IMPORTANT: The following wording of this Addendum forms part of the ICBC Autoplan Optional Policy, replacing the corresponding wording in the warning box on the bottom of the Table of Contents:

Under section 75 of the Insurance (Vehicle) Act, your claim is invalid if at any time you fail to provide complete and accurate information, violate a term or condition of your policy or commit fraud. This is a summary. For full information, see section 75 of the Insurance (Vehicle) Act.

This policy contains prohibitions relating to persons or classes of persons, exclusions of risks or limits of coverage that are not in the insurance it extends.

IMPORTANT: The following wording of this Addendum forms part of the ICBC Autoplan Optional Policy, replacing the defined term "collision coverage" in subsection 2.3 of Division 2 – Definitions and Interpretation, and adding the defined terms "courtesy car", "out-of-province owner" and "U-drive" to subsection 2.3 of Division 2 – Definitions and Interpretation:

2.3 Definitions –

"**collision coverage**" means coverage for loss or damage caused by upset of a vehicle or collision of a vehicle with another object, including, but not limited to,

(a) the surface of the ground, the roadway being travelled on or an object on, in, under, over or adjacent to the roadway, including a road sign, guard rail, pier, bridge or culvert or any body of water or waterway under or adjacent to the pier, bridge, culvert or roadway,

(b) a pedestrian as defined in section 1 of the Motor Vehicle Act,

(c) a vehicle attached to the vehicle, and

(d) cargo, including animals, carried in or on a commercial motor vehicle, the gross vehicle weight of which exceeds 5,000 kg, or a commercial trailer,

and includes coverage for loss or damage caused by collision with another object where the collision results from the presence on or adjacent to the roadway of a domestic or wild animal, either living or dead, but there is no impact with the animal;

"**courtesy car**" means a licensed vehicle rented or lent to a customer by a garage service operator as a temporary substitute for a licensed vehicle

(a) the customer has entrusted to the care, custody or control of a garage service operator for repair or servicing, or

(b) the garage service operator has taken from the customer as payment or part payment for the purchase of another motor vehicle that is to be delivered to the customer;

"**out-of-province owner**" means an out-of-province owner as defined in section 178 of the Act;

"**U-drive**" means a vehicle available for hire or rental, without driver, by the hour or otherwise, for a period of less than one month, but does not include a courtesy car;

IMPORTANT: The following wording of this Addendum forms part of the ICBC Autoplan Optional Policy, replacing the corresponding wording in sections 3.2, 3.3, 3.5 and 3.6 of Division 3 – General Terms and Conditions, adding section 3.5A to Division 3 – General Terms and Conditions, and replacing the previously added sections 3.7 and 3.8 of Division 3 – General Terms and Conditions:

3.2 Policy does not apply – Unless otherwise provided, this policy does not apply and no coverage will be provided in respect of

(a) a vehicle licensed under section 9 of the Motor Vehicle Act while the vehicle is being operated off a highway,

(b) a trailer while being drawn otherwise than by vehicle power or human power,

(c) a vehicle being operated by remote control without a driver in the vehicle,

(d) an aircraft except when the aircraft is being drawn as a trailer on a highway,

(e) a vehicle being used in a contest, show or race, or in advanced or performance driver training, if

(i) the activity is held or conducted on a track or other location temporarily or permanently closed to all other vehicle traffic, and

(ii) there exists an element of race or speed test, which means driving at high speed, and includes passing maneuvers, driving in close proximity to another vehicle or assessing vehicle limitations in speed, acceleration, turning or braking,

(f) an amphibious vehicle when being used in or upon water, when docked or floating in water, or when being launched into or landed from water, or

(g) a vehicle that is fitted with wheels of the crawler type, including track conversion kits, rubber track conversion systems and rubber tracked crawlers, while the vehicle is being operated off a highway, except if that vehicle is

(i) licensed under section 10 of the Motor Vehicle Act, or

(ii) a snowmobile or a snow vehicle.

3.3 Interpretation Act – Section 25 (3) and (4) of the Interpretation Act do not apply in respect of renewal of this policy, and this policy is not in force in the interval between its expiry and renewal. This policy is not in force at any time that the owner's certificate to which it relates is not in force.

3.5 Substitute vehicles – Subject to section 3.5A, where an owner of a vehicle described in an owner's certificate

(a) acquires, during the term of this policy, another vehicle in substitution for the described vehicle,

(b) transfers title to or interest in the described vehicle under section 17 of the Motor Vehicle Act, and

(c) removes number plates from the described vehicle, in accordance with section 3.05 of the Motor Vehicle Act Regulations, and displays them on the substitute vehicle,

the coverage provided by this policy applies in respect of the substitute vehicle for a period of 10 days from the day the owner acquires the substitute vehicle.

3.5A Substitute vehicles – Exclusion – Section 3.5 does not apply

(a) in respect of a described vehicle that is, immediately before a transfer of title or interest in the described vehicle under section 17 of the Motor Vehicle Act, a leased vehicle that has a lessee, or

(b) if the substitute vehicle referred to in section 3.5 is a leased vehicle.

