

IMPORTANT: The following wording of this Addendum forms part of the ICBC Garage Policy Booklet, 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 Garage Policy Booklet, replacing the corresponding wording in subsection 2.2 and the defined term “collision coverage” in subsection 2.3 of Division 2 – Definitions and Interpretation, and adding the defined terms “courtesy car” and “out-of-province owner” to subsection 2.3 of Division 2 – Definitions and Interpretation:

Division 2 – Definitions and Interpretation

2.2 Act and Regulations definitions – Unless otherwise defined in this policy, words and phrases used in this policy have the meanings given to them by sections 1 and 1.1 of the Insurance (Vehicle) Act (the “Act”) and regulations pursuant to the Act (the “Regulations”) and apply to this policy even if in the context of the Act or Regulations they apply only to universal compulsory vehicle insurance.

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;

IMPORTANT: The following wording of this Addendum forms part of the ICBC Garage Policy Booklet, replacing the corresponding wording in subsections 3.2, 3.3, 3.5 and 3.6 of Division 3 – General Terms and Conditions, and adding section 3.5A to Division 3 – General Terms and Conditions:

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.

IMPORTANT: The following wording of this Addendum forms part of the ICBC Garage Policy Booklet, replacing the corresponding wording in subsection 4.1 of Division 4 – Extension Third Party Liability Insurance Coverage:

Division 4 – Extension Third Party Liability Insurance Coverage

4.1 Extension third party liability insurance coverage – The Corporation agrees to extend the limit of third party liability insurance coverage provided to the insured under Part 1 of the Act and regulations made under that Part to the amount shown on the garage vehicle certificate. Coverage provided under this section is on the same terms and conditions as set out in the Act and Insurance (Vehicle) Regulation for third party liability insurance coverage provided under Part 1 of the Act, unless otherwise provided in this policy, an endorsement, rider or amendment to this policy, or a special coverage certificate or policy.

IMPORTANT: The following wording of this Addendum forms part of the ICBC Garage Policy Booklet, replacing the corresponding wording in sections 5.6, 5.16, 5.17, 5.19 and 5.21, and subsections 5.18 (a) and 5.20 (a) of Division 5 – Own Damage Coverage:

5.6 Temporary substitute motor vehicle –

- (a) In this section:
 - “**insured**” means
 - (i) the named insured on the garage vehicle certificate,
 - (ii) a member of the named insured's household,
 - (iii) an employee or partner of the named insured for whose regular use a vehicle insured under the garage vehicle certificate is provided, and
 - (iv) the spouse of an employee or partner described in paragraph (iii) 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 insured under the garage vehicle 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 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 garage vehicle 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.

5.16 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 person who owns the vehicle or leases the vehicle as a leased vehicle, 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, and
- (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.

5.17 Temporary repairs – The Corporation is not liable to an insured in respect of temporary repairs made in order to move a vehicle, under its own power, to a place where repairs are to be completed, if an insured or the person who owns the vehicle or leases the vehicle as a leased vehicle 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 subsection (b), where loss or damage occurs to a vehicle, a vehicle's equipment or the contents of a motor home while the vehicle is, with the consent of an insured or the person who owns the vehicle or leases the vehicle as a leased vehicle, 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.

5.19 Leased vehicles – The Corporation may settle claims arising from the operation of a leased vehicle directly with the person who owns the vehicle and the person who leases the vehicle as a 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
 - (i) jointly to:
 - (A) the person who owns the vehicle and, in the case of a leased vehicle, the person who leases the vehicle, and
 - (B) any one or more lienholders, or
 - (ii) the person who owns the vehicle and, in the case of a leased vehicle, the person who leases the vehicle, and any one or more 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 person who owns the vehicle and, in the case of a leased vehicle, the person who leases the vehicle, to the garage that repairs the vehicle,
 - (ii) to the person who owns the vehicle and, in the case of a leased vehicle, the person who leases the vehicle, or
 - (iii) jointly to:
 - (A) the garage that repairs the vehicle, and
 - (B) the person who owns the vehicle and, in the case of a leased vehicle, the person who leases the vehicle.

IMPORTANT: The following wording of this Addendum forms part of the ICBC Garage Policy Booklet, replacing the corresponding wording in condition 4 and subconditions in 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 by section 30.06 (2), 30.07 (1) or (3), 30.071 (1), 30.08 (1), 30.10 (2) or (4) or 30.11 (1) 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 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).

