

Court of King's Bench of Alberta

Citation: Le Prieur v Aviva Insurance Company of Canada, 2026 ABKB 452

Date: 20260617
Docket: 2403 24443
Registry: Edmonton

Between:

Matthew Le Prieur

Applicant/Cross-Respondent

- and -

Aviva Insurance Company of Canada

Respondent/Cross-Applicant

Reasons for Decision of the Honourable Applications Judge S. Wanke

[1] This insurance coverage application turns on whether an uninsured private electric scooter constitutes an automobile for the purposes of Section B of the standard form Alberta automobile policy. If it is an automobile: Aviva seeks summary dismissal of Mr. Le Prieur's claim. If it is not, Mr. Le Prieur cross-applies for summary judgment.

[2] The parties helpfully provided an agreed Statement of Facts:

- (a) The Plaintiff, Mr. Le Prieur, rode his personal Blade GT-II electric scooter (**E-Scooter**) down a downtown Edmonton bike lane on October 18, 2024.
- (b) A corporate minivan (**Minivan**), driven by an employee, commenced a right-hand turn across the lane into an alleyway. The E-Scooter and the Minivan collided. Mr. Le Prieur was injured and missed work.

- (c) At the time of the collision, the E-Scooter was self-propelled.
- (d) The Minivan was insured with Aviva Insurance Company of Canada (**Aviva**). The policy is the standard form owner's automobile policy approved by the Alberta Superintendent of Insurance, S.P.F. No. 1, the form in effect May 1, 2021 (**Policy**).
- (e) Mr. Le Prieur made a claim as an insured person under Section B of the Policy, which Aviva has denied.

[3] The parties also agree that, under the *Traffic Safety Act*, RSA 2000, c T-6 (**TSA**), the E-Scooter is a miniature motor vehicle. Except for authorized rental e-scooters in Edmonton and Calgary, e-scooters are considered prohibited miniature motor vehicles and are not permitted to be driven on highways, which includes public roads and sidewalks. (See ss 1(1)(p) "highway", (x) "motor vehicle", 117(a)(vi), 119(1)(a), *TSA* and s 59, *Operator Licensing and Vehicle Control Regulation*, Alta Reg 320/2002). As a result, the E-Scooter cannot be registered or insured as a motor vehicle in Alberta.

I. Section B Insurance

[4] Automobile insurance policies are highly regulated. Section B coverage is a mandatory part of all automobile insurance; its terms are set out verbatim in Schedule A of the *Automobile Accident Insurance Benefits Regulations*, Alta Reg 352/1972.

[5] Section B provides limited, basic coverage: medical expenses (\$50,000 maximum), disability and income replacement (\$600/week maximum for up to two years) without regard to who was at fault in the accident. Its limited and no-fault nature means that Section B benefits are often available relatively quickly compared to coverage for fault-based tort claims. The relevant parts of Section B of the Policy are set out in Appendix A.

[6] Section B covers "insured persons", which includes any person struck, in this case, by the Minivan, who was not "the occupant of an automobile" [or railway rolling stock] at the time of the accident.

[7] The Policy defines "occupant" as a person driving, being carried in or upon or entering or getting on to or alighting from an automobile. The parties agree that Mr. Le Prieur was an occupant of the E-Scooter at the time of the accident.

[8] In short, if the E-Scooter is an automobile, Mr. Le Prieur is not covered by Section B of the Policy.

[9] The Policy does not have a general definition of automobile. The Policy definitions for "the automobile" and the "Described Automobile" define the specific insured vehicle and replacements; those definitions do not assist in defining "automobile" generally.

II. Position of the Parties

[10] Aviva's position is that the definition of automobile from the *Insurance Act*, RSA 2000, c I-3 applies to the Policy. As the definition is unambiguous, there is no need to resort to the rules of construction: a plain reading of that definition clearly includes the E-Scooter as a self-propelled vehicle.

