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ICBC Autoplan Optional Policy



Insurance Corporation of British Columbia Autoplan Optional Policy

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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.

Division 1 – Insuring Agreements

In consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions stated in this policy, and subject always to the condition that the Corporation shall be liable only under the Division(s), Part(s) or section(s) of this policy which are indicated as applicable or for which a premium is specified in an owner's certificate, and no other, the Corporation agrees as follows:

Division 2 – Definitions and Interpretation

- 2.1 **Application** – Unless otherwise provided, the terms and conditions of this Division 2 apply to all Divisions of this policy.
- 2.2 **Act and Regulation 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 section 1 of the Insurance (Vehicle) Regulation (the “Regulation”) and apply to this policy even if in the context of the Act or Regulation they apply only to universal compulsory vehicle insurance.
- 2.3 **Definitions** – unless otherwise defined in this policy, the following words and phrases have the following meanings:
- “**applicant**” means a person who applies for insurance evidenced by this policy, and for the purposes of Divisions 6 and 7 includes an assigned corporate driver;
- “**application**” means an application in a form prescribed by the Corporation and signed by the applicant;
- “**assigned corporate driver**” means a person assigned by the owner or lessee named in an owner's certificate to be the principal driver of a vehicle described in the owner's certificate where
- the owner or lessee is not an individual, and
 - the assigned vehicle is a taxable benefit to the assigned person under the Income Tax Act (Canada);
- “**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,
- 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,

- a pedestrian as defined in Part 3 of the Motor Vehicle Act,
- a vehicle attached to the vehicle, and
- 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;

“**comprehensive coverage**” means coverage for loss or damage other than loss or damage to which collision coverage applies and includes coverage for loss or damage caused by missiles, falling or flying objects, lightning, fire, theft or attempted theft, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion or the stranding, sinking, burning, derailment, upset or collision of a conveyance in or on which a vehicle is being transported on land or water, vandalism and impact with a domestic or wild animal, either living or dead;

“**Corporation**” or “**insurer**” mean the Insurance Corporation of British Columbia;

“**industrial machine**” means a motor vehicle licensed or eligible to be licensed under section 10 of the Motor Vehicle Act but does not include

- a road building machine, or
- a motor vehicle designed or used primarily for transporting persons;

“**location address**” means the place where a vehicle is primarily kept when not in use;

“**owner's certificate**” means an owner's certificate as defined in the Act that indicates that coverage under this policy has been purchased and includes any amendment or endorsement to an owner's certificate;

“**premium-related debt**” includes interest, charges and fees due to the Corporation, including those for financial assistance given by the Corporation in respect of premium;

“**private passenger motor vehicle**” means a motor vehicle that is registered and licensed under the Motor Vehicle Act as a private passenger vehicle;

“**specified perils coverage**” means coverage for loss or damage caused by falling or forced landing of an aircraft or part of an aircraft, fire, lightning, theft or attempted theft, explosion, earthquake, windstorm, hail, rising water, riot or civil commotion or the stranding, sinking, burning, derailment, upset or collision of a conveyance in or on which a vehicle is being transported on land or water;

2.4 **References** – A reference:

- (a) to a certificate, policy, endorsement, permit or licence is a reference to a valid and subsisting certificate, policy, endorsement, permit or licence, and
- (b) to this policy or this contract includes this document, the application for this policy, and the owner's certificate.

Division 3 – General Terms and Conditions

3.1 **Application** – Unless otherwise provided, the terms and conditions of this Division 3 apply to all Divisions of this policy.

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,
- (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 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) snowmobile or a snow vehicle.

3.3 **Interpretation Act** – Section 25 (2) and (3) 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.

3.4 **Premiums and payments** –

- (a) Any premium payable or refundable in respect of changes to or termination of this policy shall be rounded to the nearest dollar and an amount ending in 50 cents shall be raised to the next higher dollar, but no payment shall be required and no refund shall be made if the rounded total is less than \$5.
- (b) The Corporation may recover interest on unpaid premium and premium-related debt at the rate set out from time to time for the same purpose in the tariff or schedule of rates for universal compulsory vehicle insurance approved by the British Columbia Utilities Commission.
- (c) The following are jointly and severally liable to the Corporation to pay for premium or premium-related debt owing to the Corporation in respect of this policy:
 - (i) each registered owner of a vehicle for which this policy is issued;
 - (ii) each registered owner and each lessee of a leased vehicle for which this policy is issued, regardless of whether the registered owner or the lessee paid for the insurance.

3.5 **Substitute vehicles** – 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, and
- (c) removes the number plates from the described vehicle, in accordance with section 3.05 of the Motor Vehicle Act Regulations, B.C. Reg. 26/58, 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.

3.6 **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 prescribed substances under the Atomic Energy 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 radio-isotopes 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 utilizing radio-isotopes.

Division 4 – Extension Third Party Liability Insurance Coverage

Coverage provided by this contract that extends the limit of coverage that is specified in a certificate or a policy is provided on the same terms and conditions of the coverage that is extended, except in respect of a prohibition, exclusion or different limit of coverage that is permitted by the Insurance (Vehicle) Act.

- 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 owner's certificate. Coverage provided under this section is on the same terms and conditions as set out in the Act and Regulation for third party liability insurance coverage provided under Part 1 of the Act, unless otherwise provided in this policy, an endorsement or amendment to this policy, or a special coverage certificate or policy.

Division 5 – Own Damage Coverage

This policy contains a partial payment of loss clause.

PART 1 – INTERPRETATION AND APPLICATION

- 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, or
- (d) the lessee of a vehicle described in an owner's certificate;

“**motor home**” means a motor home as defined in 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.

- 5.2 **Application** – This Division does not apply and no own damage coverage will be provided in respect of
- (a) a mobile crane, meaning a fixed load vehicle to which is permanently attached a machine for the raising, shifting and lowering of weights by means of a projecting swinging arm,
 - (b) logging machinery or equipment, other than a logging truck or trailer designed principally for use on a highway, and
 - (c) an industrial machine of the crawler type, other than a snow vehicle and a snowmobile.
- 5.3 **Own damage coverage** – The Corporation shall provide the type of own damage coverage for which a premium is indicated on the owner's certificate or special coverage certificate or policy.

PART 2 – TYPES OF OWN DAMAGE COVERAGE

PART 2A – COLLISION, COMPREHENSIVE AND SPECIFIED PERILS

- 5.4 **Indemnity** – With respect to the type of coverage for which a premium is indicated on an owner's certificate or special coverage certificate or policy, the Corporation shall, subject to the terms of this Division, indemnify an insured, to the extent of the insured's insurable interest, in respect of direct and accidental loss or damage to the vehicle described in the owner's certificate or its equipment or both that
- (a) occurs in Canada or the United States of America or on a vessel travelling between Canada and the United States of America, and
 - (b) is caused by one of the perils for which the own damage coverage is provided.
- 5.5 **Additional coverage** – Where loss or damage described in section 5.4 occurs, the Corporation shall pay, in addition to any amount payable for the loss or damage, any amount for which the insured is liable for
- (a) any general average, salvage or fire department charges,
 - (b) any customs duties or bond required by Canada or the United States of America arising from replacement parts used to repair the vehicle in the United States of America as a result of an accident occurring there, and
 - (c) any bond required by a court, a province of Canada or a state of the United States of America.
- 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, 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 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 owned by or leased to an insured except, in the case of a leased motor vehicle, it may include a motor vehicle owned by a lessor.

- (b) Subject to subsection (c), the Corporation shall indemnify an insured for liability imposed by law, or assumed under a contract or other agreement, for direct and accidental loss or damage to a temporary substitute motor vehicle arising from the care, custody or control of the motor vehicle by the insured.
 - (c) Indemnity 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 of the temporary substitute motor vehicle, who has not breached a term or condition of this policy, to indemnity under this section.
- 5.7 **Limit of liability** –
- (a) If an owner's certificate sets out a deductible amount of \$300 for comprehensive coverage, the deductible amount applicable to any claim that includes windshield damage shall be \$200.
 - (b) The liability of the Corporation in respect of loss or damage to
 - (i) a motor vehicle constructed as a motor home but not described as a motor home in the owner's certificate issued for the motor vehicle, or
 - (ii) a vehicle constructed as a custom vehicle but not identified by a vehicle identification code as a custom vehicle in the owner's certificate issued for the vehicleis limited to the actual cash value of the motor vehicle or vehicle and the equipment referred to in section 5.11 (b).
- 5.8 **Repairs or replacement at cost** – An insured who is in the business of a garage service operator shall, on request of the Corporation, repair or replace a vehicle for which the insured makes a claim under this Division, and any amount payable to the insured in respect of the vehicle shall not exceed the actual cost to the insured of repairing or replacing the vehicle.
- 5.9 **Restrictions on indemnity** –
- (a) The Corporation is not liable to indemnify any person under comprehensive or collision coverage for loss or damage

- (i) to tires,
- (ii) consisting of, or caused by, mechanical fracture, failure or breakdown of any part of a motor vehicle, or
- (iii) caused by
 - (A) explosion within the combustion chamber,
 - (B) rust,
 - (C) corrosion,
 - (D) freezing, or
 - (E) wear and tear,

unless the loss or damage is coincidental with other loss or damage for which indemnity is provided under comprehensive or collision coverage or is caused by fire, theft or malicious mischief.

- (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, or
 - (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.

5.10 Declaration of value –

- (a) Where a declared value set out in an owner’s certificate is less than 90 per cent of the actual cash value of the vehicle together with its equipment, the insured is a co-insurer with the Corporation for any loss or damage to the vehicle and its equipment, and the amount of the co-insured portion of the loss or damage for which indemnity is afforded by the Corporation shall be determined by the following formula:

$$\left(\frac{dv}{acv} \times loss \right) - deductible = claim$$

where

“**dv**” means the declared value of the vehicle and its equipment;

“**acv**” means the actual cash value of the vehicle and its equipment;

“**loss**” means

- (i) where the vehicle is repairable, the cost of repairing the vehicle and its equipment, or
- (ii) where the vehicle is not repairable, the actual cash value of the vehicle and its equipment;

“**deductible**” means the deductible amount applicable to the type of own damage coverage provided for the loss or damage;

“**claim**” means the amount payable by the Corporation to the insured for the Corporation’s portion of the total value of the loss or damage to the vehicle and its equipment.

(b) This section does not apply where

- (i) the actual cash value of a vehicle and its equipment is less than \$10,000, unless the actual cash value of the vehicle and its equipment exceeds its declared value by at least \$1,000,
- (ii) the Corporation accepts an application for own damage coverage after inspecting the vehicle, or
- (iii) a vehicle is rated in vehicle rate class 701 or 705.

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) with respect to a collision claim for a motorcycle, helmets designated as approved motorcycle safety helmets under the Motor Vehicle Act regulations,
- (iv) sufficient floor mats for the motor vehicle,
- (v) one non-permanently attached carrying rack, to a maximum value of \$1,000,

and for all vehicles includes

- (vi) 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.

- (b) Subject to subsections (d) and (e) where the premium for a motor vehicle insured under this Division is determined by vehicle rate group, coverage is provided for loss or damage to
 - (i) original manufacturer’s equipment,
 - (ii) additional equipment,
 - (iii) paint finish applied by the manufacturer or another similar paint finish, including pinstriping, lettering, or sign painting,
 - (iv) any other permanently attached equipment, including a custom paint finish, to a maximum aggregate value of \$5,000 (except equipment described in subsections (v) and (vi)),
 - (v) any equipment attached to a motor vehicle that is required to make the vehicle wheelchair accessible, and
 - (vi) sound and communication equipment that is permanently attached equipment or attached by a shuttle mount, to a maximum aggregate value of \$1,000.
- (c) Subject to subsections (d) and (e) where the premium for a vehicle insured under this Division is determined by the declared value of the vehicle, coverage is provided for loss or damage to
 - (i) original manufacturer’s equipment,
 - (ii) additional equipment,
 - (iii) any other permanently attached equipment,
 - (iv) all paint finish, including custom paint finish,
 - (v) sound and communication equipment attached by a shuttle mount,
 - (vi) fixtures and fittings not permanently attached that form part of the equipment of a motor home or of a travel trailer rated in vehicle rate class 550 or 551,
 - (vii) television sets and video players that are permanently attached to a motor home, leisure van, limousine, or to a travel trailer rated in vehicle rate class 550 or 551, and are designed to be removable from the vehicle for operation in another location, and

(viii) one spare tire and wheel,

only if the value of the equipment is included in the declared value of the vehicle.