IMPORTANT: The following wording of this Addendum forms part of the ICBC Garage Policy Booklet, replacing the corresponding wording in provisions 1, 2, 5, 6 and 8 of Division 10 – Garage Policy Terms and Conditions, General Provisions, Definitions and Exclusions (APV4C):

Division 10 Garage Policy Terms and Conditions

GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS (APV4C)

1. Additional insureds

The Corporation agrees to indemnify in the same manner and to the same extent as if named herein as the named insured:

- (a) Under sections 1 and 3 of the Garage Policy, in respect of a vehicle not owned by or leased as a leased vehicle to the named insured or such additional insured:
 - (i) every partner, officer or employee of the named insured engaged in the business stated in the Garage Policy, while personally driving in connection with such business and with the consent of the named insured, and
 - (ii) every partner or officer of the named insured while personally driving, provided that such use is occasional and the vehicle is in the care, custody or control of the named insured,
- (b) Under sections 1 and 2 of the Garage Policy, in respect of vehicles owned by or leased as leased vehicles to the named insured:
 - (i) any person or organization legally responsible for the use thereof, if such use is with the permission of the named insured,
- (c) Under section 1 of the Garage Policy only, in respect of a vehicle not owned by or leased as a leased vehicle to the named insured or such additional insured:
 - (i) the named insured or a partner or officer of the named insured, and a member of the household of the named insured or a partner or officer of the named insured, while personally driving any motor vehicle.

2. Consent of insured

No person shall be entitled to indemnity or payment under the Garage Policy who operates any vehicle without the consent of the named insured, or who is an occupant of any vehicle that is being used without the consent of the person who owns the vehicle or leases the vehicle as a leased vehicle, or without the consent, express or implied, of the named insured.

5. Vehicle defined

In the Garage Policy, the following words have the following meanings:

“**owned vehicle**” means

- (a) any vehicle, including its equipment as defined for a declared value vehicle in section 5.11 of the Garage Booklet, owned by or leased as a leased vehicle to the named insured and used in connection with the business stated in the Garage Policy,
- (b) any camper or canopy owned by or leased to the named insured and used in connection with the business stated in the Garage Policy,
- (c) any vehicle sold or leased as a leased vehicle by the named insured in connection with the business stated in the Garage Policy but not delivered by the named insured to the person who purchased or leased the vehicle, and
- (d) notwithstanding sections 1.01(1) and 1.02(2) of the Act, section 2 of the Insurance (Vehicle) Regulation and sections 3.2 and 5.2 of the Garage Booklet, any vehicle that is excluded from the Act and the Regulations or the Garage Policy, when owned by or leased as a leased vehicle to the named insured and used in connection with the business stated in the Garage Policy, but does not include any other vehicle the ownership, use or operation of which is excluded by the general provisions, definitions and exclusions pursuant to the Garage Policy.

“**customer’s vehicle**” means

- (a) a vehicle or camper
 - (i) while being towed by, carried on, or pushed by a vehicle driven by the named insured or the named insured’s partner, officer or employee,
 - (ii) while in the care, custody or control of the insured in connection with the business stated on the Garage Policy for testing, repair, maintenance, servicing, storage, or parking, or
 - (iii) while held for sale on consignment,
 but does not include a vehicle or camper
 - (A) owned by or leased as a leased vehicle to the named insured or the named insured’s partner or officer, or
 - (B) sold or leased as a leased vehicle by the named insured but not delivered by the named insured to the person who purchased or leased the vehicle,
- (b) notwithstanding sections 1.01(1) and 1.02(2) of the Act, section 2 of the Insurance (Vehicle) Regulation and sections 3.2 and 5.2 of the Garage Booklet, a customer’s vehicle includes a vehicle owned by or leased as a leased vehicle to another that is excluded from the Act and Regulations or the Garage Policy where subsection (a) of this definition applies to the vehicle,

- (c) for the purpose only of the Garage Policy, a vehicle that is not owned by or leased as a leased vehicle to the insured shall be deemed to be a customer's vehicle where the insured may be or is vicariously liable to another (excepting only the person who owns or leases the vehicle) because of the use or operation of such vehicle by an agent or servant of the insured in the course of their employment by or agency for the insured.