[11] The definition from the *Insurance Act* is:

1(d) “automobile” includes a trolley bus and a self-propelled vehicle, and the trailers, accessories and equipment of automobiles, but does not include watercraft, aircraft or railway rolling stock that runs on rails;

[12] Mr. Le Prieur’s position is that “automobile” should be interpreted narrowly and purposively and only include vehicles that are registrable and insurable, which excludes the E-Scooter:

- (a) As a statutorily approved policy, statutory construction principles apply when interpreting Section B:

Automobile insurance policies, including endorsements, are approved by the legislature so there is an element of statutory construction involved in their interpretation. This requires a court to determine the meaning of the policy in its entire context, in its grammatical and ordinary sense harmoniously with the scheme of the legislation, the object of the legislation, and the intention of the legislature

Cardinal v Alberta Motor Association Insurance Company, 2018 ABCA 69 at para 11

- (b) The rules of construction favour a narrow definition of automobile: coverage provisions should be interpreted broadly, exclusions narrowly and any ambiguities should be interpreted against Aviva (*contra proferentem*).
- (c) A reasonable insured’s understanding of “automobile” should inform the definition, as done by the Alberta Court of Appeal when it held a motorcycle was not an automobile in ***Thomeus v Mutual of Omaha Insurance Co***, 1978 ALTASCAD 73 (CanLII) (*Thomeus*).

[13] Mr. Le Prieur’s view is that the legislature intended Section B coverage for a broad group of people, including pedestrians, who are injured in motor vehicle accidents and would not be covered by their own insurance policies. Users of e-scooters and powered micro-mobility devices and mobility aids should be treated as pedestrians for the purposes of Section B to avoid an undesirable insurance gap.

[14] Mr. Le Prieur relied on several Ontario decisions, but they do not ultimately assist his position. Ontario applies a disjunctive three-part test to determine if something is an automobile for insurance purposes: is the vehicle an automobile in ordinary parlance; as defined in the policy; or as defined in statute? (***Adams v Pineland Amusements Ltd***, 2007 ONCA 844 at para 7). Satisfying any one of the three parts means the definition of automobile is met.

[15] The Ontario cases on ordinary parlance and policy definitions are not applicable, as Aviva is resting its case on the statutory definition.

[16] The statutory definition case, ***Adams***, is applicable but does not assist Mr. Le Prieur. The Ontario statutory definition of automobile “includes motor vehicles that are required under any Act to be insured under a motor vehicle liability policy”. ***Adams*** held that a go-kart was a motor vehicle but that, as the accident occurred on a private track it did not require insurance and was, therefore, not an “automobile” (***Adams*** at para 15).

[17] The criminal decision in *R v Pizzacalla*, 2014 ONCA 706 also does not assist Mr. Le Prieur as it found that an e-bike with inoperable pedals **was** a motor vehicle.

III. Analysis

[18] This matter is ideally suited for summary judgment as it asks the Court to apply the law to undisputed facts (*Weir-Jones Technical Services Incorporated v Purolator Courier Ltd*, 2019 ABCA 49 at para 2).

[19] I find that the definition of “automobile” from the *Insurance Act* applies to the Policy.

[20] Section 13 of the *Interpretation Act*, RSA 2000, c I-8, extends definitions in enactments to their regulations, except to the extent that a contrary intention appears. The definition of “regulations” is broad and includes forms enacted under the power or authority of the enactment (s 1(1)(c) “regulation”, *Interpretation Act*).

[21] The Policy is an insurance contract in the standard form approved by the Superintendent under s 551(1) of the *Insurance Act*. As neither the regulations nor the Policy express a contrary intention, the definition from the *Insurance Act* applies to the Policy.

[22] The Supreme Court of Canada similarly applied the definition of “automobile” from the *The Alberta Insurance Act*, RSA 1955, c 159 to an automobile insurance contract and found that a “motor cycle” was a “self-propelled vehicle” (*Twa v Co-operative Fire & Casualty Co*, [1975] 1 S.C.R. 97, paras 11-12).