(d) Coverage is provided under subsections (b) and (c) for loss or damage to equipment that was attached to or installed in a vehicle and at the time of loss or damage

(i) remains attached to or installed in the vehicle, or

(ii) is temporarily removed from the 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,

(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, and

(iii) coverage for motorcycle safety helmets is limited to the replacement cost of not more than 2 such helmets to a limit of \$300 per helmet.

5.12 Motor home contents –

(a) In this section:

“**contents of the motor home**” means unattached personal property only while contained in an insured motor home but does not include any of the following:

(i) motorized vehicles, bicycles or watercraft, or the furnishings, equipment or belongings of any of them,

(ii) money, bullion, securities, manuscripts, jewelry, precious and semi-precious stones, watches, furs, articles of clothing, stamps and philatelic

property, collections of coins or paper currency, books of account, evidence of title or debt, bills or other documents,

(iii) property pertaining to a business, profession or occupation,

(iv) property illegally acquired, kept, stored or transported,

(v) equipment for which coverage is provided under section 5.11 (c), or any other sound and communication equipment, television set or video player, whether permanently attached to the motor home or not.

“**replacement cost**” means the cost, at the time of the loss or damage, to replace with like kind and quality, without deduction for depreciation.

(b) In addition to the coverage for equipment provided under section 5.11, for a motor vehicle described in an owner’s certificate as a motor home, the Corporation will indemnify the insured to the extent of the insured’s insurable interest, in an amount not exceeding \$2,000, for the replacement cost of the contents of the motor home as a result of the direct and accidental loss or damage to the contents of the motor home caused by one of the perils for which a premium for own damage coverage is indicated on the owner’s certificate for the motor home.

(c) If the insured has a claim under this Division for both loss or damage to the motor home and its equipment and loss or damage to the contents of the motor home and that loss or damage results from the same occurrence, the deductible amount applicable to the type of own damage coverage shall only be applied once to the total value of the combined loss or damage to the motor home and its equipment and to the contents of the motor home.

5.13 Loss of use due to theft –

(a) In this section, “vehicle” does not include a taxi, a U-drive, a limousine use vehicle that is rated in vehicle rate class 695, or a limousine that is used for hire.

(b) Where loss or damage arises out of theft of an entire vehicle covered under this Division, the Corporation shall, subject to subsection (c) and section 5.9 (b) (iii), reimburse the insured for the expense incurred in renting a substitute vehicle, hiring a taxi or using public transportation.

(c) Reimbursement under this section

(i) is limited to expenses incurred during the period commencing 72 hours after the theft is reported to the police and terminating on the earlier of

(A) the date on which repairs to the insured vehicle are completed, or

- (B) the date on which the Corporation settles or offers to settle the claim in respect of the vehicle,
- (ii) shall not exceed \$40 per day up to a total limit of \$800, and
- (iii) is available only after the total limits of loss of use coverage to which the insured may be entitled under section 5.14 and either section 6.2 or 7.2 have been exhausted.

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 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.

PART 3 – GENERAL TERMS AND CONDITIONS

5.15 **Claims** – Each occurrence causing loss or damage for which coverage is provided under this Division gives rise to a separate claim.

5.16 **Condition** – The Corporation is not liable under this Division

- (a) to an owner of a vehicle 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 owner, 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 67 or 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 owner of a vehicle insured under this Division in respect of temporary repairs made in order to move the vehicle,

under its own power, to a place where repairs are to be completed, if the owner of the 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 or motor home is, with the consent of the owner, 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 67 or 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.
- (b) That part of the amount paid under this Division that is recoverable by the Corporation from a person who had care, custody or control of a vehicle under a bill of lading shall not exceed the amount by which the liability of that person is limited under the bill of lading.

5.19 Leased vehicles – The Corporation may settle claims arising from the operation of a vehicle leased or rented under a written agreement of more than one month directly with the owner and lessee of the vehicle, as their interests appear.

5.20 Right of lienholder to submit statutory declaration –

- (a) Where an owner 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.

- (b) On receipt of the documents described in subsection (a), the Corporation may, at its sole discretion, subject to subsections (c) and (d), pay insurance money solely to the lienholder.
- (c) The Corporation shall not pay any amount under subsection (b) to a lienholder who fails to comply with all the terms and conditions of this Division.
- (d) If the Corporation elects to pay insurance money solely to the lienholder under subsection (b), the amount shall not be greater than that to which the insured is entitled and shall be limited to the amount by which
 - (i) the declared value of the vehicle,
 - (ii) the actual cash value of the vehicle, or
 - (iii) the value of the interest of the lienholder in the vehicle immediately before the loss or damage occurred,whichever is least, exceeds the applicable deductible amount.

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 owner and any one or more lienholders or to the owner 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 owner, to the garage that repairs the vehicle,
 - (ii) to the owner of the vehicle, or
 - (iii) jointly to the garage that repairs the vehicle and to the owner of the vehicle.

5.22 Other insurance – Where an insured is insured by one or more other insurers for loss or damage for which coverage is also provided under this Division,

- (a) the insured shall, on the occurrence of the loss or damage, promptly disclose to the Corporation details of the other insurance, and
- (b) the Corporation is liable for no more than,

- (i) where the policy limit of each other insurer equals the amount by which the liability of the Corporation is limited under section 5.7 and Prescribed Condition 5, that share of the loss or damage, up to the amount by which liability is so limited, that is proportionate to the total number of insurers providing coverage for the loss or damage, and
- (ii) where the policy limit of one or more of the insurers differs from the amount by which the liability of the Corporation is limited under section 5.7 and Prescribed Condition 5, that share of the loss or damage, up to the amount by which liability is limited under the coverage having the lowest limit, that is proportionate to the total number of insurers providing coverage for the loss or damage.

Division 6 – RoadStar Package

- 6.1 **Territorial limit** – The indemnity provided under this Division applies only to a loss that occurs in Canada or the United States of America or on a vessel travelling between Canada and the United States of America.
- 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 has a daily limit of \$100 for all vehicles other than motor homes and shall not exceed a total limit of
 - (i) \$1,000 in the case of a motor home, and
 - (ii) \$500 in all other cases.
 - (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 as set out in Division 9 with respect to the coverage provided under a 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 or benefits as may be payable under each of the following sections:

SECTION	COVERAGES	LIMIT OF LIABILITY
A	THIRD PARTY LIABILITY (Regulation, Part 6) (this policy, Division 4)	\$1,000,000
B	ACCIDENT BENEFITS (Regulation, Part 7)	AS PER REGULATION
C	UNDERINSURED MOTORIST PROTECTION (Regulation, Part 10, Division 2)	AS PER REGULATION
D	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)
E	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 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, D and E of the Rental Vehicle Policy (APV281), only if the spouse is shown or included as a permitted driver on the contract for the rental or lease of the non-owned vehicle.

- (c) The non-owned vehicle for which coverage applies under this section must be one which is
- (i) a courtesy car, or
 - (ii) rented from an established rental service under a written rental agreement for a period not exceeding 30 days.
- (d) The non-owned vehicle referred to in subsection (c) (ii) may be rented in the name of the named insured, but when the named insured is the employer of the assigned corporate driver, it must be rented for use by the assigned corporate driver or the spouse of the assigned corporate driver.
- (e) Reimbursement under this section is primary coverage and reimbursement under section 5.6 is excess to the coverage provided under this section.
- (f) Reimbursement under section E of the Rental Vehicle Policy (APV281) is excess to the coverage provided under section 6.4.
- (g) Condition 4 of the special terms, conditions and limitations of Section D of the insuring agreements of the Rental Vehicle Policy (APV281) set out in Division 9 does not apply to this section.
- (h) If coverage is provided to an insured for rental vehicle coverage by more than one RoadStar package, Roadside Plus package under Division 7 of this policy, or Rental Vehicle Policy (APV281 or APV281L), the insured shall be reimbursed only under the package or policy which provides the insured with the higher or highest amount of reimbursement, and if the amounts are equal, the Corporation may determine the package or policy that applies.

6.4 Vehicle travel protection coverage –

- (a) Subject to subsections (b) to (g), the Corporation agrees to reimburse the named insured in accordance with and subject to the terms, conditions and exclusions of the Vehicle Travel Protection Policy (APV314) set out in Division 9 for those expenses paid or payable by the named insured that are to be reimbursed under such following sections of this section 6.4(a), where the expenses directly result either from theft that occurs during the term of this policy to the vehicle described in the owner's certificate or from an accident that occurs during the term of this policy, with the following limits:

SECTION	EXPENSE	LIMITS
A	ADDITIONAL LIVING EXPENSES OPTION	A: \$500 MAXIMUM PER OCCURRENCE (IF TOTAL NUMBER OF INSUREDS IS 2 OR LESS) B: \$1000 MAXIMUM PER OCCURRENCE (IF TOTAL NUMBER OF INSUREDS IS 3 OR MORE) C: \$2000 MAXIMUM PER OCCURRENCE IN THE CASE OF A MOTOR HOME
B	REPLACEMENT VEHICLE EXPENSES	\$500 MAXIMUM PER OCCURRENCE
C	TOWING EXPENSES	\$100 MAXIMUM PER OCCURRENCE, OR \$250 MAXIMUM PER OCCURRENCE IN THE CASE OF A MOTOR HOME
D	TRAVEL EXPENSES FOR INSURED TO RETURN TO HOME	A: \$1500 MAXIMUM PER OCCURRENCE (IF TOTAL NUMBER OF INSUREDS IS 2 OR LESS) B: \$3000 MAXIMUM PER OCCURRENCE (IF TOTAL NUMBER OF INSUREDS IS 3 OR MORE)
E	EXPENSES TO RETURN THE DESCRIBED VEHICLE TO HOME	\$750 MAXIMUM PER OCCURRENCE, OR \$1000 MAXIMUM PER OCCURRENCE IN THE CASE OF A MOTOR HOME
F	REIMBURSEMENT OF COLLISION DEDUCTIBLE	THE AMOUNT OF THE DEDUCTIBLE APPLICABLE TO THE COLLISION COVERAGE UNDER THE OWNER'S CERTIFICATE

- (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, rented or borrowed by the insured;

“home” means

- (i) the address of the insured as shown on 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 in the owner’s certificate,
- (ii) an assigned corporate driver, or
- (iii) the spouse of a person described in paragraph (i) or (ii).

- (c) The indemnity provided under this section applies only to journeys not exceeding 30 days.
- (d) Items 1, 4, 14 and 18 (b) of the general terms, conditions and limitations of the Vehicle Travel Protection Policy (APV314) do not apply to this section.
- (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 to the insured.
- (f) Reimbursement provided under this section is excess to the coverage provided under section 6.2 but is primary to any coverage provided under section 5.13 or 5.14.
- (g) If coverage is provided to an insured or an additional insured under a Vehicle Travel Protection Policy (APV314) by more than one RoadStar package, Roadside Plus package under Division 7 of this policy or Vehicle Travel Protection Policy (APV314), the insured or the additional insured shall be reimbursed only under the package or policy which provides the insured or the additional insured with the higher or highest amount of reimbursement, and, if the amounts are equal, the Corporation may determine the package or policy that applies.

6.5 Locks, keys, and remote keyless entry transmitters –

- (a) Subject to subsections (b) to (d), the Corporation will provide coverage for the motor vehicle described in the owner’s certificate to reimburse
 - (i) the cost to replace the keys or a remote keyless entry transmitter that has been stolen, and
 - (ii) the cost to re-key or re-code motor vehicle locks where the keys or a remote keyless entry transmitter has been stolen.

- (b) The coverage under subsection (a) is conditional on the following:
 - (i) the insured has purchased from the Corporation, in respect of the motor vehicle referred to in subsection (a), comprehensive coverage or specified perils coverage;
 - (ii) the insured has, within 48 hours after discovery of the theft referred to in subsection (a), reported the theft to the police;
 - (iii) the insured advises the Corporation of the police case file number.
- (c) The liability of the Corporation for payment of a claim under this section is limited to the lesser of
 - (i) \$500, and
 - (ii) the amount by which the costs described under subsection (a) exceed the deductible amount set out in the owner’s certificate for comprehensive coverage or specified perils coverage in respect of the motor vehicle referred to in subsection (a).
- d) Coverage provided under this section does not apply in respect of a temporary substitute motor vehicle defined in section 5.6.

