du Règlement de l'Ontario 777/93 est modifié par substitution de «0 heure 1 minute» à «minuit».**

**(2) La sous-condition (1.5) de la condition légale 11 de l'annexe du Règlement est modifiée par substitution de «0 heure 1 minute» à «minuit».**

(3) La sous-condition (5) de la condition légale 11 de l'annexe du Règlement, telle qu'elle est prise de nouveau par le paragraphe 1 (3) du Règlement de l'Ontario 45/05, est modifiée par insertion de «le lendemain de» après «réputé».

2. Le présent règlement entre en vigueur le 1<sup>er</sup> juin 2005.

23/05

**ONTARIO REGULATION 238/05**  
made under the  
**PUBLIC ACCOUNTING ACT, 2004**

Made: May 18, 2005  
Filed: May 20, 2005

**GENERAL**

THE PUBLIC ACCOUNTANTS COUNCIL

**Composition and appointment of Council**

1. (1) The Council shall be composed of,
  - (a) nine members who are independent of a designated body and who are appointed by the Lieutenant Governor in Council;
  - (b) four members who are appointed by the Institute of Chartered Accountants of Ontario;
  - (c) two members who are appointed by the Certified General Accountants Association of Ontario; and
  - (d) two members who are appointed by Society of Management Accountants of Ontario.
- (2) The members of the Council who are appointed under clauses (1) (b), (c) and (d) shall present evidence of their appointment to the Chair or the administrator of the Council before serving as a member.
- (3) The Lieutenant Governor in Council may change the composition of the Council at any time, including,
  - (a) if a designated body ceases to exist; or
  - (b) if one designated body merges with another designated body.

**Term of office**

2. (1) Each member shall be appointed by the Lieutenant Governor in Council or designated body, as the case may be, to hold office for a term of up to three years from the date of his or her appointment.
- (2) A member may be reappointed for up to four additional terms.

**Chair and vice-Chair**

3. (1) The Chair and the vice-Chair shall hold office for two years from the date of their appointment.
- (2) The Chair and vice-Chair may be reappointed for an additional term.
- (3) The vice-Chair may be appointed Chair for up to two terms, in addition to any terms the person may have served as vice-Chair and to any time spent replacing the Chair during his or her term as vice-Chair.

PUBLIC ACCOUNTING SERVICES

**Limitation on public accounting services**

4. (1) For the purposes of section 2 of the Act, the practice of public accounting does not include providing any of the services listed in that section, if they are provided without reward.
- (2) This section is revoked on the second anniversary of the day this Regulation came into force.

COMPILATIONS

**Notice re compilations**

5. (1) Subject to subsection (4), the notice in subsection 2 (3) of the Act shall be comprised of,

- (a) a notice that in English is entitled “Notice to Reader” using the language set out in subsection (2) and a notice on each page of the compilation or associated materials stating in English “Unaudited — see Notice to Reader”; and
- (b) a notice that in French is entitled “Avis au lecteur” using the language set out in subsection (3) and a notice on each page of the compilation or associated materials stating in French “Non vérifié — voir l’Avis au lecteur”.
- (2) The Notice to Reader in English shall use the following language:
- I have compiled the balance sheet of [*name of client*] as at [*date*] and the statements of income, retained earnings and cash flows for the [*specify period*] then ended from information provided [*by management or by proprietor, specify*]. I have not audited, reviewed or otherwise attempted to verify the accuracy or completeness of such information. Readers are cautioned that these statements may not be appropriate for their purposes.
- (3) The Notice to Reader in French shall use the following language:
- J’ai compilé le bilan de [*nom du client*] au [*date*], ainsi que les états des résultats, des bénéfices non répartis et des flux de trésorerie de [*préciser la période*] terminée à cette date, à partir des renseignements fournis par [*la direction ou le propriétaire, selon le cas*]. Je n’ai procédé ni à une vérification ni à un examen et je n’ai pris aucune autre mesure pour m’assurer de l’exactitude et de l’intégralité de ces renseignements. Le lecteur doit garder à l’esprit que ces états risquent de ne pas convenir à ses fins.
- (4) The notice under this section,
- (a) shall be in English, if the compilation or associated materials are in English;
- (b) shall be in French, if the compilation and associated materials are in French; or
- (c) shall be in English and French, if the compilation and associated materials are in English and French.
- (5) The Lieutenant Governor in Council shall review any recommendation from the Council in respect of the wording of the notice under this section and shall replace, modify or confirm the wording of the notice within 120 days after receiving the recommendation of the Council.

TRANSITION — LICENSEES ETC.

**Transition date — March 1, 2006**

6. For the purposes of subsections 44 (1), (2), (3) and (5) of the Act, March 1, 2006 is the prescribed date.

**Commencement**

7. **This Regulation comes into force on the later of the day section 42 of the *Public Accounting Act, 2004* is proclaimed in force and the day it is filed.**

**RÈGLEMENT DE L’ONTARIO 238/05**

pris en application de la

**LOI DE 2004 SUR L’EXPERTISE COMPTABLE**

pris le 18 mai 2005  
déposé le 20 mai 2005

**DISPOSITIONS GÉNÉRALES**

CONSEIL DES EXPERTS-COMPTABLES

**Composition du Conseil et nominations**

1. (1) Le Conseil se compose des membres suivants :
- (a) neuf membres qui sont indépendants d’un organisme désigné et qui sont nommés par le lieutenant-gouverneur en conseil;
- (b) quatre membres qui sont nommés par l’Institut des comptables agréés de l’Ontario;
- (c) deux membres qui sont nommés par l’Association des comptables généraux accrédités de l’Ontario;

d) deux membres qui sont nommés par la Société des comptables en management de l'Ontario.