[23] The decision in *Thomeus* does not assist Mr. Le Prieur. That decision dealt with a general accident policy, not an automobile insurance policy. As noted in *Thomeus*, accident policies, unlike automobile policies, are not prescribed forms enacted under the *Insurance Act*. *Thomeus*, at paragraph 9, acknowledges that, as set out in *Twa*, for automobile policies, the statutory definition of automobile applies: “In automobile insurance it would, I think, be impossible in law to ignore the statutory definition of the word.”

[24] The definition of automobile includes all self-propelled vehicles. The parties agree the E-Scooter was self-propelled. The parties did not specifically address the ordinary meaning of vehicle, which is undefined in the *Insurance Act*.

[25] Vehicle is, however, defined in the *Traffic Safety Act*, RSA 2000, c T-6 and the ordinary meaning of “vehicle” has also been extensively considered by the courts, including as follows:

(a) *Traffic Safety Act*:

(ww) “vehicle”, other than in Part 6, means a device in, on or by which a person or thing may be transported or drawn on a highway and includes a combination of vehicles but does not include a mobility aid.

(v) “mobility aid” means a device used to facilitate the transport, in a normal seated orientation, of a person with a physical disability;

(b) *Municipal District of Sugar City v Bennett & White (Calgary) Ltd*, [1950] S.C.R. 450 at page 463:

The word "vehicle" in its original sense conveys the meaning of a structure on wheels for carrying persons or goods.

- (c) *Hesston Industries Ltd v Continental Bank of Canada*, 37 Alta LR (2d) 21 at para 8(a):

In ordinary usage, "vehicle" describes a contrivance or conveyance on wheels or runners used to transport persons or goods, or both.

[26] Under any of those definitions, the E-Scooter is a vehicle. Although not relevant to the facts of this decision, I do note that the *Traffic Safety Act* definition excludes mobility aids, like power wheelchairs from the definition of vehicle. This could mean a different result if the Minivan had struck a powered wheelchair, for example.

[27] I find the language of the Policy to be clear and unambiguous, and I must give effect to it. Resort to rules of contractual construction is inappropriate. *Ledcor Construction Ltd v Northbridge Indemnity Insurance Co*, 2016 SCC 37 at para 49.

[28] If I am wrong and resort to the rules of construction is necessary, I would come to the same conclusion.

[29] I do not except Mr. Le Prieur's characterization that the E-Scooter is a low-speed micro-mobility device and that the Policy should be interpreted in a way to ensure micro-mobility users are covered by Section B.

[30] The E-Scooter is a prohibited miniature motor vehicle that was not permitted on the road when the collision occurred. There is no evidence before me that it is a low-speed device, only an agreement as to the speed it was travelling at the time of the collision. There is no evidence before me that the legislature intended Section B coverage to extend to riders in these circumstances. Even a broad reading of the coverage clause for persons struck cannot overcome the clear exclusion for occupants of automobiles.

[31] As noted by Aviva, Mr. Le Prieur has commenced a separate tort claim against the Minivan driver and owner. Whether the E-Scooter is an "automobile" is irrelevant to that claim and the outcome of this decision has no impact on the outcome of that claim.

[32] Finally, I note the broad statutory definition of automobile has been unchanged since the *Alberta Insurance Act*, RSA 1970, c 187. The use and variety of powered vehicles, micro-mobility devices and powered mobility aids have proliferated in recent years. It is for the legislature to decide if new definitions are needed.

[33] For the reasons set out above, Aviva's application is granted and Mr. Le Prieur's claim is summarily dismissed. Mr. LePrieur's application for summary judgment is denied. If the parties cannot agree on costs, they may make written submissions to me within 30 days. I again thank both parties for their thoughtful submissions.

Heard on the 20th day of May, 2026.

Dated at the City of Edmonton, Alberta this 17th day of June, 2026.