Division 7 – Roadside Plus Package

7.1 **Territorial limit** – The indemnity provided under this Division applies only to a loss that occurs in Canada or the United States of America or on a vessel travelling between Canada and the United States of America.

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 has a daily limit of \$100 for all vehicles other than motor homes and shall not exceed a total limit of
 - (i) \$1,000 in the case of a motor home, and
 - (ii) \$750 in all other cases.

- (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 as set out in Division 9 with respect to the coverage provided under a 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 or benefits as may be payable under each of the following sections:

SECTION	COVERAGES	LIMIT OF LIABILITY
A	THIRD PARTY LIABILITY (Regulation, Part 6) (this policy, Division 4)	\$2,000,000
B	ACCIDENT BENEFITS (Regulation, Part 7)	AS PER REGULATION
C	UNDERINSURED MOTORIST PROTECTION (Regulation, Part 10, Division 2)	AS PER REGULATION
D	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)
E	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 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, D and E of the Rental Vehicle Policy (APV281), only if the spouse is shown or included as a permitted driver on the contract for the rental or lease of the non-owned vehicle.

- (c) The non-owned vehicle for which coverage applies under this section must be one which is
 - (i) a courtesy car, or
 - (ii) rented from an established rental service under a written rental agreement for a period not exceeding 30 days.
- (d) The non-owned vehicle referred to in subsection (c) (ii) may be rented in the name of the named insured, but when the named insured is the employer of the assigned corporate driver, it must be rented for use by the assigned corporate driver or the spouse of the assigned corporate driver.
- (e) Reimbursement under this section is primary coverage and reimbursement under section 5.6 is excess to the coverage provided under this section.
- (f) Reimbursement under section E of the Rental Vehicle Policy (APV281) is excess to the coverage provided under section 7.4.
- (g) Condition 4 of the special terms, conditions and limitations of Section D of the insuring agreements of the Rental Vehicle Policy (APV281) set out in Division 9 does not apply to this section.
- (h) If coverage is provided to an insured for rental vehicle coverage by more than one Roadside Plus package, RoadStar package under Division 6 of this policy, or Rental Vehicle Policy (APV281 or APV281L), the insured shall be reimbursed only under the package or policy which provides the insured with the higher or highest amount of reimbursement, and if the amounts are equal, the Corporation may determine the package or policy that applies.

7.4 Vehicle travel protection coverage –

- (a) Subject to subsections (b) to (g), the Corporation agrees to reimburse the named insured in accordance with and subject to the terms, conditions and exclusions of the Vehicle Travel Protection Policy (APV314) set out in Division 9 for those expenses paid or payable by the named insured that are to be reimbursed under such following sections of this section 7.4(a), where the expenses directly result either from theft that occurs during the term of this policy to the vehicle described in the owner's certificate or from an accident that occurs during the term of this policy, with the following limits:

SECTION	EXPENSE	LIMITS
A	ADDITIONAL LIVING EXPENSES OPTION	A: \$1000 MAXIMUM PER OCCURRENCE (IF TOTAL NUMBER OF INSUREDS IS 2 OR LESS) B: \$2000 MAXIMUM PER OCCURRENCE (IF TOTAL NUMBER OF INSUREDS IS 3 OR MORE) C: \$2000 MAXIMUM PER OCCURRENCE IN THE CASE OF A MOTOR HOME
B	REPLACEMENT VEHICLE EXPENSES	\$500 MAXIMUM PER OCCURRENCE
C	TOWING EXPENSES	\$100 MAXIMUM PER OCCURRENCE, OR \$250 MAXIMUM PER OCCURRENCE IN THE CASE OF A MOTOR HOME
D	TRAVEL EXPENSES FOR INSURED TO RETURN TO HOME	A: \$3000 MAXIMUM PER OCCURRENCE (IF TOTAL NUMBER OF INSUREDS IS 2 OR LESS) B: \$6000 MAXIMUM PER OCCURRENCE (IF TOTAL NUMBER OF INSUREDS IS 3 OR MORE)
E	EXPENSES TO RETURN THE DESCRIBED VEHICLE TO HOME	\$750 MAXIMUM PER OCCURRENCE, OR \$1000 MAXIMUM PER OCCURRENCE IN THE CASE OF A MOTOR HOME
F	REIMBURSEMENT OF COLLISION DEDUCTIBLE	THE AMOUNT OF THE DEDUCTIBLE APPLICABLE TO THE COLLISION COVERAGE UNDER THE OWNER'S CERTIFICATE

- (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, rented or borrowed by the insured;

"**home**" means

- (i) the address of the insured as shown on 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 in the owner's certificate,
(ii) an assigned corporate driver, or
(iii) the spouse of a person described in paragraph (i) or (ii).
- (c) The indemnity provided under this section applies only to journeys not exceeding 30 days.
- (d) Items 1, 4, 14 and 18 (ii) of the general terms, conditions and limitations of the Vehicle Travel Protection Policy (APV314) do not apply to this section.
- (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 to the insured.
- (f) Reimbursement provided under this section is excess to the coverage provided under section 7.2 or 7.8 but is primary to any coverage provided under section 5.13 or 5.14.
- (g) If coverage is provided to an insured or an additional insured under a Vehicle Travel Protection Policy (APV314) by more than one Roadside Plus package, RoadStar package under Division 6 of this policy or Vehicle Travel Protection Policy (APV314), the insured or the additional insured shall be reimbursed only under the package or policy which provides the insured or the additional insured with the higher or highest amount of reimbursement, and, if the amounts are equal, the Corporation may determine the package or policy that applies.

7.5 Emergency roadside expense repayment –

- (a) Subject to subsections (b) to (i), the Corporation will provide coverage for the loss of use of the motor vehicle to which the Roadside Plus package applies due to its disablement for any reason other than
- (i) as a result of a peril for which coverage would be provided under collision or specified perils coverage, or
- (ii) loss or damage caused by missiles, falling or flying objects, malicious mischief, vandalism and impact with a domestic or wild animal, either living or dead,
- and will reimburse
- (iii) the cost to provide emergency service to enable the motor vehicle to become operational,

- (iv) the cost to transport the motor vehicle to the appropriate repair facility if the vehicle cannot be made operational, and
 - (v) if costs are incurred under paragraph (iv), the reasonable and necessary costs incurred in the commencement or completion of a journey.
- (b) The coverage under subsection (a) is conditional on the insured having, within 12 months of the loss, presented to the Corporation receipted bills for the services provided under subsection (a) together with acceptable evidence of the loss of use of the motor vehicle.
 - (c) The liability of the Corporation for payment of a claim under this section is limited to the lesser of the total costs described under subsection (a) or \$50.
 - (d) The Corporation is not liable for payment under this section for more than 2 claims per policy term.
 - (e) Coverage provided under this section does not include the cost of parts or supplies, including gasoline, oil, batteries and tires.
 - (f) No deductible applies to claims payable under this section.
 - (g) Coverage provided under this section applies only in excess of any other valid and collectible emergency road service insurance or benefits available and any such insurance or benefit shall be primary to the coverage provided by this section.
 - (h) Coverage provided under this section does not apply for any claim for reimbursement, in full or part, of any deductible applied to a loss payable under any contract for collision, comprehensive or specified perils coverage provided by the Corporation or any other insurer.
 - (i) Coverage provided under this section does not apply in respect of a temporary substitute motor vehicle defined in section 5.6.

7.6 Locks, keys, and remote keyless entry transmitters –

- (a) Subject to subsections (b) to (e), the Corporation will provide coverage for the motor vehicle described in the owner's certificate to reimburse
 - (i) the cost to replace the keys or a remote keyless entry transmitter that has been stolen, and
 - (ii) the cost to re-key or re-code motor vehicle locks where the keys or a remote keyless entry transmitter has been stolen.
- (b) The coverage under subsection (a) is conditional on the following:
 - (i) the insured has purchased from the Corporation, in respect of the motor vehicle referred to in subsection (a), comprehensive coverage or specified perils coverage;

- (ii) the insured has, within 48 hours after discovery of the theft referred to in subsection (a), reported the theft to the police;
 - (iii) the insured advises the Corporation of the police case file number.
- (c) The liability of the Corporation for payment of a claim under this section is limited to the lesser of
 - (i) the total costs described in subsection (a), and
 - (ii) \$1,000.
 - (d) No deductible applies to claims payable under this section.
 - (e) Coverage provided under this section does not apply in respect of a temporary substitute motor vehicle defined in section 5.6.

7.7 Family worldwide transportation –

- (a) In this section:
 - “**family member**” means a person who is a member of the insured's household or a member of the insured's immediate family;
 - “**immediate family**” includes a spouse, parent, natural or adopted child, step-child, legal guardian, step-parent, grandparent, grandchild, in-law, brother, sister, step-brother, step-sister, aunt, uncle, niece or nephew of the insured;
 - “**insured**” means a resident of British Columbia who is
 - (i) the person named in the owner's certificate,
 - (ii) an assigned corporate driver, or
 - (iii) a member of the household of a person described in paragraph (i) or (ii);
 - “**life threatening injury**” means any injury arising from a motor vehicle accident requiring, within 24 hours of the accident, immediate and ongoing medical life support intervention in an intensive care unit of a hospital or registered medical care facility in order to keep the injured person alive.
- (b) Subject to section 7.1 and subsections (c) to (g), the Corporation will reimburse family members on an insured's behalf for
 - (i) reasonable and necessary travel expenses incurred for the one-time transportation of family members in order to attend at a hospital or registered medical care facility in Canada or the United States where the insured is being treated for a life threatening injury, including expenses to return home, and

- (ii) reasonable and necessary additional living expenses incurred for lodging, meals, telephone calls or transportation that are incurred in conjunction with the expenses described in paragraph (i).
- (c) The Corporation is not liable for reimbursement of expenses referred to in subsection (b) (i) if the transportation to attend at a hospital or registered medical care facility does not occur within 7 days following the date of the motor vehicle accident.
- (d) The liability of the Corporation for payment of all claims under subsection (b) (i) arising out of the same motor vehicle accident is limited to the lesser of
 - (i) the total costs of travel expenses described in subsection (b) (i), and
 - (ii) \$5,000.
- (e) The liability of the Corporation for payment of all claims under subsection (b) (ii) arising out of the same motor vehicle accident is limited to the lesser of
 - (i) the total of the additional expenses described in subsection (b) (ii), and
 - (ii) \$500.
- (f) If more than one Roadside Plus package provides coverage to an insured, family members shall only be reimbursed under one such package with respect to a motor vehicle accident.
- (g) The Corporation is not liable to reimburse family members on an insured's behalf under this section if
 - (i) the insured, at the time of the accident, is
 - (A) an occupant of or is struck by a vehicle that could not be licensed under the Motor Vehicle Act or Commercial Transport Act, or that is of such design that if owned or operated in the Province could not be licensed under one of those Acts,
 - (B) an occupant of a vehicle exempted under section 43 or 44 of the Act, whether or not the vehicle is operated by a person named in a driver's certificate, or
 - (C) an occupant of a vehicle that is of such design that it could be licensed under the Motor Vehicle Act, the Commercial Transport Act or similar legislation of another jurisdiction but that is in fact not licensed under the applicable legislation, unless the insured had reasonable grounds to believe that the vehicle was licensed,
 - (ii) the insured attempts to commit suicide, whether he or she is sane or insane,

- (iii) the insured is an occupant of a vehicle that, at the time of the accident, is being used for an illicit or prohibited trade or transport, or
- (iv) the insured's life threatening injury is caused, directly or indirectly, by sickness or disease, unless the sickness or disease was contracted as a direct result of a motor vehicle accident for which reimbursement is provided under this section.