3.6 Exclusion –

(a) The Corporation is not liable

(i) under this policy in respect of injury, death, loss or damage arising, directly or indirectly, out of radioactive, toxic, explosive or other hazardous properties of nuclear substances within the meaning of the Nuclear Safety and Control Act (Canada), or

(ii) under Division 5, 6 or 7 of this policy in respect of loss or damage arising, directly or indirectly out of a declared or undeclared war or insurrection, rebellion or revolution.

(b) Subsection (a) (i) does not apply to the carriage of radioisotopes that are

(i) packaged and labelled in accordance with the Transportation of Dangerous Goods Act (Canada), and

(ii) to be used for medical treatment, research, photography, x-ray or other similar purposes using radioisotopes.

3.7 Transportation network services use —

(a) In this section:

Regulation definitions — Unless otherwise defined in this section, words and phrases used in this section have the meanings given to them by section 154.1 of the Regulation and apply to this section even if in the context of the Regulation they apply only to universal compulsory vehicle insurance.

"**insured**" means a person who, whether named or not, is insured by this policy;

"**excluded coverage**" means the coverage provided by this policy except for the following coverages:

(i) section 6.3 (Rental vehicle coverage),

(ii) section 6.4 (Vehicle travel protection coverage) in respect of a vehicle not described on the owner's certificate,

(iii) section 7.3 (Rental vehicle coverage),

(iv) section 7.4 (Vehicle travel protection coverage) in respect of a vehicle not described on the owner's certificate,

(v) extension underinsured motorist protection coverage except for coverage to occupants of a vehicle during transportation network services use by the vehicle.

"**transportation network services use**" means use or operation of a TNS vehicle under a transportation network services authorization, when:

(i) the vehicle has been hailed by or for passengers through the use of the online platform to which the transportation network services authorization relates, and

(ii) the vehicle is being operated for the purposes of picking up, transporting or dropping off those passengers.

(b) This policy does not apply and no coverage will be provided during transportation network services use in respect of any excluded coverage that would otherwise be provided by this policy unless the transportation network services endorsement is shown on the owner's certificate as included, in which case the transportation network services endorsement will provide those coverages listed in section 2 or 2.1 of the endorsement for which a premium has been paid;

(c) An insured must not operate a vehicle for which coverage is provided under this policy for transportation network services use, unless:

(i) there is a TNS blanket certificate with respect to that transportation network services use, or the insured has reasonable grounds to believe such a certificate exists; and

(ii) the vehicle's licence or permit does not prohibit transportation network services use.

(d) Subsection 3.7 (b) does not apply to a vehicle rated in rate class 009, 011, 014, 040, 041, 101, 102, 140, 141, 690, 691, 692 or 693.

3.8 Peer-to-peer rental vehicle use exclusion –

(a) In this section:

Regulation definitions — Unless otherwise defined in this section, words and phrases used in this section have the meanings given to them by sections 154.1 and 154.7 of the Regulation and apply to this section even if in the context of the Regulation they apply only to universal compulsory vehicle insurance.

"**insured**" means a person who, whether named or not, is insured by this policy.

"**excluded coverage**" means the coverage provided by this policy except for the following coverages:

(i) section 6.3 (Rental vehicle coverage),

(ii) section 6.4 (Vehicle travel protection coverage) in respect of a vehicle not described on the owners certificate,

(iii) section 7.3 (Rental vehicle coverage),

(iv) section 7.4 (Vehicle travel protection coverage) in respect of a vehicle not described on the owners certificate, and

(v) extension underinsured motorist protection coverage.

"**peer-to-peer rental vehicle use**" means use or operation of a vehicle rented through the use of an online platform provided by a peer-to-peer service provider during the vehicle rental period, as defined in section 154.7 of the Regulation, for that vehicle.

(b) Unless the vehicle is a motorcycle or U-drive, this policy does not apply and no coverage will be provided during peer-to-peer rental vehicle use in respect of any excluded coverage that would otherwise be provided by this policy unless the peer-to-peer rental vehicle endorsement is shown on the owner's certificate as included, in which case the peer-to-peer rental vehicle endorsement will provide those coverages listed in section 2 or 2.1 of the endorsement for which a premium has been paid; and

(c) An insured must not permit the vehicle described in this policy to be operated in circumstances where coverage is provided under this policy for peer-to-peer rental vehicle use, unless:

(i) there is a P2P blanket certificate with respect to that peer- to-peer rental vehicle use, or the insured has reasonable grounds to believe such a certificate exists or the vehicle is a motorcycle or a U-drive;

(ii) the vehicle's licence or permit does not prohibit peer-to-peer rental vehicle use; and

(iii) the vehicle is not:

A. a vehicle owned by or leased as a leased vehicle to the person who holds the P2P blanket certificate;

B. a bus, taxi or limousine use vehicle,

C. a commercial motor vehicle that has a gross vehicle weight of more than 5,000 kg;

D. a trailer used for commercial purposes that is required to be registered and licensed under the Commercial Transport Act;

E. an all terrain vehicle, golf cart, snowmobile, utility vehicle or any other vehicle to which Division 24 of the Motor Vehicle Act Regulations applies.

