

## APPENDIX

### Insurance Act

#### **AUTOMOBILE ACCIDENT INSURANCE BENEFITS AMENDMENT REGULATION**

**1** The *Automobile Accident Insurance Benefits Regulations* (AR 352/72) are amended by this Regulation.

**2** Sections 1 and 2 are amended by striking out “313” and substituting “629”.

**3** The following is added after section 3:

**4(1)** The Superintendent may prescribe fees and disbursements or the maximum fees and disbursements to be paid for any service, supply, report or any other activity or function necessitated by, described in or referred to in this Regulation.

**(2)** The fees and disbursements or maximum fees and disbursements prescribed under subsection (1) must be published in The Alberta Gazette.

**5** For the purpose of ensuring that this Regulation is reviewed for ongoing relevancy and necessity, with the option that it may be re-passed in its present or an amended form following a review, this Regulation expires on September 30, 2011.

**4** Schedule “A”, Section B - Accident Benefits is amended in the introductory words by striking out “to or”.

**5** Schedule “A”, Section B - Accident Benefits, Subsection 1 - Medical Payments and Funeral Benefits is repealed and the following is substituted:

#### **Subsection 1 - Medical Payments**

**(1)** In respect of

- (a) injuries to which the *Diagnostic and Treatment Protocols Regulation* applies and that are diagnosed and treated in accordance with the protocols under

that Regulation, the expenses payable for any service, diagnostic imaging, laboratory testing, specialized testing, supply, treatment, visit, therapy, assessment or making a report, or any other activity or function authorized under that Regulation, and payment must be made in the manner and subject to the provisions of that Regulation, notwithstanding anything to the contrary in Section B, and

(b) injuries

(i) to which the *Diagnostic and Treatment Protocols Regulation* applies but that are not diagnosed and treated in accordance with the protocols under that Regulation,

(ii) to which the *Diagnostic and Treatment Protocols Regulation* ceases to apply but for which the insured person wishes to make a claim under provision (3) of “Special Provisions, Definitions, and Exclusions of Section B”, and

(iii) to which Section B applies, other than those injuries referred to in subclauses (i) and (ii),

all reasonable expenses incurred within 2 years from the date of the accident as a result of those injuries for necessary medical, surgical, chiropractic, dental, hospital, psychological, physical therapy, occupational therapy, massage therapy, acupuncture, professional nursing and ambulance services and, in addition, for other services and supplies that are, in the opinion of the insured person’s attending physician and in the opinion of the Insurer’s medical advisor, essential for the treatment or rehabilitation of the injured person,

to the limit of \$50 000 per person.

(2) Notwithstanding provision (1),

(a) expenses payable in respect of chiropractic services provided under provision (1)(b) are limited to \$750 per person;

- (b) expenses payable in respect of massage therapy services provided under provision (1)(b) are limited to \$250;
- (c) expenses payable in respect of acupuncture services provided under provision (1)(b) are limited to \$250.

(3) Subject to provision (4), the Insurer is not liable under this provision for those portions of expenses payable or recoverable under any medical, surgical, dental or hospitalization plan or law or, except for similar insurance provided under another automobile insurance contract, under any other insurance contract or certificate issued to or for the benefit of any insured person.

(4) Except for those portions of expenses payable or recoverable under any law, provision (3) does not apply to expenses payable or recoverable for an injury to which the *Diagnostic and Treatment Protocols Regulation* applies.

**6 Schedule "A", Section B - Accident Benefits, Subsection 2 - Death and Total Disability is amended**

- (a) in the heading to Subsection 2 by adding ", Grief Counselling, Funeral" after "Death";
- (b) in the heading to Part 1 - Death Benefits by adding ", Grief Counselling and Funeral" after "Death";
- (c) in Part 1 - Death, Grief Counselling and Funeral Benefits, by repealing provision A and substituting the following:

A Subject to the provisions of this Part 1, for death, a payment of a principal sum - based on the age and status at the date of the accident of the deceased in a household where the head of the household or the spouse/adult interdependent partner or dependants survive - of the following amount:

Age of Deceased at Date of Accident	Status of Deceased at Date of Accident		
	Head of Household	Spouse/Adult Interdependent Partner	Dependent Relative
Up to age of 4 years	-	-	\$1000
5 to 9 years	-	-	2000
10 to 17 years	\$10 000	\$10 000	3000
18 to 64 years	10 000	10 000	2000
65 to 69 years	10 000	10 000	2000
70 years and over	10 000	10 000	1000

In addition, funeral service expenses up to the amount of \$2000 in respect of the death of any one person.