7.8 Destination assistance –

- (a) Subject to subsections (b) to (f), the Corporation will reimburse the insured for reasonable and necessary costs incurred by
 - (i) the insured,
 - (ii) the occupants of the motor vehicle described in the owner's certificate to which the Roadside Plus package applies, and
 - (iii) any person who would have been an occupant of the motor vehicle had the loss described in this subsection not occurred

for the commencement or completion of a journey where the motor vehicle is unavailable or inoperable due to a loss for which a claim is made under the collision, theft or vandalism coverage provided under Division 5 of this policy.
- (b) The liability of the Corporation for payment of all claims arising out of the same occurrence under this section is limited to the lesser of
 - (i) the total costs described in subsection (a), and
 - (ii) \$100.
- (c) The Corporation will only reimburse the insured for expenses
 - (i) incurred within 12 hours of a collision loss or within 12 hours after the discovery of the theft or vandalism loss, and
 - (ii) for which the insured presents receipted bills to the Corporation within 6 months of the loss.
- (d) The coverage described under subsection (a) does not include coverage for expenses incurred for the rental of a substitute motor vehicle.
- (e) Reimbursement provided under this section is primary coverage and any reimbursement provided under section 5.13, 5.14, 7.2 or 7.4 is excess to the coverage provided under this section.
- (f) Coverage provided under this section does not apply in respect of a temporary substitute motor vehicle defined in section 5.6.

7.9 Theft deductible waiver -

- (a) In the event of the total theft or an attempted theft where there are obvious signs of the attempted theft of the motor vehicle described in the owner's certificate to which the Roadside Plus package applies, the comprehensive or specified perils deductible set out in the owner's certificate is waived.
- (b) The waiver provided under this section does not apply in respect of a temporary substitute motor vehicle defined in section 5.6.

Division 8 – Prescribed Conditions

Coverage provided by this contract that extends the limit of coverage that is specified in a certificate or a policy is provided on the same terms and conditions of the coverage that is extended, except in respect of a prohibition, exclusion or different limit of coverage that is permitted by the Insurance (Vehicle) Act.

Application and interpretation

1 (1) In these conditions:

“**insured**” means a person who, whether named or not, is insured by this optional insurance contract;

“**territory**” means a territory established by the insurer;

“**vehicle rate class**” means a vehicle rate class established by the insurer.

(2) These conditions apply only in respect of coverage provided by this contract that does not extend coverage that is specified in a certificate or a policy to a limit that is in excess of that provided by the certificate or policy.

Changes during term of contract

2 (1) In this section, “territory in which the vehicle is primarily located when not in use” means the territory in which the place where the vehicle is kept when not being driven is located.

(2) The insured named in this contract must,

- (a) within 10 days after
 - (i) the named insured's address is changed from the address set out in this contract, or
 - (ii) the named insured acquires a substitute vehicle for the vehicle described in this contract, or

(b) before

- (i) the use of the vehicle described in this contract is changed to a use to which a different vehicle rate class applies than the vehicle rate class applicable to the use set out in this contract, or
- (ii) a vehicle in respect of which the premium is established on the basis of the territory in which a vehicle of that vehicle rate class is used or is used or principally used, as the case may be, is used or principally used in a different territory than that set out in this contract,

report the change of address, vehicle, use or territory to the insurer, and pay or be refunded the resulting difference in premium.

(3) If the premium for a vehicle is established on the basis of the territory in which the vehicle is primarily located when not in use and that territory as set out in this contract is changed, the insured named in this contract must, unless the vehicle is being used by the insured for vacation purposes, report the change to the insurer within 30 days of the change, and pay or be refunded the resulting difference in premium.

Prohibited use

- 3 (1) The insurer is not liable to an insured who breaches this condition or a subcondition of this condition.
- (2) An insured must not operate a vehicle for which coverage is provided under this contract
 - (a) if the insured is not authorized and 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 his or her driver's licence 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.
- (4) An insured must not operate a vehicle for which coverage is provided under this contract contrary to the statements contained in the application for insurance for the vehicle, including, but not limited to,
 - (a) the use declared in the application for insurance for the vehicle,
 - (b) a statement relating to the time during which, and the territories in which, the vehicle may be operated, or

- (c) a statement relating to the kind of goods, or number of passengers, that may be carried in or on the vehicle.
- (5) Use of a vehicle does not contravene subcondition (4) if the premium paid for the vehicle rate class applicable to the use set out in the application for insurance is greater than or equal to the premium established by the insurer for the vehicle rate class that is applicable to the use to which the vehicle is put.
- (6) An insured must not operate a motor vehicle for which coverage is provided under this contract if there is attached to the motor vehicle a trailer that is required to be registered and licensed under the Motor Vehicle Act or Commercial Transport Act and that is not registered and licensed under the Motor Vehicle Act or Commercial Transport Act.
- (7) An insured named in this contract must not permit the vehicle described in this contract to be operated by a person or for a purpose that breaches this condition or a subcondition of this condition or would breach this condition or subcondition of this condition if the person were an insured.
- (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, while sane, by means of a vehicle.
- (9) It is a breach of this condition if
- an insured is operating a vehicle while 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,
 - an insured is convicted of
 - a motor vehicle related Criminal Code offence,
 - an offence under section 95 or 102 of the Motor Vehicle Act, or
 - an offence under a provision of the law of another jurisdiction in Canada or the United States of America that is similar to a provision referred to in subparagraph (i) or (ii),
 - an insured is convicted of an offence under section 253 (b) of the Criminal Code, section 224 of the Motor Vehicle Act or a provision of another jurisdiction in Canada or the United States that is similar to either of those sections and the accident in respect of which a claim is made by the insured occurred during the commission of the offence by the insured and while the insured was operating a vehicle, or
- (d) an insured is convicted of an offence under section 254 (5) of the Criminal Code, section 226 of the Motor Vehicle Act or a provision of the law of another jurisdiction in Canada or the United States of America that is similar to either of those sections and the accident in respect of which a claim is made by the insured occurred within the 2 hours preceding the commission of the offence by the insured and while the insured was operating a vehicle.
- (10) In subcondition (9):
- “**convicted**” includes being
- convicted under the Young Offenders Act (Canada) for contravening a provision referred to in the definition of “motor vehicle related Criminal Code offence” or section 253 (b) or 254 (5) of the Criminal Code, and
 - convicted or the subject of a similar result in a jurisdiction of the United States of America under a law similar to the Young Offenders Act (Canada) for contravening a provision of the law of that jurisdiction that is mentioned in subcondition (9) (b) (iii), (c) or (d);
- “**motor vehicle related Criminal Code offence**” means an offence under section 220, 221, 249, 252, 253 (a), 255 (2) or (3) or 259 (4) of the Criminal Code committed while operating or having care or control of a vehicle or committed by means of a vehicle.
- Requirements if loss or damage to persons or property**
- 4 If this contract provides third party liability insurance coverage, the insured must
- promptly give the insurer written notice, with all available particulars, of
 - any accident involving death, injury, damage or loss in which the insured or a vehicle owned or operated by the insured has been involved,
 - any claim made in respect of the accident, and
 - any other insurance held by the insured providing coverage for the accident,
 - 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,
 - cooperate with the insurer in the investigation, settlement or defence of a claim or action,
 - 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.

Requirements if loss of or damage to vehicle

- 5 (1) If loss of or damage to the vehicle insured under this contract occurs, the insured must, if the loss or damage is covered by this contract,
 - (a) on the occurrence of loss or damage
 - (i) promptly notify the insurer of the loss or damage, and
 - (ii) file a written statement with the insurer setting out all available information on the manner in which the loss or damage occurred, and
 - (b) within 90 days after the occurrence of the loss or damage file a proof of loss.
- (2) The insurer may require that a proof of loss be sworn by the person filing it.
- (3) If loss of or damage to a vehicle that is covered by this contract occurs, the owner 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 owner or operator to comply with subcondition (3) (a), or
 - (b) to an owner if the owner or an operator, to the prejudice of the insurer, contravenes subcondition (3) (b).
- (5) The liability of the insurer for payment of indemnity for loss or damage to the vehicle is limited to the amount by which
 - (a) the cost of repairing or replacing the vehicle and its equipment or any part of it with material of a similar kind or quality,
 - (b) the declared value of the vehicle and its equipment, if appropriate, and
 - (c) the actual cash value of the vehicle and its equipment,whichever is least, exceeds the deductible amount set out in this contract.

- (6) The insurer is not liable for that part of the cost of repair or replacement that improves a vehicle beyond the condition in which it was before the loss or damage occurred.
- (7) The insurer may determine
 - (a) whether a vehicle and its equipment or any part of it will be repaired or replaced, and
 - (b) whether to pay a garage service operator in respect of a repair or replacement instead of making a payment to the insured.
- (8) The liability of the insurer for loss or damage to an obsolete part of an insured vehicle, or a part the manufacturer does not have in stock, is limited to the price at which the part was last listed on the manufacturer's price list.
- (9) If the insurer replaces a vehicle or pays to an insured the declared value or actual cash value of a vehicle or its equipment or both, less any applicable deductible amount in accordance with subcondition (5),
 - (a) the insurer is entitled, at its option, to the salvage in the vehicle or its equipment or both, and
 - (b) the insured must, on request of the insurer, execute any documents necessary to transfer to the insurer title to the vehicle or its equipment or both.
- (10) If an insured is a co-insurer under this contract of any loss or damage to a vehicle or its equipment or both,
 - (a) the insurer has conduct of the sale or other disposition of the salvage in the vehicle or its equipment or both, and
 - (b) the insured is entitled to share in the proceeds of the sale or other disposition of the salvage in the vehicle or its equipment or both in the same proportion as the insured is a co-insurer of the loss or damage.
- (11) The insured must not leave a vehicle or its equipment or both with the insurer without its consent, refuse to take delivery of the insured's vehicle or its equipment or both from the insurer or otherwise abandon a vehicle or its equipment or both to the insurer without its consent.

Statutory declaration

- 6 (1) If required by the insurer, the insured must, on the occurrence of loss or damage for which coverage is provided by this contract, deliver to the insurer within 90 days after the occurrence of the loss or damage a statutory declaration stating, to the best of the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the vehicle, the encumbrances on the vehicle, all other insurance, whether valid or not, covering the

vehicle and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the insured.

- (2) An insured who has filed a statutory declaration must
- (a) on request of the insurer, submit to examination under oath,
 - (b) produce for examination, at a reasonable time and place designated by the insurer, all documents in the insured's possession or control relating to the loss or damage, and
 - (c) permit copies of the documents to be made by the insurer.

Inspection of vehicle

- 7 The insured must permit the insurer at all reasonable times to inspect the vehicle and its equipment.

Time and manner of payment of insurance money

- 8 (1) The insurer must pay the insurance money for which it is liable under this contract within 60 days after the proof of loss or statutory declaration has been received by it or, if an arbitration is conducted under section 177 of the Insurance (Vehicle) Regulation, within 15 days after the award is rendered.
- (2) The insured must not bring an action to recover the amount of a claim under this contract unless the requirements of conditions 4, 5 and 6 are complied with and until the amount of the loss has been ascertained by an arbitrator under section 177, by a judgment after trial of the issue or by written agreement between the insurer and the insured.
- (3) Every action or proceeding against the insurer in respect of loss or damage for which coverage is provided under this contract must be commenced within 2 years from the occurrence of the loss or damage.

Who may give notice and proof of claim

- 9 Notice of a claim related to loss or damage of the vehicle may be given and proof of claim and a statutory declaration may be made
- (a) by the agent of the insured named in this contract in case of absence or inability of the insured to give the notice or make the proof or statutory declaration, if the absence or inability is satisfactorily accounted for, or
 - (b) if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Termination

- 10 (1) This contract may be terminated
- (a) by the insured named on this contract at any time on request, and
 - (b) by the insurer not less than
 - (i) 5 days after the insurer gives written notice of termination to the insured in person, or
 - (ii) 15 days after the insurer sends, by registered mail, written notice of termination to the last address of the insured according to the insurer's records.
- (2) On termination the insurer must refund the excess of premium actually paid by the insured over the proportionate premium for the expired time less any debt owed by the insured to the insurer, but in no event must the proportionate premium for the expired time less any debt owed by the insured to the insurer be less than any minimum retained premium specified in this contract.
- (3) If this contract is terminated by the insurer, the refund must accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund must be made as soon as practicable.

Notice

- 11 (1) A written notice to the insurer may be delivered at, or sent by registered mail to, the head office of the insurer in British Columbia or to a person appointed as an agent by the insurer for the purpose of receiving notices.
- (2) Written notice may be given to the insured named in this contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest address according to the insurer's records.
- (3) In this condition and condition 10, "registered" means registered in or outside Canada.

Division 9

Special Coverage Terms and Conditions

The following terms and conditions form part of the indicated Special Coverage form.