IMPORTANT: The following wording of this Addendum forms part of the ICBC Autoplan Optional Policy, replacing the corresponding wording in sections 5.1, 5.6, 5.14, 5.16, 5.17, 5.19 and 5.21 and subsections 5.9 (b), 5.11 (a) and (e), 5.18 (a), and 5.20 (a) of Division 5 – Own Damage Coverage, and replacing the previously added section 5.12A and subsection 5.18 (c) of Division 5 – Own Damage Coverage:

5.1 Interpretation – In this Division:

"**camper**" means a removable structure designed to be mounted on a motor vehicle to provide facilities for human habitation or camping;

"**custom vehicle**" means an ambulance, hearse, leisure van, limousine, modified commercial vehicle, modified motor vehicle, replicar, replikit, specialty vehicle or ubilt;

"**deductible amount**" means that part of a loss or damage to property sustained by an insured and payable by the insured regardless of the total amount of the loss or damage;

"**equipment**" means, with respect to a vehicle to which section 5.11 applies, the equipment referred to in the applicable subsections of that section;

"**insured**" means, except in section 5.6,

(a) the person named as an owner in an owner's certificate,

(b) where the person described in paragraph (a) is deceased, the personal representative of that person,

(c) a person who can supply written proof that they are the beneficial owner of a commercial vehicle described in an owner's certificate, but because of the licensing requirements of interprovincial or interstate trade, is not named as the owner on the certificate,

(d) a person named as a lessee in an owner's certificate, or

(e) where the person descried in paragraph (d) is deceased, the personal representative of that person;

"**motor home**" means a motor home as defined in the Motor Vehicle Act;

"**motorcycle riding gear**" means gear worn specifically for safety in the use and operation of a motorcycle, including items such as boots, gloves, jackets, vests, pants, chaps, other protective gear and motorcycle safety helmets, but does not include any audio, communication or recording device that is designed to be removable from an item of gear for use in another location;

"**motorcycle safety helmet**" means a helmet that is designated as an approved motorcycle safety helmet pursuant to regulations made under the Motor Vehicle Act;

"windshield damage" means any fractures, cracks or chips, caused by missiles or flying objects, occurring to the glass or other transparent shielding located at the front of a vehicle which protects or shields occupants of the vehicle from the wind.

5.6 Temporary substitute motor vehicle -

(a) In this section:

"**insured**" means

(i) a person named as an owner in an owner's certificate,

(ii) a member of the owner's household,

(iii) an employee or partner of the owner for whose regular use the vehicle described in the owner's certificate is provided,

(iv) the spouse of an employee or partner described in paragraph (iii) where the spouse resides with the employee or partner,

(v) a person named as a lessee in an owner's certificate,

(vi) a member of the lessee's household,

(vii) an employee or partner of the lessee for whose regular use the vehicle described in the owner's certificate is provided, and

(viii) the spouse of an employee or partner described in paragraph (vii) where the spouse resides with the employee or partner.

"**temporary substitute motor vehicle**" means

(i) a commercial motor vehicle having a gross vehicle weight of not more than 5,000 kg, or

(ii) a private passenger motor vehicle,

temporarily used as a substitute for a motor vehicle described in an owner's certificate that is broken down, is being repaired or serviced, is lost or destroyed or has been sold, but does not include a motor vehicle that the insured owns or leases as a leased vehicle.

(b) Subject to subsection (c), in the event of direct and accidental loss or damage to a temporary substitute motor vehicle arising from the care, custody or control of the motor vehicle by an insured, the Corporation shall:

(i) indemnify the insured for liability imposed by law, or assumed under a contract or other agreement, or

(ii) if liability described in paragraph (b)(i) would apply but for section 172 or 173 of the Act, pay the amount that the Corporation would otherwise have paid as indemnity under paragraph (b)(i).

(c) Indemnity or payment payable under this section is subject to the deductible amount and the terms and conditions of this policy with respect to the type of own damage coverage for which a premium is indicated on the owner's certificate but nothing in this subsection removes the right of the owner or out-of-province owner of the temporary substitute motor vehicle, who has not breached a term or condition of this policy, to indemnity or payment under this section.

5.9 Restrictions on indemnity -

(b) The Corporation is not liable to indemnify any person under this Division for loss or damage

(i) caused by conversion, theft or concealment of a vehicle by a person in lawful possession of the vehicle under a lease, rental agreement or similar written agreement,

(ii) caused by a voluntary surrender of title to a vehicle, whether or not the surrender of title is induced by fraud,

(iii) covered by comprehensive or specified perils coverage and arising out of theft of a vehicle by a person who resides with the insured or is an employee of the insured,

(iv) to any contents of trailers, campers, motor homes or motor vehicles, except as provided in section 5.7 (b), 5.11 or 5.12,

(v) to a motor vehicle licensed and insured as a trailer unless, when the loss or damage occurs, the vehicle is being operated as a trailer, or

(vi) to any motorcycle riding gear, except as provided in section 5.12A.