In addition, grief counselling expenses up to the amount of \$400 per family in respect of the death of any one person.

In addition, with respect to the death of the head of household,

- (a) where there are 2 or more survivors who are
  - (i) a spouse/adult interdependent partner and one or more dependent relatives, or
  - (ii) 2 or more dependent relatives,the principal sum payable is increased 20% for each survivor other than the first, and
- (b) where there is a spouse/adult interdependent partner or dependent relative survivor living in the household, the death benefit is increased
  - (i) by \$15 000 for the first spouse/adult interdependent partner or dependent relative survivor, and
  - (ii) by a subsequent \$4000 for each of the remaining survivors.

**(d) in Part 1 - Death, Grief Counselling and Funeral Benefits, under the heading "For the Purposes of this Part 1"**

**(i) in provision (2)**

**(A) in clause (a) by striking out "spouse" and substituting "spouse/adult interdependent partner";**

**(B) by repealing clause (b) and substituting the following:**

(b) 18 years of age or over and residing in the same dwelling premises as the head of household who, because of mental or physical infirmity, is principally dependent on the head of household or the spouse/adult interdependent partner of the head of household (or both the head of household and the spouse/adult interdependent partner) for financial support;

**(ii) by adding the following after provision (2):**

**(2.1)** If the head of household has both a spouse and an adult interdependent partner, a reference to spouse/adult interdependent partner or surviving spouse/adult interdependent partner means

(a) the spouse or surviving spouse, or

(b) the adult interdependent partner or surviving adult interdependent partner

living in the same dwelling premises as the head of household.

**(iii) in provisions (3), (4) and (5) by striking out "spouse" wherever it occurs and substituting "spouse/adult interdependent partner";**

**(iv) by adding the following after provision (7):**

**(8)** The amount payable under this Part for grief counselling is payable to the spouse/adult interdependent

partner or other immediate family member of the deceased in respect of grief counselling for the immediate family members of an insured person who dies as a result of the accident.

**(e) in Part II - Total Disability, under the heading "Amount of Weekly Benefit"**

**(i) in clause (b) of the description of the weekly benefit, by adding "occupation or" before "employment" and by striking out "or 2(B)";**

**(ii) by striking out "clause (3)" and substituting "provision (3)";**

**(iii) by repealing provision (1) and substituting the following:**

**(1)** an insured person who is not engaged in an occupation or employment for wages or profit and is completely incapacitated and unable to perform any of his or her household duties shall, while so incapacitated, receive \$100 per week for not more than 26 weeks;

**(iv) by adding the following after provision (1):**

**(1.1)** average gross weekly earnings is the greater of

(a) average gross weekly earnings from an occupation or employment for the 4 weeks preceding the accident, and

(b) average gross weekly earnings from an occupation or employment for the 52 weeks preceding the accident;

**(v) by repealing provision (3) and substituting the following:**

**(3)** if the benefits for loss of time payable under this Part, together with benefits for loss of time under another contract, including a contract of group accident insurance and a life insurance contract providing disability insurance, exceed the average gross weekly earnings of the insured person, the weekly benefit shall be calculated in accordance with the following formula:

$$WB = \frac{80\% \text{ of } WE}{PB + OB} \times PB$$

where

WB is the weekly benefit,

WE is the average gross weekly earnings of the insured person,

PB is the lesser of \$300 and 80% of WE,

OB is the total of all other weekly benefits payable to the insured person under other contracts, including a contract of group accident insurance and a life insurance contract providing disability insurance, excluding benefits under the *Employment Insurance Act* (Canada) and the *Canada Pension Plan* (Canada);

**7 Schedule “A”, Section B - Accident Benefits, Subsection 2(A) - Supplemented Benefits Respecting Accidents Occurring Outside Alberta in a No-fault Jurisdiction is amended in section 2A(1)(c)(ii)(A), (iv)(A) and (v)(A) by striking out “spouse” wherever it occurs and substituting “spouse/adult interdependent partner”.**