COLLECTOR MOTOR VEHICLE AGREED VALUE POLICY (APV348)

Indemnity pursuant to the Collector Motor Vehicle Agreed Value Policy is subject to the following special terms and conditions, in addition to the provisions of Division 5 of the Optional Policy where applicable.

1. For the purpose of this policy, a collector motor vehicle means a collector motor vehicle as defined in section 22A.01 of the Motor Vehicle Act Regulations.
2. Where, during the term of this policy, accidental loss or damage results in the total loss or constructive total loss of the entire collector motor vehicle described on the policy, the Corporation shall indemnify the insured for the amount by which the agreed value of the entire collector motor vehicle, as set out on the policy, exceeds the amount that would be payable to the insured for own damage coverage under Division 5 of the Optional Policy.
3. Subject to condition 2 above, the deductible amount applicable to the own damage coverage under Division 5 of the Optional Policy that is in force with respect to the collector motor vehicle described on the policy shall not be applied in the event of a claim for the total loss or constructive total loss of that entire collector motor vehicle.
4. It is a condition precedent to indemnity pursuant to this policy that during the term of this policy, the insured collector motor vehicle, if licensed, must be insured under a valid and subsisting owner's certificate as a collector motor vehicle in rate class 701, 705, 710, 711, 712, 713, 714, 720, 721, 722, 723 or 724.
5. It is a condition precedent to indemnity pursuant to this policy that the insured collector motor vehicle must be one that is currently approved by the Corporation as a collector motor vehicle, and has been assigned a Collector approval number.
6. Failure of the registered owner of the insured collector motor vehicle to promptly notify the Corporation in writing of any change to the vehicle that constitutes a change material to the insured risk and that is within the knowledge of the registered owner, shall entitle the Corporation to deny indemnity pursuant to the policy.

Without restricting the generality of the foregoing, the words "change material to the insured risk" includes:

- (a) any change in the insurable interest of the insured in the described collector motor vehicle, including sale, assignment or transfer or arising from death or bankruptcy;
 - (b) a change in the equipment or condition of the collector motor vehicle resulting from the addition of or removal of part of the vehicle so that the description or evaluation of the vehicle would materially differ from the information contained in the application for this policy;
 - (c) a change in the condition of the collector motor vehicle resulting from any unrepaired damage, rusting or deterioration from any other cause so that the description or evaluation of the vehicle would materially differ from the information contained in the application for this policy.
7. Notwithstanding any other term of this policy, this policy is void:
- (a) if the registered owner, principal operator or anyone who drives the vehicle has not held a valid driver's licence for 10 years or longer;
 - (b) if, when the vehicle is located at the registered owner's address or at the alternate address shown on the policy, it is not kept in a fully enclosed, locked location.
8. Definitions:
- In this policy, the following words or phrases have the following meanings:
- "insured"** means the registered owner of the described collector motor vehicle whose name is shown on the face of the policy;
- "constructive total loss"** means that condition of the described collector motor vehicle that exists when it might be feasible to repair the described collector motor vehicle but the cost of repairs to the described collector motor vehicle exceeds the net agreed value of the described collector motor vehicle;
- "fully enclosed locked location"** means a location that is fully enclosed and secured to the extent that it cannot be entered into without the use of a key, remote control or security system access card, but does not include a location that allows for the parking or storing of vehicles by anyone other than the insured and members of the insured's household;
- "net agreed value"** is the amount determined by subtracting the value or estimated value received from the sale of the salvage of the wrecked described collector motor vehicle from the agreed value of the described collector motor vehicle;

"total loss" means that condition of the described collector motor vehicle that exists when the described collector motor vehicle is stolen and not recovered or is so severely or extensively damaged that it is not feasible to repair the described collector motor vehicle.

CONTINGENT LIABILITY INSURANCE POLICY (APV243)

In addition to the insuring clause and other terms and conditions set out in this policy, the following terms and conditions apply:

1. The minimum limit of third party liability insurance required on each underlying owner's certificate of insurance for each leased vehicle registered and licensed under the British Columbia Motor Vehicle Act jointly in the name of the named insured as owner/lessor and the lessee shall be fixed by the named insured as a condition of the standard form of lease agreement between the named insured and the lessee respecting the leased vehicle to which this policy is applicable and be not less than the limit of liability required by condition 12 of this policy.
2. Attached to this policy is a copy of each form of written agreement currently in use by the named insured to lease a vehicle to a lessee where the vehicle is a vehicle to which this policy is applicable. The named insured shall immediately notify the Corporation of any change, deletion or alteration in the language of any of the attached lease(s) or of any addition to or deletion from the number of attached forms of lease(s) used by the named insured.
3. The Corporation shall indemnify the named insured under this policy only where a lessee, its officers or employees, fails to obtain or keep in force for the duration of the term of this policy, underlying insurance as required by the lease according to the applicable lease form attached to this policy in accordance with condition 2, the underlying insurance to be for a limit of liability required by condition 12 of this policy.
4. (a) The named insured shall not deliver to the lessee a leased vehicle to which this policy applies without the named insured first having obtained from the lessee the following documents:
 - (i) an undertaking signed by the lessee (the "lessee's insurance undertaking") that for the duration of the lease agreement, the lessee will obtain and keep in force owner's certificates of insurance (the "underlying owner's certificate") jointly in the name of the named insured as owner/lessor and in the name of the lessee,

- (ii) a copy of the initial underlying owner's certificate for each leased vehicle confirming the existence of the insurance described in condition 4(a)(i).
 - (b) The named insured must obtain and keep a copy of every renewal of the underlying owner's certificate in an amount not less than the limit of third party liability specified in the applicable lease agreement as attached to the policy for each leased vehicle to which this policy applies for the duration of each lease agreement. The named insured must present copies of the renewal certificates of insurance in the event of a claim.
5. Where, during the term of this policy or any renewal of it, the named insured receives knowledge that the underlying owner's certificate has not been obtained as required by condition 4 or that the underlying owner's certificate that was obtained has subsequently been cancelled or has expired without being renewed, the named insured shall promptly and in any case within 30 days of receipt of that knowledge, arrange to replace the cancelled or expired underlying owner's certificate with a valid and subsisting owner's certificate for the limits of liability required by the applicable lease. If the underlying owner's certificate is not replaced by the named insured as required by this condition, this policy shall, without further notice, thereupon be deemed to be cancelled with respect to the indemnity afforded the named insured as owner for vicarious liability for damages arising from the use or operation of the vehicle to which that underlying owner's certificate of insurance should have been applicable.
 6. During the term of this policy or any renewal of it, the named insured shall make, and, for three years after termination of this policy, shall keep records of the following:
 - (a) all vehicles to which this policy is applicable;
 - (b) the lease agreements between the insured and the lessee relating to each vehicle to which this policy is applicable;
 - (c) the lessee's insurance undertaking required by condition 4;
 - (d) receipt of knowledge that an underlying owner's certificate had not been obtained or had been terminated as described in condition 5;
 - (e) any proof of replacement insurance obtained by the named insured in accordance with condition 5.

Failure of the named insured to make and keep the records required to be made and kept by this condition, may void this policy as decided by the Corporation in its sole discretion.

The Corporation may inspect the records referred to in this condition at any reasonable time during the term of any renewal of this policy or during the three years following the cancellation or termination of this policy.

7. On or before the inception date of this policy, the named insured shall determine the total number of vehicles then under lease by the named insured to lessees and to which this policy is applicable and the named insured shall declare the number of vehicles so determined on this policy, which number of vehicles shall be used by the Corporation to determine the premium paid for this policy. Thereafter during the term of this policy or any renewal, the named insured shall report to the Corporation whenever the actual total number of leased vehicles to which this policy is applicable varies by more than 25 per cent from the number of vehicles declared at inception of this policy by the insured or last previously reported in accordance with this condition, or shown as an amended declared total number of vehicles on any renewal form of the policy.
8. Where, on the date of the occurrence of an accident resulting in a claim under this policy, the number of vehicles to which this policy applies is more than 25 per cent greater than the number of vehicles declared or reported in accordance with condition 7 of this policy, then the gross amount claimed for each separate and distinct loss or occurrence to which this policy applies, shall first be reduced to a "net claim" by subtracting from the gross amount of the claim the deductible amount shown on the front hereof and then second, the Corporation and the named insured, shall be co-insurers under this policy for each resulting net claim. The co-insurance to be paid by the Corporation under this condition shall be calculated as follows:

Paid Premium

Actual Premium

In this calculation "**actual premium**" means the premium that would have been paid by the named insured if the named insured had declared or reported the actual number of vehicles to which this policy applied at the date of loss, where that actual number of vehicles is greater than the number of vehicles declared on this policy and for which premium has been paid and "paid premium" means the premium paid to the Corporation by the named insured for this policy at its inception or last renewal or any alteration made therein in accordance with condition 7 for the number of vehicles declared on this policy.

The co-insurance to be paid by the named insured for each distinct loss or occurrence to which this policy applies shall be calculated by subtracting the amount of co-insurance paid by the Corporation for the same claim from the amount of the applicable net claim.

9. Upon the occurrence of an accident involving actual or probable loss or damage for which indemnity is or may be afforded by this policy:
- (a) notwithstanding the amount of such actual or probable loss or damage, the named insured shall give prompt notice thereof to the Corporation;
 - (b) the Corporation may investigate such accidents and without thereby waiving condition 8, the Corporation may pay a resulting claim or judgment arising from such accident and the named insured, upon written demand from the Corporation shall reimburse the Corporation any amount up to the amount of the deductible, together with any applicable co-insurance payable by the named insured as set out in condition 8 that would apply to the claim or judgment paid by the Corporation;
 - (c) the limit of the named insured's liability for repayment hereunder shall be the deductible amount set out in condition 8 applying to each accident regardless of the number of claims arising therefrom, together with any applicable co-insurance payable by the named insured.

If more than one vehicle is insured under this policy, this condition and condition 8 shall apply separately to each vehicle to which this policy is applicable.

10. The Corporation shall indemnify the named insured under this policy only where
- (a) underlying insurance is not obtained by the lessee;
 - (b) underlying insurance is allowed to lapse or is cancelled or terminated; or
 - (c) underlying insurance for the required policy limit is not available to pay a claim because of a breach of that insurance by the lessee, or a person operating the vehicle with the permission and consent of the lessee where the named insured has not permitted, suffered, allowed or connived at that breach and the named insured is vicariously liable for the claim to which the lessee's breach is applicable.
11. In this policy, damages that do not exceed the limit of liability for indemnity afforded by this policy include pre-judgment or post-judgment interest, court costs and the costs of the defence of the named insured when undertaken by the Corporation but, where the amount of the damages exceeds the limit of liability for indemnity afforded by this policy, damages in this policy means only that part of the total damages for which the named insured is vicariously liable that are within the limit of liability afforded by this policy, regardless of whether the total damages include, amongst other things, pre-judgment or post-judgment interest, court costs or the costs of defending the named insured when undertaken by the Corporation.

12. The maximum limit of liability for which the Corporation shall indemnify the insured for vicarious liability, loss or damage insured by this policy shall be whichever is the least of the following amounts:
 - (a) the limit of liability shown on this policy;
 - (b) the limit of liability agreed to in the applicable lease, including addendums to such lease; or
 - (c) the limit of liability specified in any letter delivered to the lessee by the insured owner/lessee pursuant to the lease by which letter the lessee is authorized to insure the leased vehicle, and so long as a copy of such letter is attached to this policy.
13. Regulation sections 65 and 147 do not apply to this policy except that for the purposes of regulation section 77, this policy is a policy of excess insurance.
14. This policy shall not apply to any vehicle excluded and exempted from the application of the Insurance (Vehicle) Act.

CONVERSION COVERAGE POLICY (APV56)

In addition to the insuring clause and other terms and conditions set out in this policy, the following terms and conditions apply:

1. Each loss by conversion, theft or concealment of the vehicle with respect to which indemnity is provided by this policy shall give rise to a separate claim in respect of which the Corporation's liability shall be limited to the amount of loss in excess of the deductible amount, shown on this policy, that shall be paid by the insured.
2. The Corporation's limit of liability to the insured under this policy shall not exceed the actual cash value of the vehicle at the time of loss or damage, the declared value or the cost of repair of the vehicle, whichever is the least. In no event shall indemnity under this policy include loss of use claims or costs of return to British Columbia of a vehicle from a place of recovery outside British Columbia.
3. For the purpose of this policy a camper or canopy shall be deemed not to be part of a vehicle, except that condition 1 above shall apply to the combined unit when a camper or canopy is rented or leased in combination with the motor vehicle to which such camper or canopy is attached.
4. On or before the inception date of this policy, the insured shall determine the total number of vehicles then under rental or lease by the insured and to which this policy is applicable and the insured shall declare the number of vehicles so determined on this policy, which number of vehicles shall be used by the Corporation to determine

the premium paid for this policy. Thereafter during the term of this policy or any renewal, the insured shall report to the Corporation whenever the actual total number of rented or leased vehicles to which this policy is applicable varies by more than 25 per cent from the number of vehicles declared at inception of this policy by the insured on this policy or last previously reported in accordance with this condition, or shown as an amended declared total number of vehicles on any renewal form of this policy.