5.11 Coverage for equipment –

(a) For the purposes of this section:

"**additional equipment**" of a motor vehicle means

(i) child safety harnesses and restraints, but only while in the motor vehicle, despite subsection (d),

(ii) except for a commercial motor vehicle, the gross vehicle weight of which exceeds 5,000 kg, a maximum of 4 snow tires and wheels or summer alternatives for snow tires, limited to tires and wheels of the size specified by the manufacturer of the motor vehicle, and a maximum of four snow chains, irrespective of the number of drive wheels of the motor vehicle,

(iii) sufficient floor mats for the motor vehicle,

(iv) one non-permanently attached carrying rack, to a maximum value of $1,000,

and for all vehicles includes

(v) the following items:

(A) one safety kit, to a maximum value of $250,

(B) one wheel wrench,

(C) sufficient seat covers, including comfort seats, for the number of seats,

(D) one tire cover,

(E) one car jack,

(F) one vehicle security alarm system, and

(G) one detachable hard or soft top;

"**custom paint finish**" means a paint finish other than one applied by the manufacturer of the vehicle or another similar paint finish, but does not include pinstriping, lettering, or sign painting;

"**original manufacturer's equipment**" of a motor vehicle means equipment that

(i) at the time the motor vehicle is manufactured is available from the manufacturer as standard or optional equipment, and

(ii) is attached to the motor vehicle by the manufacturer, manufacturer's dealer or an owner of the motor vehicle,

and includes replacement tires sufficient for the number of wheels of the motor vehicle that are of the size specified by the manufacturer of the motor vehicle;

"**permanently attached equipment**" of a vehicle means equipment attached to the vehicle that requires the use of a tool or tools to remove;

"**protective treatment**" means the application of a substance designed to protect the vehicle and includes undercoating and rust-proofing;

"**shuttle mount**" means a device that is permanently attached to a motor vehicle and, by design, is used to attach to a motor vehicle sound and communication equipment that may be removed from the motor vehicle without tools for storage in another location but cannot be operated in a location other than in the motor vehicle.

(e) Despite subsections (b) and (c)

(i) coverage under those subsections includes protective treatment, but does not include

(A) any device intended to circumvent law enforcement, including a radar detector, laser jammer or laser detector,

(B) sound and communication equipment that is designed to be removable from the vehicle for operation in another location,

(C) a track conversion system that replaces one or more sets of tires or wheels required by the original design of a vehicle for its operation, or

(D) a camper, and

(ii) the Corporation is not liable to indemnify any person for theft of shuttle mounted sound and communication equipment unless damage is caused to the vehicle or the building from which the equipment is taken by forcible entry into that vehicle or building.

5.12A Motorcycle riding gear –

(a) In this section, "**repair or replacement cost**" means the cost, at the time of the loss or damage, to:

(i) clean,

(ii) repair with material of a similar kind and quality, without deduction for depreciation, or

(iii) replace with material of a similar kind and quality, without deduction for depreciation.

(b) Subject to subsections (c) and (d), the Corporation will indemnify the insured for the repair or replacement cost of motorcycle riding gear if:

(i) an insured has purchased collision coverage under this Division for a motor vehicle described in an owner's certificate as a motorcycle;

(ii) there is a collision claim involving the described motorcycle;

(iii) there is direct and accidental loss (or damage) to the motorcycle riding gear relating to the collision claim; and

(iv) the loss or damage is caused by one of the perils for which collision coverage is provided under the owner's certificate.

(c) The liability of the Corporation for payment of all claims under subsection (b) arising out of the same occurrence is, notwithstanding the number of claims or the number of people making claims, limited to an aggregate amount not exceeding $1,500.

(d) The Corporation is not liable to indemnify the insured under subsection (b)

(i) for any amount paid or payable to the insured by the Corporation for loss or damage to motorcycle riding gear provided under or as set out in Part 10 of the Act and the regulations pursuant to the Act, and

(ii) unless the insured, if requested by the Corporation, provides the damaged motorcycle riding gear to the Corporation.

(e) The Corporation may determine whether an item of motorcycle riding gear or any part of it will be cleaned, repaired or replaced.

(f) If the insured has a claim under collision coverage under this Division for both loss or damage to the motorcycle and its equipment and loss or damage to motorcycle riding gear and that loss or damage results from the same occurrence, the deductible amount applicable to the collision coverage shall only be applied once to the total of

(i) the value of the loss or damage to the motorcycle and its equipment, and

(ii) the amount payable by the Corporation under subsection (b) for the motorcycle riding gear.

PART 2B – LOSS OF USE

5.14 Loss of use coverage –

(a) Subject to subsections (b) and (c), if a premium for loss of use coverage is indicated on the owner's certificate, the Corporation shall reimburse an insured for loss of use of the motor vehicle described in the owner's certificate that arises from loss or damage for which coverage under this Division is provided by this policy.

(b) Except in the case of the theft of an entire motor vehicle, subsection (a) applies only if the Corporation has paid for a claim for loss or damage for which coverage under this Division is provided by the owner's certificate with respect to the motor vehicle.