**8 Schedule “A”, Section B - Accident Benefits is amended under the heading “Special Provisions, Definitions, and Exclusions of Section B”**

- (a) in provision (1)(b), (d), (e) and (f) by striking out “spouse” wherever it occurs and substituting “spouse/adult interdependent partner”;**
- (b) in provision (1)(b)(i) by striking out “spouses” and substituting “spouses/adult interdependent partners”;**
- (c) by adding the following after provision (1):**

**(1.1)** “Prescribed claim form” Defined - In this section, the words “prescribed claim form” mean a form prescribed by the Minister under section 803 of the *Insurance Act*.

(1.2) "Spouse/adult interdependent partner" Defined - In this section, the words "spouse/adult interdependent partner" mean the spouse or adult interdependent partner, as the case may be.

(d) in provision (2)(a) by striking out "clause (I)" and substituting "provision (1)";

(e) by repealing provision (3) and substituting the following:

(3) Notice and Proof of Claim - Subject to the *Diagnostic and Treatment Protocols Regulation*, the insured person or the insured person's agent, or the person otherwise entitled to make a claim or that person's agent, shall

- (a) deliver personally,
- (b) mail,
- (c) fax, or
- (d) send by e-mail if both parties have agreed to this method of sending and receiving notices and other documents,

a properly completed prescribed claim form, containing at least the information referred to in provision (3.1), to the chief agency or head office of the Insurer in Alberta within 30 days of the accident, or if giving notice within 30 days is not reasonable, as soon as practicable after that.

(3.1) Contents of Claim Form - The completed prescribed claim form must include

- (a) details of the injury, and
- (b) details of the accident that are within the personal knowledge of the insured person.

(3.2) Responsibility for Expenses Related to Completion of Claim Form - The Insurer shall pay all expenses incurred by or on behalf of the insured person in completing the medical report portion of the prescribed claim form.

(3.3) Total Disability Claim - With respect to a total disability claim, the insured person shall, if so required by



the Insurer, furnish a certificate from a duly qualified medical practitioner as to the cause and nature of the accident for which the claim is made and as to the duration of the disability caused thereby.

**(f) in provision (4) by striking out “Medical Reports - The” and substituting “Medical Reports - Subject to provision (4.1), the”;**

**(g) by adding the following after provision (4):**

**(4.1) Exemption -** The Insurer has no right and the claimant is under no obligation under provision (4) with respect to

(a) injuries to which the *Diagnostic and Treatment Protocols Regulation* applies during the period and with respect to any service, diagnostic imaging, laboratory testing, specialized testing, supply, treatment, visit, therapy, assessment, making a report or other activity or function authorized under that Regulation;

(b) subject to provision (4.2), any other injuries for which the following services are provided:

(i) chiropractic services;

(ii) massage therapy services;

(iii) acupuncture services;

(iv) the following services to the extent of the specified limit:

(A) psychological services, up to \$600 per person;

(B) physical therapy services, up to \$600 per person;

(C) occupational therapy services, up to \$600 per person.

**(4.2) Non-application -** Provision (4.1)(b) does not apply to those injuries to which the *Diagnostic and Treatment Protocols Regulation* ceases to apply.

**(h) in provision (6)**

**(i) by repealing clause (a) and substituting the following:**

- (a) Except for the expenses authorized to be paid in accordance with the *Diagnostic and Treatment Protocols Regulation*, all amounts payable under Section B other than benefits under Part II of Subsection 2 shall be paid by the Insurer within 60 days after it has received a completed prescribed claim form. The initial benefits for loss of time under Part II of Subsection 2 shall be paid within 30 days after the Insurer has received the completed prescribed claim form, and payments shall be made thereafter within each 30-day period while the Insurer remains liable for payments if the insured person, whenever required to do so, furnishes, prior to payment, proof of continuing disability.

**(ii) in clause (b) by striking out “3 and 4 hereof” and substituting “(3) and (4)”.**

**(i) by repealing provisions (7) and (8).**

**9 This Regulation comes into force on October 1, 2004.**