5. Where, on the date of the occurrence of an accident resulting in a claim under this policy, the number of vehicles to which this policy applies is more than 25 per cent greater than the declared number of vehicles shown on this policy or shown on any renewal of this policy or as that declared number of vehicles is reported in accordance with condition 4 of this policy, then the gross amount claimed for each separate and distinct loss or occurrence to which this policy applies, shall first be reduced to a "net claim" by subtracting from the gross amount of the claim the deductible amount shown on this policy and then second, the Corporation and the named insured shall be co-insurers under this policy for each resulting net claim. The co-insurance to be paid by the Corporation under this condition shall be calculated as follows:

$$\frac{\text{Paid Premium}}{\text{Actual Premium}}$$

In this calculation "actual premium" means the premium that would have been paid by the named insured if the named insured had declared or reported the actual number of vehicles to which this policy applied at the date of loss, where the actual number of vehicles is greater than the number of vehicles declared on this policy and for which premium has been paid. "Paid premium" means the premium paid to the Corporation by the named insured for this policy at its inception or last renewal or any alteration made therein in accordance with condition 4 for the number of vehicles declared on this policy.

The co-insurance to be paid by the named insured for each distinct loss or occurrence to which this policy applies shall be calculated by subtracting the amount of co-insurance paid by the Corporation for the same claim from the amount of the applicable net claim.

6. Copies of the insured's standard written agreements that are currently in force respecting the vehicles to which this policy applies shall be attached to this policy, and the Corporation shall be immediately notified of any changes in any such agreements.

7. No indemnity shall be provided by this policy if the vehicle to which this policy applies is not also concurrently insured for own damage coverage under Division 5 of the Optional Policy.
8. This policy does not provide coverage for a vehicle that is not required to be licensed under the Motor Vehicle Act or is registered and licensed in another province or state by the insured.

EXCESS SPECIAL EQUIPMENT ENDORSEMENT (APV300)

1. Where coverage is provided under this endorsement for custom paint, the insured shall, at the request of the Corporation, present the vehicle to any designated officer or employee of the Corporation, for the purpose of inspecting and photographing the vehicle in order that the Corporation may be satisfied as to the declared value of the custom paint shown on this endorsement.
2. Subject to the deductible set out in the owner's certificate when applicable, no claim shall be paid for loss or damage to equipment insured by this endorsement
 - (a) if the vehicle to which this endorsement applies is not also currently insured for Own Damage coverage under Division 5 of the Optional Policy, and
 - (b) until the insured has complied with the provisions of Division 5 of the Optional Policy and been indemnified to the extent authorized by Division 5 of the Optional Policy for the loss or damage to the attached equipment.
3. In any one occurrence regardless of the number of separate items lost or damaged, the maximum amount payable under Item 1 or 2 is the total sum insured for that item.

FUEL CONVERSION EQUIPMENT REPLACEMENT POLICY (APV331)

Insurance coverage provided pursuant to this policy is subject to the following terms and conditions:

1. No indemnity is provided under this policy unless the motor vehicle described on this policy
 - (a) is a private passenger motor vehicle or a commercial motor vehicle, excluding taxis, with gwv of 5000 kgs or less,

- (b) is insured for own damage coverage under Division 5 of the Optional Policy, and
- (c) is a total loss or a constructive total loss.

2. Where the named insured decides not to acquire a substitute vehicle, or decides not to have the equipment installed in the substitute vehicle, the named insured shall notify the Corporation, in writing, of such decision within fourteen days after being notified by the Corporation that the described motor vehicle is a total loss or a constructive total loss.

Definitions:

In this policy, the following words or phrases have the following meanings:

"equipment" means the natural gas fuel conversion equipment or propane fuel conversion equipment which is permanently attached to the described motor vehicle;

"substitute vehicle" means the vehicle purchased by the named insured to replace the described motor vehicle which has been declared a total loss or a constructive total loss and to which the equipment was attached at the time of issuance of this policy;

"constructive total loss" means that condition of the described motor vehicle that exists when it might be feasible to repair the described motor vehicle but the cost of repairs to the described motor vehicle exceeds the net actual cash value of the described motor vehicle as the condition of that motor vehicle was immediately prior to the occurrence of the loss or damage for which indemnity is afforded for own damage coverage under the named insured's owner's certificate;

"net actual cash value" is the amount determined by subtracting the value or estimated value received from the sale of the salvage of the wrecked described motor vehicle from the actual cash value of the described motor vehicle;

"total loss" means that condition of the described motor vehicle that exists when the described motor vehicle is so severely or extensively damaged that it is not feasible to repair the described motor vehicle.

INCOME REPLACEMENT POLICY INCLUDING DEATH BENEFITS (APV197)

In addition to the insuring clause and other terms and conditions set out in this policy, the following terms and conditions apply:

1. When used in this policy

“insured person” means one of the following persons:

- (a) the person shown as the named insured on this policy;
- (b) the spouse or a dependent of the named insured where the principal source of financial support of the dependent is provided by the named insured and where the spouse or the dependent ordinarily resides in the same dwelling unit as the named insured;

when a person described in (a) or (b)

- (i) is an occupant of any vehicle owned by, leased to, or assigned to and principally operated by an insured person,
 - (ii) is an occupant of a vehicle that:
 - A. is licensed in the province and is not exempted under section 43 or 44 of the Act, or
 - B. is not required to be licensed in the province, but is operated by an insured person,
 - (iii) is entitled to compensation under section 20 or section 24 of the Insurance (Vehicle) Act, or
 - (iv) is struck by a vehicle while a pedestrian, while in or on premises or while riding a cycle.
2. No indemnity shall be payable hereunder if the named insured or an insured person is not a resident of British Columbia.
 3. The income replacement benefits payable to an insured person under this policy, either alone or jointly with any other plan or policy, shall not exceed an amount that is more than 75 per cent of the gross weekly income of the insured person.
 4. The income replacement or death benefits received by an insured person insured under this policy shall be deducted pursuant to section 83 of the Insurance (Vehicle) Act from any claim for damages that the insured person has against another person because of the loss or injury for which the income replacement or death benefits under this policy are paid.
 5. No income replacement or death benefit afforded by this policy shall be paid to an insured person unless and until the insured person has complied with and has been paid an accident benefit pursuant to Part 7 of the Regulation.
 6. Where an insured person is protected by more than one valid enforceable Income Replacement Including Death Benefits Policy, the Corporation shall only pay income replacement or death benefits to an insured person pursuant to the terms and conditions of one such policy no matter how many such policies are then in

force with respect to the insured person’s claims for income replacement or death benefits.

7. Except where otherwise provided, all terms, conditions and provisions, definitions and exclusions of Part 7 of the Regulation shall continue to have full force and effect with respect to the income replacement and death benefits provided by this policy.

LIMITED DEPRECIATION ENDORSEMENT (APV297A)

If a premium is shown for this endorsement in the owner’s certificate or Vehicle in Storage Policy, the Corporation agrees to indemnify the insured for direct and accidental loss or damage caused to the described motor vehicle by one of the perils for which the insured has paid a premium under the insured’s underlying insurance, occurring during the term of the owner’s certificate or Vehicle in Storage Policy, in accordance with the following special terms, conditions, definitions and exclusions of this endorsement and such of the provisions of Division 5 of the Optional Policy as are not in conflict with the special terms, conditions, definitions, and exclusions of this endorsement, and only where there is underlying insurance, and the dollar amount of the loss or damage to the described motor vehicle exceeds the applicable deductible amount provided by the underlying insurance.

1. If an accident renders the described motor vehicle a total loss or constructive total loss during the period when this endorsement is in effect, the Corporation will, subject to condition 4 below, indemnify the insured for direct and accidental loss or damage caused to the described motor vehicle
 - (a) where the described motor vehicle is a new motor vehicle, at the Corporation’s sole option, either
 - (i) by replacing the described motor vehicle at the Corporation’s cost with a new vehicle of like make, model, model year and style, with equipment and options attached thereto similar, but not necessarily identical, to those listed on the bill of sale, or
 - (ii) by paying the insured the lesser of the following:
 - A. the verified original net purchase price actually paid by the insured for the described motor vehicle as evidenced by the bill of sale, or
 - B. the manufacturer’s suggested retail price at the date of purchase of the described motor vehicle together with any dealer options attached to that vehicle as listed on the bill of sale,

or

- (b) where the described motor vehicle is a used motor vehicle
- (i) by replacing the described motor vehicle at the Corporation's cost with a new vehicle of like make, model, model year and style, with equipment and options attached thereto similar, but not necessarily identical, to those that were on the described motor vehicle at the date of the accident, or
 - (ii) where a replacement vehicle is not available, by paying the insured 90 per cent of the manufacturer's suggested retail price of the described motor vehicle at the time it was manufactured, including any dealer options attached thereto,

but the cost of repair of any prior unrepaired damage to the described motor vehicle will be deducted from the settlement of the total loss or constructive total loss.

2. If, during the period when this endorsement is in effect, an accident causes direct loss or damage to the described motor vehicle that does not render the described motor vehicle a total loss or a constructive total loss, the Corporation will determine whether any part or parts of the described motor vehicle or its equipment shall be repaired or replaced. If the Corporation determines that a part or parts of the described motor vehicle or its equipment shall be replaced, the Corporation will indemnify the insured by paying for the cost of repair of the described motor vehicle, using parts of similar kind or quality to those used by the manufacturer of the described motor vehicle for such repair. Where, at the discretion of the Corporation, such parts are required, these may at the discretion of the Corporation be new or used. Where new or used parts replace worn or used parts, these may be used without requiring the insured to contribute any amount by way of depreciation or betterment to the cost of such worn or used parts replaced if such replacement parts would result in the insured being required to contribute towards a depreciation or improvement allowance if this endorsement was not applicable.
3. Notwithstanding condition 2, depreciation or betterment shall be applied to the cost of replacement of a tire or tires, or battery or batteries or the cost of replacing a convertible top or of repainting the entire described motor vehicle where indemnity for such cost of the tire, battery, convertible top or repainting is paid under condition 2.
4. The agreements contained under conditions 1 and 2 of this endorsement will not apply to fire, theft, vandalism or malicious mischief losses occurring to a described motor vehicle which was in model year 3 on the date this endorsement was issued.