(c) Reimbursement under subsection (a) shall,

(i) subject to subsection (d), cover the expense incurred by the insured in hiring taxis, using public transportation or renting a substitute motor vehicle of a make and model specified by the Corporation that, for the purpose of providing the insured with alternate transportation, is a similar size to the described motor vehicle,

(ii) not exceed the limit per day where applicable and total limit purchased by the insured and set out in the owner's certificate, and

(iii) terminate on the earlier of

(A) the date on which repairs to the described motor vehicle arising from the loss or damage are substantially completed, and

(B) the date on which the Corporation settles or offers to settle the claim for the loss or damage to the described motor vehicle, and is available only after the total limits of loss of use coverage to which the insured may be entitled under section 6.2 or 7.2 have been exhausted.

(d) Where an insured rents a substitute motor vehicle, the Corporation shall not reimburse the insured for

(i) more than the amount an established rental service would charge the insured for renting a similar motor vehicle for the same period, or

(ii) the cost of fuel, maintenance or insurance for the substitute motor vehicle.

(e) Subject to subsection (c), reimbursement provided by loss of use coverage is primary coverage and any reimbursement to which the insured may be entitled under section 5.13 is excess to the coverage provided under this section.

(f) A deductible amount is not applicable to a claim under this section.

5.16 Condition – The Corporation is not liable under this Division

(a) to an insured in respect of loss or damage arising out of theft of the vehicle or part of the vehicle, or theft of the contents of a motor home, if the insured, without reasonable cause and to the prejudice of the Corporation, has not,

(i) within 48 hours after the discovery of the theft, loss or damage, made to police a report of the circumstances in which the theft, loss or damage occurred,

(ii) obtained a police case file number for the report, and

(iii) within 7 days after making the report to police, advised the Corporation of the circumstances in which the theft, loss or damage occurred and of the police case file number,

(b) to an insured who, without reasonable cause and to the prejudice of the Corporation, fails to comply with section 68 of the Motor Vehicle Act or with a provision of the law of another jurisdiction in Canada or the United States of America that is similar to either section, and

(c) to an insured if the insured keeps a vehicle at a location address other than the location address declared in the application for insurance for the vehicle unless the premium paid for coverage under this Division with respect to the declared location address equals or exceeds the premium payable for that coverage with respect to the actual location address.

5.17 Temporary repairs – The Corporation is not liable to an insured in respect of temporary repairs made to a vehicle insured under this Division in order to move the vehicle, under its own power, to a place where repairs are to be completed, if the insured has, without reasonable cause and to the prejudice of the Corporation, failed to obtain the consent of the Corporation to the temporary repairs.

5.18 Right of recovery –

(a) Subject to subsections (b) and (c), where loss or damage occurs to a vehicle, a vehicle's equipment, motorcycle riding gear or the contents of a motor home while the vehicle is, with the consent of an insured, in the care, custody or control of any person, the Corporation waives its right to recover from that person any amount paid under this Division unless the person

(i) breaches a condition of this policy while having care, custody or control of the vehicle,

(ii) without reasonable cause and to the prejudice of the Corporation, fails to comply with section 68 of the Motor Vehicle Act, or with a provision of the law of another jurisdiction in Canada or the United States of America that is similar to either section,

(iii) wilfully makes a false statement with respect to loss or damage to the vehicle,

(iv) has care, custody or control of the vehicle while engaged in the business of a garage service operator, or

(v) has care, custody or control of the vehicle under a bill of lading.

(c) Except to the extent that indemnity is paid or payable by the Corporation under a garage vehicle certificate in respect of the motorcycle riding gear of a customer of a garage service operator, the Corporation waives its right to recover under subsection (a) (iv) where the Corporation has paid any amount under subsection 5.12A (b) in respect of motorcycle riding gear while the motorcycle referred to in that subsection is in the care, custody or control of a garage service operator.

5.19 Leased vehicles – The Corporation may settle claims arising from the operation of a leased vehicle that has a lessee directly with the owner and lessee of the leased vehicle, as their interests appear.

5.20 Right of lienholder to submit statutory declaration –

(a) Where an insured fails to

(i) notify the Corporation of loss or damage to a vehicle or file a written statement or proof of loss under Prescribed Condition 5, or

(ii) file a statutory declaration required under Prescribed Condition 6,

the insured agrees that a lienholder having an interest in the vehicle may notify the Corporation or file the written statement, proof of loss or statutory declaration, if the interest of the lienholder is confirmed by attached documentation.

5.21 Payment to lienholder or repairer –

(a) Where insurance money is payable in respect of total or constructive total loss of a vehicle covered under this Division, the Corporation may pay the money jointly to the insured and any one or more lienholders or to the insured and those lienholders as their respective interests appear in the personal property registry.

(b) Where insurance money is payable in respect of repairable damage to a vehicle insured under this Division, the Corporation may, whether or not a financing statement is registered against the vehicle at the personal property registry, pay all or part of the money

(i) on behalf of the insured, to the garage that repairs the vehicle,

(ii) to the insured, or

(iii) jointly to the garage that repairs the vehicle and to the insured.