6. Vehicles Excluded

The Corporation shall not be liable under the Garage Policy (unless otherwise permitted by endorsement) for loss, damage, injury or death arising from the ownership, use or operation of

- (a) any vehicle owned by or leased as a leased vehicle to the named insured in connection with or used for the purposes of any business conducted by, or any employment or occupation for wages or profit engaged in by, the insured other than as stated in the Garage Policy,
- (b) any vehicle owned by or leased as a leased vehicle to the named insured which is designed or modified for racing purposes,
- (c) any vehicle furnished by the named insured to any person except,
 - (i) to a partner, officer or employee active in the business stated in the Garage Policy for regular or frequent use by such person, or
 - (ii) for the irregular and infrequent use of a vehicle by a person or organization with the permission and consent of the named insured,
- (d) any vehicle owned by or leased as a leased vehicle to the named insured
 - (i) designed for the bulk transportation of petroleum products or other materials, or
 - (ii) designed or used for the transportation of more than two other vehicles, or
 - (iii) designed for towing and rendering assistance to another vehicle,
 but this exclusion (d) does not apply to a vehicle described therein when not being used for the purpose of bulk transportation, transportation of more than two other vehicles, or towing or rendering assistance to another vehicle,
- (e) a manufactured home as defined in the Motor Vehicle Act, or
- (f) any vehicle owned by or leased as a leased vehicle to the named insured, with a GVW of 10,000 kg or more that is used for the delivery or carriage of goods of the named insured.

8. Temporary Substitute Vehicle

The use of a courtesy car, owned by or leased as a leased vehicle to the named insured and insured under the Garage Policy, by any customer of the insured shall not be considered the renting or leasing of the vehicle to another person within the meaning of provision 7(a).

IMPORTANT: The following wording of this Addendum forms part of the ICBC Garage Policy Booklet, replacing the corresponding wording in provisions 1 and 2 of Division 10 – Garage Policy Terms and Conditions, Section 1 – Owned or Customers' Vehicles – Third Party Liability, Accident Benefits, First Party Coverage and Undersinsured Motorist Protection Rider (APV4D):

SECTION 1 – OWNED OR CUSTOMERS' VEHICLES – THIRD PARTY LIABILITY, ENHANCED ACCIDENT BENEFITS, BASIC VEHICLE DAMAGE COVERAGE, FIRST PARTY COVERAGE AND UNDERINSURED MOTORIST PROTECTION RIDER (APV4D) INSURING AGREEMENTS

In consideration of the premium paid for the subsection(s) for which a premium is specified under section 1 of the Garage Policy and no other, the Corporation agrees:

1. Under subsection 1A of the Garage Policy to indemnify the insured in accordance with Part 6 of the Insurance (Vehicle) Regulation and Division 4 of the Garage Booklet, if applicable, for third party liability imposed by law upon the insured, for loss or damage arising from the use or operation of an owned vehicle; to pay benefits in accordance with the Act Part 10, Enhanced Accident Benefits; indemnify the insured in accordance with the Act Part 11, Basic Vehicle Damage Coverage; and compensate the insured in accordance with Insurance (Vehicle) Regulation Part 10, First Party Coverage, provided that the Corporation shall not be liable under this subsection
 - (a) for liability imposed upon any person insured by the Garage Policy for bodily injury to or the death of any partner, officer or employee of such person while engaged in the business of the named insured,
 - (b) for any amount in excess of the limits stated in subsection 1A of the Garage Policy,
 - (c) under Part 6 of the Insurance (Vehicle) Regulation for any liability for direct loss or damage to an owned vehicle or a customer's vehicle, or
 - (d) under Part 6 of the Insurance (Vehicle) Regulation for any liability arising out of indirect loss or damage to the customer's vehicle (other than loss of use, subject to a limit of \$100 per day and a total limit of \$2000 per vehicle per occurrence), including but not limited to, accelerated depreciation or consequential loss.