5. This endorsement applies only to an owner's certificate or a Vehicle in Storage Policy
- (a) for a motor vehicle which is in model year 1, 2 or 3, and
 - (b) for a motor vehicle which is not a rebuilt, replica, replicar, replikit, specialty or rebuilt vehicle.
6. This endorsement is void
- (a) if the insured is not a resident of British Columbia, or
 - (b) if issued for a motor vehicle which is not in model year 1, 2 or 3, or
 - (c) if issued for a motor vehicle which is a rebuilt, replica, replicar, replikit, specialty or rebuilt vehicle.
7. No indemnity is afforded by this endorsement
- (a) where the described motor vehicle
 - (i) is a commercial motor vehicle having a licensed gross vehicle weight in excess of 5000 kgs, or
 - (ii) is not insured by the underlying insurance under rate class 001, 002, 003, 004, 005, 007, 011, 012, 014, 015, 021, 022, 023, 024, 027, 051, 055, 200, 202, 203, 206, 850, 853 or 856 at the time of loss,
 - (b) for a claim or demand
 - (i) for loss or damage arising out of repair of prior unrepaired loss or damage to the described motor vehicle at the same place or an adjacent place to any place on the described motor vehicle that has suffered repairable loss or damage for which a claim may be made under this endorsement,
 - (ii) for loss or damage arising out of a claim for accelerated depreciation caused by or resulting from the repair of any loss or damage to the described motor vehicle,
 - (iii) for any claim for loss of use of the described motor vehicle,
 - (iv) for loss relating to any third party or manufacturer warranties or other vehicle warranty insurance, or
 - (v) under condition 1(a) unless the insured produces the bill of sale, or
 - (c) where section 5.7 of the Optional Policy applies.
8. Definitions

In this endorsement, the following words or phrases have the following meanings:

“**accident**” means an unforeseen occurrence or series of connected unforeseen occurrences causing direct loss or damage to the described motor vehicle;

“**bill of sale**” means the original or a facsimile of the original document by which ownership of the described motor vehicle was transferred to the insured by the manufacturer of the described motor vehicle or the manufacturer’s agent or dealer and, in the case of equipment added to the vehicle subsequent to the vehicle being purchased or leased by the insured, means the original or a facsimile of the original document issued to the insured at the date of purchase of such additional equipment;

“**constructive total loss**” means that condition of the described motor vehicle that exists when it might be feasible to repair the described motor vehicle but the cost of repairs to the described motor vehicle exceeds the net actual cash value of the described motor vehicle as the condition of that vehicle was immediately prior to the occurrence of the loss or damage for which indemnity is afforded by this endorsement;

“**described motor vehicle**” means the vehicle shown on the owner’s certificate or on the Vehicle in Storage Policy, together with such permanently attached equipment and unattached equipment as was in or on the vehicle at the date of the accident provided that such equipment is automatically afforded coverage under section 5.9 of the Optional Policy or is covered under a valid and subsisting Excess Special Equipment Endorsement or Special Sound and Communication Equipment Endorsement;

“**endorsement**” means the extended indemnity afforded by this contract of extension insurance but does not include any indemnity afforded by any underlying insurance;

“**insured**” means the named insured owner of the described motor vehicle and includes

- (i) where the owner is the lessor of the described motor vehicle, the lessee of the described motor vehicle to the extent of the lessee’s insurable interest therein if the lease contains an option for the lessee to purchase the described motor vehicle, regardless of when the option was exercised by the lessee, and
- (ii) the holder of each lien registered against the described motor vehicle at the time the described motor vehicle was rendered a total loss or constructive total loss under circumstances for which indemnity is afforded by this endorsement;

“**limited depreciation**” means only such restricted indemnity as is afforded by the words of this endorsement;

“**model year 1**” means the model year number which applies to a described motor vehicle where the calendar year in which this endorsement is issued is equal to or prior to the model year assigned to the described motor vehicle by its manufacturer;

“**model year 2**” means the model year number which applies to a described motor vehicle where the calendar year in which this endorsement is issued is the first calendar year subsequent to the model year assigned to the described motor vehicle by its manufacturer;

“**model year 3**” means the model year number which applies to a described motor vehicle where the calendar year in which this endorsement is issued is the second calendar year subsequent to the model year assigned to the described motor vehicle by its manufacturer;

“**net actual cash value**” is the amount determined by subtracting the value or estimated value received from the sale of the salvage of the wrecked described motor vehicle from the actual cash value of the described motor vehicle;

“**net purchase price**” means the following, excluding the price of any third party or manufacturer warranties or other vehicle warranty insurance, but including

- (a) the total vehicle price including all manufacturer and dealer installed options (prior to the deduction of any trade-in allowance or factory, manufacturer’s and/or dealer’s discounts), plus applicable taxes, levies and documentation fees as shown on the bill of sale, or
- (b) in the case of a leased described motor vehicle,
 - (i) the amount stated on the lease agreement as the price on which the lease is based, plus any amount stated on the same lease agreement as being the value of any optional equipment installed on the described motor vehicle by the dealer plus any amount stated on the bill of sale for other equipment added to the vehicle after the vehicle was leased by the insured, or
 - (ii) where the amounts described in (a) above are not stated on the lease agreement, the wholesale price of the described motor vehicle (as evidenced by the factory invoice originating from the manufacturer of the described motor vehicle), plus the cost price of any dealer installed options (as evidenced by the dealer’s invoice), plus an additional 50 per cent of the difference between the wholesale price stated on the factory invoice together with the cost price of any

dealer installed options, and the Manufacturer's Suggested Retail Price of the described motor vehicle including any dealer installed options, but where the insured does not provide the Corporation with a copy of the factory invoice or the dealer invoice, the above additional percentage shall not be applied;

"new motor vehicle" means a described motor vehicle which has not been previously registered except by the named insured for the general purpose of operation on a highway where ownership of the vehicle is evidenced by a bill of sale;

"rebuilt" means a motor vehicle deemed either a constructive total loss or a total loss, and which has then been repaired to make it safe for use on a highway, in accordance with Division 25 of the Regulation under the Motor Vehicle Act.

"replica" means a vehicle designed and constructed to resemble a previously known make using an original body but with a modern engine and drivetrain and, usually, a homebuilt chassis;

"replicar" means a motor vehicle manufactured to resemble a previously known make, constructed entirely of new components;

"replikit" means a motor vehicle designed to resemble a previously known make, reconstructed of new or refurbished components;

"specialty vehicle" means a vehicle constructed using new components that may or may not be manufactured by the assembler resulting in a unique appearing vehicle;

"total loss" means that condition of the described motor vehicle that exists when the described motor vehicle is stolen and not recovered within 30 days from the date the loss is reported to the Corporation or is so severely or extensively damaged that it is not feasible to repair the described motor vehicle;

"ubilt" means a vehicle used as a private passenger motor vehicle or a commercial motor vehicle with a gross vehicle weight of not more than 5000 kgs, and normally built by an individual (often home built for their own use) where it does not resemble the original vehicle from which the components were taken;

"underlying insurance" means insurance afforded to the owner of the described motor vehicle by an owner's certificate or Vehicle in Storage Policy, together with any applicable Excess Special Equipment Endorsement and/or Special Sound and Communication Equipment Endorsement that in each case is issued to the insured and where the owner's certificate, Vehicle in Storage Policy, Excess Special Equipment Endorsement and Special Sound and Communication Equipment Endorsement at the

time of the loss or damage provides Own Damage coverage for which the insured has paid a premium under Division 5 of the Optional Policy, of the type for which the insured is entitled to make a claim in respect of loss or damage to the described motor vehicle and while this Limited Depreciation Endorsement is in force;

"used motor vehicle" means a described motor vehicle which has been previously registered to a person other than the named insured for the general purpose of operation on a highway.

9. In this endorsement, "Optional Policy" means the ICBC Autoplan Optional Policy. This endorsement includes the following terms and conditions of the Optional Policy: Divisions 2 and 3, Division 8 (Prescribed Conditions) and any other terms and conditions indicated as applicable.
10. Except as otherwise provided in this endorsement, all terms, including definitions, of the Insurance (Vehicle) Act and Regulation apply to this endorsement.
11. **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.**

NON-OWNED AUTOMOBILE POLICY (APV29) INSURING AGREEMENTS

In consideration of the premium paid and statements made by the named insured in the application for this policy, which the named insured adopts as their own statements when made by an authorized person on the named insured's behalf, the Corporation agrees to indemnify the named insured on the same terms and conditions as set out in the Insurance (Vehicle) Act and Part 6 of the Regulation, for liability that is imposed by law upon the named insured because of loss, damage, injury or death arising during the term of this policy from the use or operation in Canada or the United States of America of a vehicle not owned in whole or in part by, leased by or licensed in the name of the named insured, but the payment of such indemnity is subject to the following conditions:

1. The Corporation shall not be liable
 - (a) for any liability which arises from the use or operation of any vehicle while driven by the named insured if the named insured is an individual, or
 - (b) for any liability imposed upon any person insured by this policy
 - (i) by any workers' compensation law, or

- (ii) by any law for bodily injury to or the death of the named insured or any partner, officer, employee or agent of the named insured while engaged in the business of the named insured, or
 - (iii) for loss or damage to property carried in or upon a vehicle driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person.
2. Indemnity provided by this policy applies only when the named insured is a resident of British Columbia but where the named insured is a company or partnership, indemnity provided by this policy to the named insured for the liability of a partner, officer, employee or agent of such company or partnership shall only apply while such partner, officer, employee, or agent, (a) is within British Columbia or, within Canada or the United States of America or upon a vessel travelling between Canada and the United States of America, and (b) is transacting or conducting the business of the named insured company or partnership that originates within British Columbia.

GENERAL PROVISIONS AND DEFINITIONS IN ADDITION TO THE REGULATION

1. (a) Additional insureds
- The Corporation agrees to indemnify in the same manner and to the same extent as if named herein as the named insured, every partner, officer, employee or agent of the named insured (hereinafter called the "additional insured") while transacting or conducting the business of the named insured company or partnership that originates within British Columbia, where the additional insured, with the consent of the owner drives
- (i) any vehicle not owned in whole or in part by, leased by or licensed in the name of
 - (A) the named insured,
 - (B) the additional insured, or
 - (C) any person or persons residing in the same dwelling premises as the named insured or additional insured, or
 - (ii) any vehicle rented in the name of the named insured except a vehicle owned in whole or in part by, leased by or licensed in the name of the additional insured.

- (b) Non business use of rented vehicles

The Corporation agrees to indemnify every additional insured, who, with the consent of the named insured, and for pleasure purposes incidental to the business use of the vehicle, drives any vehicle rented by or on behalf of the named insured except any vehicle wholly or partly owned or leased by or licensed in the name of such additional insured.

2. Two or more vehicles

When two or more vehicles are insured hereunder, the terms of this policy shall apply separately to each vehicle but a combination of a motor vehicle and a trailer or trailers attached thereto when operated as a single unit shall be held to be one vehicle in respect to limits of liability under this policy and Part 6 of the Regulation.

3. Any claim for indemnity pursuant to this policy shall be presented and processed on the same terms and conditions as set out in the Insurance (Vehicle) Act and the Regulation.

4. Cross liability

The insurance as is afforded by this policy shall apply in respect of any claim or action brought against any one insured by any other insured. The policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured, but the inclusion by this clause of more than one insured shall not operate to increase the limit of liability under this policy and Part 6 of the Regulation.

5. Other insurance

Insurance under this policy is excess insurance. Where the named insured or any additional insured has or places any additional or other valid insurance of his interest in or liability for the subject matter of this policy, or any part thereof, such other or additional insurance in all cases shall be primary to this policy.

OVERSEAS TOURIST CERTIFICATE (APV272)

The following terms and conditions apply to this certificate in addition to the insuring clause and other terms and conditions set out on this certificate and the provisions of the Insurance (Vehicle) Act and Regulation that are not waived by or in conflict with this certificate. Section 37 of the Act and Parts 3 and 8 and Division 2 of Part 10 of the Regulation do not apply to this certificate.