(2) Les membres du Conseil qui sont nommés aux termes des alinéas (1) b), c) et d) doivent présenter la preuve de leur nomination au président ou à l'administrateur du Conseil avant d'agir en qualité de membre.

(3) Le lieutenant-gouverneur en conseil peut modifier la composition du Conseil à tout moment, notamment si, selon le cas :

- a) un organisme désigné cesse d'exister;
- b) un organisme désigné fusionne avec un autre.

#### **Mandat**

2. (1) Chaque membre est nommé par le lieutenant-gouverneur en conseil ou par un organisme désigné, selon le cas, pour un mandat d'au plus trois ans à compter de la date de sa nomination.

(2) Le mandat d'un membre peut être renouvelé quatre fois au plus.

#### **Président et vice-président**

3. (1) Le président et le vice-président sont nommés pour un mandat de deux ans à compter de la date de leur nomination.

(2) Le mandat du président et du vice-président peut être renouvelé une fois.

(3) Le vice-président peut être nommé président pour deux mandats au plus, outre les mandats qu'il a pu remplir comme vice-président et les périodes où il a remplacé le président au cours de son mandat de vice-président.

### SERVICES D'EXPERTISE COMPTABLE

#### **Restriction relative aux services d'expertise comptable**

4. (1) Pour l'application de l'article 2 de la Loi, l'exercice de l'expertise comptable exclut la fourniture sans rémunération des services énumérés à cet article.

(2) Le présent article est abrogé le deuxième anniversaire du jour de l'entrée en vigueur du présent règlement.

### COMPILATIONS

#### **Avis relatif aux compilations**

5. (1) Sous réserve du paragraphe (4), l'avis visé au paragraphe 2 (3) de la Loi est constitué de ce qui suit :

- a) un avis intitulé en anglais «Notice to Reader», libellé de la façon indiquée au paragraphe (2), et un avis sur chaque page de la compilation ou des documents afférents qui indique en anglais «Unaudited — see Notice to Reader»;
- b) un avis intitulé en français «Avis au lecteur», libellé de la façon indiquée au paragraphe (3), et un avis sur chaque page de la compilation ou des documents afférents qui indique en français «Non vérifié — voir l'Avis au lecteur».

(2) L'Avis au lecteur en version anglaise est libellé comme suit :

I have compiled the balance sheet of [*name of client*] as at [*date*] and the statements of income, retained earnings and cash flows for the [*specify period*] then ended from information provided [*by management or by proprietor, specify*]. I have not audited, reviewed or otherwise attempted to verify the accuracy or completeness of such information. Readers are cautioned that these statements may not be appropriate for their purposes.

(3) L'Avis au lecteur en version française est libellé comme suit :

J'ai compilé le bilan de [*nom du client*] au [*date*], ainsi que les états des résultats, des bénéfices non répartis et des flux de trésorerie de [*préciser la période*] terminée à cette date, à partir des renseignements fournis par [*la direction ou le propriétaire, selon le cas*]. Je n'ai procédé ni à une vérification ni à un examen et je n'ai pris aucune autre mesure pour m'assurer de l'exactitude et de l'intégralité de ces renseignements. Le lecteur doit garder à l'esprit que ces états risquent de ne pas convenir à ses fins.

(4) L'avis prévu au présent article :

- a) est rédigé en anglais, si la compilation ou les documents afférents sont en anglais;
- b) est rédigé en français, si la compilation et les documents afférents sont en français;
- c) est rédigé en anglais et en français, si la compilation et les documents afférents sont en anglais et en français.

(5) Le lieutenant-gouverneur en conseil examine toute recommandation du Conseil formulée à l'égard du libellé de l'avis visé au présent article et remplace, modifie ou confirme ce libellé au plus tard 120 jours après avoir reçu la recommandation du Conseil.

## TRANSITION — TITULAIRES DE PERMIS, ETC.

**Date de la transition : le 1<sup>er</sup> mars 2006**

6. Pour l'application des paragraphes 44 (1), (2), (3) et (5) de la Loi, le 1<sup>er</sup> mars 2006 est la date prescrite.

**Entrée en vigueur**

7. Le présent règlement entre en vigueur le jour où l'article 42 de la *Loi de 2004 sur l'expertise comptable* est proclamé en vigueur ou, s'il lui est postérieur, le jour de son dépôt.

23/05

NOTE: The Table of Regulations – Legislative History Overview and other tables related to regulations can be found at the e-Laws website ([www.e-Laws.gov.on.ca](http://www.e-Laws.gov.on.ca)) under Tables. Consolidated regulations may also be found at that site by clicking on Statutes and associated Regulations under Consolidated Law.

REMARQUE : On trouve le Sommaire de l'historique législatif des règlements et d'autres tables liées aux règlements sur le site Web Lois-en-ligne ([www.lois-en-ligne.gouv.on.ca](http://www.lois-en-ligne.gouv.on.ca)) en cliquant sur «Tables». On y trouve également les règlements codifiés en cliquant sur le lien Lois et règlements d'application sous la rubrique «Textes législatifs codifiés».

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## TEXTE D'INFORMATION POUR LA GAZETTE DE L'ONTARIO

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