IMPORTANT: The following wording of this Addendum forms part of the ICBC Autoplan Optional Policy, replacing the corresponding wording in section 6.2 and subsections 6.3 (a), (b), (f) and (g) and 6.4 (b) and (e) of Division 6 – RoadStar Package:

6.2 Loss of use coverage –

(a) Subject to subsections (b) to (e), loss of use coverage under this section applies only to the motor vehicle described in the owner's certificate and is in accordance with the coverage provided under section 5.14.

(b) Reimbursement provided under this section is primary coverage and any reimbursement provided under section 5.13, 5.14 or 6.4 is excess to the coverage provided under this section.

(c) For the purposes of this section, the loss of use coverage under section 5.14 shall not exceed a total limit of $900.

(d) The definitions in section 5.1 apply to this section.

(e) Coverage provided under this section does not apply in respect of a temporary substitute motor vehicle defined in section 5.6.

6.3 Rental vehicle coverage –

(a) Subject to subsections (b) to (h), where an accident occurs that gives rise to a claim under this section, the Corporation shall be liable under this section in accordance with and subject to the terms, conditions and limitations set out in the Rental Vehicle Policy (APV281) and otherwise on the same terms and conditions as set out in the applicable part of the Regulation or this policy for such loss or damage as may be payable under each of the following sections of the Rental Vehicle Policy (APV281):

SECTION	COVERAGES	LIMIT OF LIABILITY
A	THIRD PARTY LIABILITY (Regulation, Part 6) (this policy, Division 4)	$1,000,000
B	UNDERINSURED MOTORIST PROTECTION (Regulation, Part 10, Division 2)	AS PER REGULATION
C	OWN DAMAGE (this policy, Division 5)	COLLISION DEDUCTIBLE: $300 COMPREHENSIVE DEDUCTIBLE: $300 (INCLUDES $200 DEDUCTIBLE FOR ANY CLAIM FOR WINDSHIELD DAMAGE CAUSED BY MISSILES OR FLYING OBJECTS)
D	LOSS OF USE $25 PER DAY (this policy, Division 5)	$25 PER DAY TOTAL LIMIT $250

(b) For the purposes of the coverage provided under this section, the named insured on the Rental Vehicle Policy (APV281) means

(i) the person named as an owner in the owner's certificate or, in the case of a leased vehicle, the person named as a lessee in the owner's certificate,

(ii) an assigned corporate driver, or

(iii) the spouse of a person described in paragraph (i) or (ii), but, for the purpose of coverage provided by sections A, C and D of the Rental Vehicle Policy (APV281), only if the spouse is shown or included as a permitted driver on the contract for the rental of the non-owned vehicle.

(f) Reimbursement under section D of the Rental Vehicle Policy (APV281) is excess to the coverage provided under section 6.4.

(g) Condition 4 of the terms, conditions and limitations of section C of the insuring agreements of the Rental Vehicle Policy (APV281) does not apply to this section.

6.4 Vehicle travel protection coverage –

(b) For the purposes of the coverage provided under this section, "additional insured", "described vehicle", "home" and "insured", when used or defined in the terms, conditions and exclusions of the Vehicle Travel Protection Policy (APV314) set out in Division 9, have the following meanings:

"**additional insured**" means every person travelling with the insured;

"**described vehicle**" means the vehicle described on the owner's certificate or any other private passenger motor vehicle, commercial motor vehicle with a gross vehicle weight of 5 000 kg or less, motor home or motorcycle, whether owned by, leased or rented to, or borrowed by, the insured;

"**home**" means

(i) the address of the insured named in the owner's certificate where the insured is an individual, or

(ii) the address of the assigned corporate driver where the insured named in the owner's certificate is other than an individual;

"**insured**" means

(i) the person named as an owner in the owner's certificate or, in the case of a leased vehicle, the person named as a lessee in the owner's certificate,

(ii) an assigned corporate driver, or

(iii) the spouse of a person described in paragraph (i) or (ii).

(e) The indemnity provided under section B of the Vehicle Travel Protection Policy (APV314) does not apply to the vehicle described on the owner's certificate or to any other vehicle owned by or leased as a leased vehicle to the insured.

IMPORTANT: The following wording of this Addendum forms part of the ICBC Autoplan Optional Policy, replacing the corresponding wording in sections 7.2. and 7.7, and subsections 7.3 (a), (b), (f) and (g), 7.4 (b) and (e) and 7.5 (g) of Division 7 – Roadside Plus Package:

7.2 Loss of use coverage –

(a) Subject to subsections (b) to (e), loss of use coverage under this section applies only to the motor vehicle described in the owner's certificate and is in accordance with the coverage provided under section 5.14.

(b) Reimbursement provided under this section is excess to the coverage provided under section 7.8 but is primary to any coverage provided under section 5.13, 5.14 or 7.4.

(c) For the purposes of this section, the loss of use coverage under section 5.14 shall not exceed a total limit of $1,200.

(d) The definitions in section 5.1 apply to this section.