S. Wanke
A.J.C.K.B.A.

Appearances:

Brian D Filips and Colby Bidwell
 James H Brown & Associates
 for the Applicant/Cross Respondent Matthew Le Prieur

Michelle Commance
 Aviva Canada Inc
 for the Respondent/Cross Applicant Aviva Insurance Company of Canada

Appendix A**SECTION B – ACCIDENT BENEFITS**

The Insurer agrees to pay to or with respect to each insured person as defined in this section who sustains bodily injury or death directly and independently of all other causes by an accident arising out of the use or operation of an automobile.

...

SPECIAL PROVISIONS, DEFINITIONS, AND EXCLUSIONS OF SECTION B

(1) “Insured Person” Defined - In this section, the words “insured person” mean

...

- (c) in subsection 1 and 2 of Section B only, any person, not the occupant of an automobile or of railway rolling-stock that runs on rails, who is struck in Canada, by the described automobile or a newly acquired or temporary substitute automobile as defined in the policy.

...

GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

...

2. OCCUPANT DEFINED

In this Policy the word “occupant” means a person driving, being carried in or upon or entering or getting on to or alighting from an automobile.

...

5. AUTOMOBILE DEFINED

In this Policy except where stated to the contrary the words “the automobile” mean:

Under sections A (Third Party Liability), B (Accident Benefits), C (Loss of or Damage to Insured Automobile)

- (a) The Described Automobile – an automobile, trailer or semi-trailer specifically described in the Policy or within the description of insured automobiles set forth therein;
- (b) A Newly Acquired Automobile – an automobile, ownership of which is acquired by the insured and, within fourteen days following the date of its delivery to the insured, notified to the Insurer in respect of which the insured has no other valid insurance, if either it replaces an automobile described in the application or the Insurer insures (in respect of the section or subsection of the Insuring Agreements under which claim is made) all automobiles owned by the Insured at such delivery date and in respect of which the Insured pays any additional premium required; provided however, that insurance hereunder shall not apply if the Insured is engaged in the business of selling automobiles;

and under Sections A (Third Party Liability) and B (Accident Benefits) only

- (c) A Temporary Substitute Automobile – an automobile not owned by the Insured, nor by any person or persons residing in the same dwelling premises as the Insured, while temporarily used as the substitute for the described automobile which is not in use by any person insured by this Policy, because of its breakdown, repair, servicing, loss, destruction or sale;
- (d) Any automobile of the private passenger type, other than the described automobile, while personally driven by the Insured, or by the Insured's spouse/adult interdependent partner if residing in the same dwelling premises as the Insured provided that
 - (i) the described automobile is of the private passenger type;
 - (ii) the Insured is an individual or are spouses/adult interdependent partners;
 - (iii) neither the Insured nor the Insured's spouse/adult interdependent partner is driving such automobile in connection with the business of selling, repairing, maintaining, servicing, storing or parking automobiles;
 - (iv) such other automobile is not owned or regularly or frequently used by the Insured or by any person or persons residing in the same dwelling premises as the Insured;
 - (v) such other automobile is not owned, hired or leased by an employer of the Insured or by an employer of any person or persons residing in the same dwelling premises as the Insured;
 - (vi) such other automobile is not used for carrying passengers for compensation or hire or for commercial delivery;
- (e) If the Insured is a corporation, unincorporated association or registered co-partnership, any automobile of the private passenger type, other than the described automobile, while personally driven by the employee or partner for whose regular use the described automobile is furnished, or by the employee's or partner's spouse/adult interdependent partner if residing in the same dwelling premises as such employee or partner, provided that

- (i) neither such employee or partner or the employee's or partner's spouse/adult interdependent partner is the owner of an automobile of the private passenger type;
 - (ii) the described automobile is of the private passenger type;
 - (iii) neither such employee, partner or spouse/adult interdependent partner is driving the automobile in connection with the business of selling, repairing, maintaining, servicing, storing or parking automobiles;
 - (iv) such other automobile is not owned, hired or leased or regularly or frequently used by the Insured or such employee or by any partner of the Insured or by any persons residing in the same dwelling premises as any of the aforementioned persons;
 - (v) such other automobile is not used for carrying passengers for compensation or hire or commercial delivery.
- (f) Trailers – any trailer used in connection with the automobile.