2. Under subsection 1B of the Garage Policy to indemnify the insured in accordance with Insurance (Vehicle) Regulation Part 6 and Division 4 of the Garage Booklet, if applicable, for third party liability imposed by law upon the insured for loss or damage occurring while the customer's vehicle is in the care, custody, or control of the insured and arising from the use or operation of a customer's vehicle; to pay benefits in accordance with the Act Part 10, Enhanced Accident Benefits; indemnify the insured in accordance with the Act Part 11, Basic Vehicle Damage Coverage; and compensate the insured in accordance with Insurance (Vehicle) Regulation Part 10, First Party Coverage, provided that the Corporation shall not be liable under this subsection
 - (a) for any liability imposed upon any person insured by the Garage Policy for bodily injury to or the death of any partner, officer or employee of such person while engaged in the business of the named insured,
 - (b) for any amount in excess of the limits stated in subsection 1B of the Garage Policy,
 - (c) under Part 6 of the Insurance (Vehicle) Regulation for any liability for direct loss or damage to an owned vehicle or a customer's vehicle, or
 - (d) under Part 6 of the Insurance (Vehicle) Regulation for any liability arising out of indirect loss or damage to the customer's vehicle (other than loss of use, subject to a limit of \$100 per day and a total limit of \$2000 per vehicle per occurrence), including but not limited to, accelerated depreciation or consequential loss.

IMPORTANT: The following wording of this Addendum forms part of the ICBC Garage Policy Booklet, replacing the corresponding wording in provisions 3 and 4 of Division 10 – Garage Policy Terms and Conditions, Section 3 – Legal Liability for Own Damage Coverage to Customers' Vehicles Rider (APV4F):

SECTION 3 – LEGAL LIABILITY FOR OWN DAMAGE COVERAGE TO CUSTOMERS' VEHICLES RIDER (APV4F) INSURING AGREEMENTS

3. Under subsection 3C of the Garage Policy to indemnify the insured, in accordance with Division 5 of the Garage Booklet (Own Damage Coverage) for liability for direct loss or damage to a customer's vehicle caused by specified perils while in the care, custody or control of the insured, provided that the Corporation shall not be liable under this subsection
 - (a) for any amount in excess of the limit stated in subsection 3C of the Garage Policy,
 - (b) for any amount in excess of the actual cash value of the customer's vehicle at the time of loss or damage, not exceeding the actual cost to the insured,
 - (c) for any loss arising out of indirect loss or damage (other than loss of use, subject to a limit of \$100 per day and a total limit of \$2000 per vehicle per occurrence) including but not limited to accelerated depreciation or consequential loss,
 - (d) for loss or damage from theft from any open lot or unroofed space owned, leased, rented or controlled by the insured except for theft of an entire vehicle, or
 - (e) for any direct or indirect loss or damage caused to a customer's vehicle deemed so to be by clause (c) of the definition of "customer's vehicle" in the APV4C – General Provisions, Definitions and Exclusions.
4. The following Insuring Agreement applies to subsection 3A, 3B or 3C of the Garage Policy. The policy affords own damage coverage to a customer's vehicle (except a customer's vehicle that is carried in or upon another vehicle owned, leased, rented or hired by the insured that is either (i) designed as a vehicle carrier or (ii) carrying more than two vehicles) for direct loss or damage caused by a vehicle described in provision 6 of the APV4C – General Provisions, Definitions and Exclusions, but this clause does not apply to any customers' vehicles deemed so to be by clause (c) of the definition of "customer's vehicle" in the APV4C – General Provisions, Definitions and Exclusions.

IMPORTANT: The following wording of this Addendum forms part of the ICBC Garage Policy Booklet, replacing the corresponding wording in the introductory text and clauses (a) and (g) of Division 10 – Garage Policy Terms and Conditions, Consequential Loss Endorsement (Customers' Vehicles) (APV4P):

CONSEQUENTIAL LOSS ENDORSEMENT (CUSTOMERS' VEHICLES) (APV4P)

The Corporation agrees, following an occurrence for which indemnity is provided under subsection 3A, 3B or 3C of the Garage Policy to indemnify the insured for liability imposed by law upon the insured for

- (a) costs incurred by the following person to obtain a replacement vehicle:
 - (i) the person who owns the vehicle involved in the occurrence, or
 - (ii) in the case of a leased vehicle, the person who leases as a leased vehicle the vehicle involved in the occurrence,
 (hereinafter called the customer); and/or
- (g) the insured shall take all reasonable measures to reduce any loss covered under this endorsement including making use of:
 - (i) vehicles owned by or leased as leased vehicles to, or
 - (ii) merchandise or other property owned, leased or rented by, the insured, and failure of the insured to do so may result in a reduction of the amount payable hereunder,