(e) Coverage provided under this section does not apply in respect of a temporary substitute motor vehicle defined in section 5.6.

7.3 Rental vehicle coverage –

(a) Subject to subsections (b) to (h), where an accident occurs that gives rise to a claim under this section, the Corporation shall be liable under this section in accordance with and subject to the terms, conditions and limitations set out in the Rental Vehicle Policy (APV281) and otherwise on the same terms and conditions as set out in the applicable part of the Regulation or this policy for such loss or damage as may be payable under each of the following sections of the Rental Vehicle Policy (APV281):

SECTION	COVERAGES	LIMIT OF LIABILITY
A	THIRD PARTY LIABILITY (Regulation, Part 6) (this policy, Division 4)	$2,000,000

B	UNDERINSURED MOTORIST PROTECTION (Regulation, Part 10, Division 2)	AS PER REGULATION
C	OWN DAMAGE (this policy, Division 5)	COLLISION DEDUCTIBLE: $300 COMPREHENSIVE DEDUCTIBLE: $300 (INCLUDES $200 DEDUCTIBLE FOR ANY CLAIM FOR WINDSHIELD DAMAGE CAUSED BY MISSILES OR FLYING OBJECTS)
D	LOSS OF USE $25 PER DAY (this policy, Division 5)	$25 PER DAY TOTAL LIMIT $250

(b) For the purposes of the coverage provided under this section, the named insured on the Rental Vehicle Policy (APV281) means

(i) the person named as an owner in the owner's certificate or, in the case of a leased vehicle, the person named as a lessee in the owner's certificate,

(ii) an assigned corporate driver, or

(iii) the spouse of a person described in paragraph (i) or (ii), but, for the purpose of coverage provided by sections A, C and D of the Rental Vehicle Policy (APV281), only if the spouse is shown or included as a permitted driver on the contract for the rental of the non-owned vehicle.

(f) Reimbursement under section D of the Rental Vehicle Policy (APV281) is excess to the coverage provided under section 7.4.

(g) Condition 4 of the terms, conditions and limitations of section C of the insuring agreements of the Rental Vehicle Policy (APV281) does not apply to this section.

7.4 Vehicle travel protection coverage –

(b) For the purposes of the coverage provided under this section, "additional insured", "described vehicle", "home" and "insured", when used or defined in the terms, conditions and exclusions of the Vehicle Travel Protection Policy (APV314) set out in Division 9, have the following meanings:

"**additional insured**" means every person travelling with the insured;

"**described vehicle**" means the vehicle described on the owner's certificate or any other private passenger motor vehicle, commercial motor vehicle with a gross vehicle weight of 5 000 kg or less, motor home or motorcycle, whether owned by, leased or rented to, or borrowed by, the insured;

"**home**" means

(i) the address of the insured named in the owner's certificate where the insured is an individual, or

(ii) the address of the assigned corporate driver where the insured named in the owner's certificate is other than an individual;

"**insured**" means

(i) the person named as an owner in the owner's certificate or, in the case of a leased vehicle, the person named as a lessee in the owner's certificate,

(ii) an assigned corporate driver, or

(iii) the spouse of a person described in paragraph (i) or (ii).

(e) The indemnity provided under section B of the Vehicle Travel Protection Policy (APV314) does not apply to the vehicle described on the owner's certificate or to any other vehicle owned by or leased as a leased vehicle to the insured.

7.5 Emergency roadside expense repayment –

(g) Coverage provided under this section applies only in excess of any other valid and collectible emergency road service insurance available and any such insurance shall be primary to the coverage provided by this section.

7.7 INTENTIONALLY DELETED

IMPORTANT: The following wording of this Addendum forms part of the ICBC Autoplan Optional Policy, replacing the corresponding wording in condition 4 and subconditions 3 (2), 3 (3), 3 (8), 3 (9), 3 (10), 5 (3) and 5 (4) of Division 8 – Prescribed Conditions, and replacing the previously added subconditions 3 (7.1) and 3 (7.2) of Division 8 – Prescribed Conditions:

Condition 3, Prohibited use

(2) An insured must not operate a vehicle for which coverage is provided under this contract

(a) if the insured is not authorized and not qualified by law to operate the vehicle,

(b) for an illicit or prohibited trade or transportation,

(c) to escape or avoid arrest or other similar police action, or

(d) in a race or speed test.

(3) An insured does not contravene subcondition (2) merely because the insured operates a vehicle in contravention of a restriction or condition imposed on the driver's licence of the insured under section 30.06 (1.01) (d), (1.1) (d) or (2), 30.07 (1) or (3), 30.071 (1), 30.08 (1), 30.10 (2), (4) or (4.1), 30.11, 30.111 or 30.112 of the Motor Vehicle Act Regulations, B.C. Reg. 26/58.

(7.1) An insured must not operate a vehicle, in circumstances in which third party liability insurance coverage provided by a blanket certificate is extended under this contract, if the insured does, omits to do, participates in, assents to or acquiesces in anything that results in

(a) a breach of the extended coverage provided under this contract,

(b) the invalidity of a claim under the extended coverage provided under this contract, or

(c) the forfeiture of a right under the extended coverage provided under this contract.

(7.2) An insured named in an owner's certificate issued in respect of a vehicle must not permit the vehicle to be operated, in circumstances in which third party liability insurance coverage provided by a blanket certificate is extended under this contract, if the insured does, omits to do, participates in, assents to or acquiesces in anything that results in a breach, the invalidity of a claim or the forfeiture of a right referred to in subsection (7.1).

(8) It is a breach of this condition if the injury, death, loss or damage in respect of which a claim is made by an insured is caused by or results from an intentional act of violence committed by the insured by means of a vehicle unless the insured is a mentally disordered person at the time of the act.

(9) It is a breach of this condition if

(a) an insured is operating a vehicle while the insured is under the influence of intoxicating liquor or a drug or other intoxicating substance to such an extent that the insured is incapable of proper control of the vehicle,

(b) an insured is convicted of

(i) a motor vehicle related *Criminal Code* offence,

(ii) an offence under section 95 or 102 of the Motor Vehicle Act, or

(iii) an offence under a provision of the law of another jurisdiction in Canada or a jurisdiction of the United States of America that is similar to a provision referred to in subparagraph (i) or (ii), or

(c) an insured is convicted of an offence committed before December 18, 2018

(i) under section 253 (1) (b) of the *Criminal Code*, or

(ii) *Repealed*.

(iii) under a provision of the law of a jurisdiction of the United States of America that is similar to a provision referred to in subparagraph (i),

and the accident in respect of which the insured's claim is made occurred during the insured's commission of the offence and while the insured was operating a vehicle,

(d) *Repealed*.

(10) In subcondition (9):

"**convicted**" includes being

(a) found guilty under the *Youth Criminal Justice Act* (Canada) of contravening

(i) a provision referred to in the definition of "motor vehicle related *Criminal Code* offence", or

(ii) in the case of a contravention occurring before December 18, 2018, a provision referred to in subsection (9) (c) (i), and

(b) convicted or subject to a similar result in a jurisdiction of the United States of America under a law similar to the *Youth Criminal Justice Act* (Canada) for contravening a provision of the law of that jurisdiction referred to in subsection (9) (b) (iii) or (c) (iii);

"**motor vehicle related *Criminal Code* offence**" means any of the following offences that an insured commits while operating or having care or control of a vehicle or by means of a vehicle:

(a) an offence under section 220 or 221 of the *Criminal Code*;

(b) an offence committed before December 18, 2018 under any of the following provisions of the *Criminal Code*:

(i) section 249;

(ii) section 252;

(iii) section 253 (1) (a);

(iii.1) section 254 (5);

(iv) section 255 (2);

(v) section 255 (3);

(vi) section 259 (4);

(c) an offence committed on or after December 18, 2018 under any of the following provisions of the *Criminal Code*:

(i) section 235;

(ii) section 236;

(iii) section 239 (1);

(iv) section 320.13 (1);

(v) section 320.13 (2);

(vi) section 320.13 (3);

(vii) section 320.14 (1) (a);

(viii) section 320.14 (1) (b);

(ix) section 320.14 (1) (c);

(x) section 320.14 (1) (d);

(xi) section 320.14 (2);

(xii) section 320.14 (3);

(xiii) section 320.15 (1);

(xiv) section 320.15 (2);

(xv) section 320.15 (3);

(xvi) section 320.16 (1);

(xvii) section 320.16 (2);

(xviii) section 320.16 (3);

(xix) section 320.18 (1).

Condition 4, Requirements if loss or damage to persons or property

If this contract provides third party liability insurance coverage, the insured must

(a) promptly give the insurer written notice, with all available particulars, of

(i) any accident involving death, injury, damage or loss in which the insured or a vehicle owned, leased, rented or operated by the insured has been involved,

(ii) any claim made in respect of the accident, and

(iii) any other insurance held by the insured providing coverage for the accident,

(b) on receipt of a claim, legal document or correspondence relating to a claim, immediately send the insurer a copy of the claim, document or correspondence,

(c) cooperate with the insurer in the investigation, settlement or defence of a claim or action,

(d) except at the insured's own cost, assume no liability and settle no claim, and

(e) allow the insurer to inspect an insured vehicle or its equipment or both at any reasonable time.

Condition 5, Requirements if loss or damage to vehicle

(3) If loss of or damage to a vehicle that is covered by this contract occurs, the insured or operator of the vehicle

(a) must, at the expense of the insurer, protect the vehicle as far as reasonably possible from further loss or damage, and

(b) until the insurer has had a reasonable opportunity to inspect the vehicle, must not, without the consent of the insurer, remove any physical evidence of the loss or damage to the vehicle or make any repairs to the vehicle, other than repairs that are immediately necessary to protect the vehicle from further loss or damage.

(4) The insurer is not liable under this contract

(a) for loss or damage resulting from the failure of an insured or operator to comply with subcondition (3) (a), or

(b) to an insured if the insured or an operator, to the prejudice of the insurer, contravenes subcondition (3) (b).