1. The coverage provided by this certificate under Part 6, Third Party Liability and Part 7 Accident Benefits shall be excess to any other collectible insurance on the vehicle described in this certificate.
2. This certificate and the Motor Vehicle Liability Insurance Card Canada Inter-Province issued are valid for the shortest of the following terms (hereinafter called the "term of this certificate")
 - (a) a period of six months from the effective date shown on this policy, and
 - (b) the period from the effective date to the expiry date shown on this policy.
3. This certificate is void if the named insured
 - (a) enters North America at any location other than a location in British Columbia, or
 - (b) is or becomes a resident of Canada or the United States of America.
4. The motor vehicle or trailer described on the front hereof (hereinafter called the "described vehicle") is now and for the term of this certificate must remain registered and licensed in a jurisdiction outside of Canada or the United States of America.
5. With respect to coverage under this certificate,
 - (a) the licensing requirements of the jurisdiction in which the described vehicle is registered must be fulfilled,
 - (b) the licence issued in the jurisdiction in which the described vehicle is registered must not expire during the term of this policy, and
 - (c) the valid registration number plates of that jurisdiction for the current year must be displayed on the described vehicle.
6. Third Party Liability claims under this certificate will be adjusted in accordance with the law of the province or state where the accident occurs, and so far as applicable, Part 6 of the Regulation. Accident Benefits claims and First Party claims under this certificate will be paid in accordance with Part 7 and Part 10, Division 1 respectively of the Regulation and, where applicable, the law of the place where the accident occurs. Own damage claims under this certificate will be adjusted in accordance with Division 5 of the Optional Policy where the described vehicle is repairable or is either a constructive or an actual total loss. The actual cash value of the described vehicle for the purposes of determining either whether the described vehicle is or is not repairable or the described vehicle is or is not a total loss shall be the actual cash value of the insured vehicle at the insured's overseas home jurisdiction at the date of the occurrence of the loss or damage from which the claim arises.
7. If the described vehicle is damaged while in Canada or the United States of America and is not a total loss but is repairable, and if repairs to the described vehicle are completed in Canada or the United States of America, any customs duties payable by the named insured to his home jurisdiction in order to re-enter the repaired vehicle into its home jurisdiction will be paid by the Corporation. Where the described vehicle is damaged in Canada or the United States of America and is a total loss so that it remains dutiable in Canada or the United States of America, any customs duties payable to Canada or the United States of America will be paid by the Corporation. Furthermore, if the described vehicle is damaged in Canada or the United States of America and is a total loss and settlement of the insured's own damage claim is made by means of a replacement vehicle, any customs duties payable by the named insured to his home jurisdiction in order to enter the replacement vehicle into the insured's home jurisdiction will be paid by the Corporation. No customs duties are payable in respect of a claim that is concluded by a cash settlement.
8. The liability of the Corporation for payment of indemnity for loss or damage to the described vehicle is limited to the amount of customs duties payable under Paragraph 7 together with whichever of the following is the least
 - (a) the cost of repairing or replacing the described vehicle or any part of it with material of a similar kind or quality available in the home jurisdiction of the insured as determined in the currency of the home jurisdiction of the insured,
 - (b) the cost of repairing or replacing the described vehicle or any part of it with material of a similar kind or quality available in Canada or the United States of America, and
 - (c) the declared value of the described vehicle as set out on this certificate,so long as the total amount payable for loss or damage to the described vehicle together with customs duties exceeds the deductible amount set out in this certificate for own damage coverage for the described vehicle.
9. The currency used with respect to claims under this certificate is as follows:
 - (a) all claims under Part 6, Third Party Liability, Part 7 Accident Benefits, Part 10, Division 1 First Party Coverage under the Regulation and Division 5 of the Optional Policy and deductibles are for amounts in Canadian dollars, and
 - (b) all other claim payments will be made in Canadian dollars, except where a claim payment is to be made in a jurisdiction other than Canada in which case the Corporation, at its sole discretion, may make such claim payment in the currency of that other jurisdiction, but only for an amount that is equivalent to the dollar value of that claim in Canadian currency and in no event shall the

amount of claim payment in foreign currency exceed the amount of coverage available under each part of the Regulation or the Optional Policy stated in (a) above.

10. (a) In this certificate, the word “insured” means
 - (i) with respect to claims under Part 6 of the Regulation,
 - (A) the named insured described on this certificate,
 - (B) any person who operates the described vehicle with the permission and consent of the named insured,
 - (ii) with respect to claims under Part 7 of the Regulation, an insured as defined in section 78 of the Regulation, but the reference to a vehicle licensed in the province in clause (d) of that definition shall mean, for the purposes only of this certificate, the vehicle described in this certificate,
 - (iii) with respect to claims under Division 5 of the Optional Policy or section 147 of the Regulation the named insured described on this certificate,
 - (iv) with respect to claims under section 148 of the Regulation,
 - (A) the named insured described on this certificate,
 - (B) a member of the household of the named insured.
- (b) The definitions of “insured” as set out in the Regulation do not apply to this certificate.
11. The named insured and any other person who operates the described vehicle with the permission and consent of the named insured shall hold a valid and subsisting drivers licence issued to them by their home jurisdiction.
12. Where the declared value of the described vehicle is less than 90 per cent of the actual cash value of the vehicle together with its equipment, the named insured is a co-insurer with the Corporation for any loss or damage to the vehicle and its equipment.
13. Where the named insured is a co-insurer under paragraph 12, section 5.7 of the Optional Policy applies, notwithstanding that the described vehicle may be described by a vehicle rate group established by the Corporation.

POLICY OF BLANKET FLEET INSURANCE (APV55)

1. The insured shall be entitled to indemnity only if there is a valid owner's certificate in effect for the vehicle that is the subject of the claim, and any payment to the insured shall only be made under such valid owner's certificate.

2. The insured agrees in the event of a claim under this policy to pay to the Corporation the premium that would have been payable by the insured to provide the deductibles and limits of all coverages shown on this policy which were not provided by a valid individual owner's certificate issued for the vehicle that is the subject of the claim.
3. Indemnity under this policy shall apply only to an error or omission made by the insured or the insured's officers or employees, after the effective date of this policy which provides insurance coverage which is not in accordance with the deductibles and limits of all coverages shown on this policy and shall not apply to any deliberate act by the insured or the insured's officers or employees which results in the provision of any such insurance coverage which is not in accordance with the insurance coverage provided in this policy.
4. Any claim for indemnity under this policy shall be presented and processed in accordance with the Insurance (Vehicle) Act and Regulation.
5. Where the insured has a Temporary Operation Permit and/or Highway Crossing Permit and the limit of Third Party Liability coverage on such Temporary Operation Permit or Highway Crossing Permit is less than the limit of Third Party Liability coverage provided in this policy, the limit of Third Party Liability coverage on such Temporary Operation Permit and/or Highway Crossing Permit shall be equal to the limit of Third Party Liability coverage provided in this policy.

POLICY OF DAMAGE INSURANCE COVERING NON-OWNED VEHICLES (APV27)

The right of the insured to recover indemnity under this policy shall be subject to the following special terms, conditions and limitations.

1. The deductible amount set out on the policy shall be the amount deductible per vehicle for each claim.
2. In this policy, the word “vehicle” means a vehicle and its equipment including a camper while attached to the vehicle.
3. The indemnity provided by this policy shall be only in respect of vehicles of the type described by the insured on the policy.
4. Subject to the deductible amount applicable to each such vehicle, the Corporation shall not be liable under this policy for any amount in excess of the amount (exclusive of interest and costs) prescribed on the policy for any one vehicle.
5. Each such vehicle shall be used only with the consent of the owner or lessee thereof.

6. On or before the inception date of this policy, the insured shall determine the total number of vehicles to which this policy is applicable and the insured shall declare the number of vehicles so determined on the policy, which number of vehicles shall be used by the Corporation to determine the premium paid for this policy. Thereafter during the term of this policy or any renewal, the insured shall report to the Corporation whenever the actual total number of vehicles to which this policy is applicable varies from the number of vehicles declared at inception of this policy by the insured on the policy or last previously reported in accordance with this condition, or shown as an amended declared total number of vehicles on any renewal form of this policy.
7. Where, on the date of the occurrence of an accident resulting in a claim under this policy, the number of vehicles to which this policy applies is more than 25 percent greater than the declared number of vehicles shown on the policy or shown on any renewal of this policy or as that declared number of vehicles is reported in accordance with condition 6 of this policy, then the gross amount claimed for each separate and distinct loss or occurrence to which this policy applies, shall first be reduced to a "net claim" by subtracting from the gross amount of the claim the deductible amount shown on the policy and then second, the Corporation and the insured shall be co-insurers under this policy for each resulting net claim. The co-insurance to be paid by the Corporation under this condition shall be calculated as follows:

$$\frac{\text{Paid Premium}}{\text{Actual Premium}} \times \text{Net Claim} = \text{Co-insurance Paid by the Corporation}$$

In this calculation "**Actual Premium**" means the premium that would have been paid by the insured if the insured had declared or reported the actual number of vehicles to which this policy applied at the date of loss, where that actual number of vehicles is greater than the number of vehicles declared on the policy and for which premium has been paid. "Paid Premium" means the premium paid to the Corporation by the insured for this policy at its inception or last renewal or any alteration made therein in accordance with condition 6 for the number of vehicles declared on the policy.

The co-insurance to be paid by the insured for each distinct loss or occurrence to which this policy applies shall be calculated by subtracting the amount of co-insurance paid by the Corporation for the same claim from the amount of the applicable net claim.

8. Insurance provided by this policy shall be primary to any other applicable insurance coverage existing on the non-owned vehicle.
9. There shall be no indemnity pursuant to this policy for loss of use of any such non-owned vehicles.

RENTAL VEHICLE POLICY (APV281) INSURING AGREEMENTS

SECTION A

Third Party Liability to Others (except owner of non-owned vehicle)

The Corporation agrees to indemnify an insured on the same terms and conditions as set out in Part 6 of the Insurance (Vehicle) Regulation (the Regulation) for Third Party Liability, which is imposed by law upon the insured, for loss or damage arising from the use or operation of a non-owned vehicle as defined in the General Terms, Conditions and Limitations hereunder.

Special Terms, Conditions and Limitations of Section A

1. For the purposes only of this policy, Regulation section 77, entitled "Other Insurance" is waived and the following provision applies to this section of this policy only:

"Other Insurance"

 - (a) Where indemnity is also provided to the vehicle owner for the ownership, use or operation of the non-owned vehicle, by means of a certificate, policy or plan of insurance providing third party liability indemnity, indemnity provided under this section of this Rental Vehicle Policy is available only to the extent that the amount by which liability is limited herein exceeds the amount in respect of which indemnity is provided under such certificate, policy or plan of insurance.
 - (b) Where indemnity for the same occurrence is provided to the insured under two or more of the following for the use or operation of the non-owned vehicle:
 - (i) vehicle insurance providing insurance of the kind referred to in the definition of "owner's policy" or "non-owner's policy" in section 57.1 of the Insurance (Vehicle) Act or providing similar insurance under similar legislation of another jurisdiction;
 - (ii) this Rental Vehicle Policy;
 - (iii) an owner's certificate;
 then the said policies shall respond in the following order or priority, first (i) then (ii) and last (iii), but indemnity provided under this section of this Rental Vehicle Policy is available only to the extent that the amount by which liability is limited herein exceeds the total amount of indemnity provided under (i).

2. No indemnity is afforded to an insured under this section for the liability of an insured in negligence or contract to an owner of a non-owned vehicle for loss or damage to, or loss of use of the non-owned vehicle to which this policy attaches.

SECTION B

Accident Benefits

The Corporation shall pay accident benefits to or on behalf of an insured on the same terms and conditions as set out in Part 7 of the Regulation.

For the purposes of the payment of claims under this section of this policy:

- (a) no fault accident benefits are not payable under this policy to an insured who is also entitled to no fault accident benefits under an owner's certificate or a driver's certificate issued by the Corporation, and
- (b) with respect to an occupant of the non-owned vehicle who is not a resident of British Columbia, Regulation section 96 (a) is waived but the cumulative benefits to which such an occupant is also entitled under either the no fault accident benefits provisions of any other policy, certificate or plan of automobile insurance or any other type of accident insurance, policy or coverage are primary and the no fault accident benefits afforded to that occupant by this clause of this policy are excess to such other automobile insurance or accident insurance to the extent that the no fault accident benefits to which the occupant is entitled under this policy exceed the cumulative benefits provided by any primary automobile insurance or accident insurance.

SECTION C

Underinsured Motorist Protection

The Corporation shall provide Underinsured Motorist Protection to an insured on the same terms and conditions as Part 10 Division 2 of the Regulation.

SECTION D

Legal Liability for Damage to Non-Owned Vehicle

The Corporation agrees to indemnify an insured for

- (a) direct physical loss or damage to a non-owned vehicle and its equipment resulting in (i) the legal liability of an insured to the owner or (ii) liability to the owner as assumed by an insured under a contract or agreement, in either case while the non-owned vehicle is in the care, custody, or control of an insured with the permission and consent of the owner of the non-owned vehicle, and

- (b) indirect or consequential loss or damage and loss of use of the non-owned vehicle while it is unavailable for use by the owner as measured by the reasonable retail rental value of a replacement vehicle,

and the amount of indemnification shall be adjusted with and paid to the owner on behalf of an insured as though the loss or damage suffered by the owner of the non-owned vehicle was a claim by an insured for loss or damage to a vehicle owned by the insured and insured by the Corporation by a vehicle rate group as set out in section 5.5 of the Optional Policy.

Special Terms, Conditions and Limitations of Section D

1. Where an insured is legally or contractually liable to an owner for loss or damage for which a claim is payable under this section of this policy, the portion of the claim which relates to direct physical loss or damage to the non-owned vehicle shall be for the amount specified in condition 2.
2. The liability of the Corporation for payment of indemnity for direct physical loss or damage under this section of this policy is limited to the amount (exclusive of interest and court costs) by which the applicable deductible amount fixed in the application for this policy is exceeded by the least of the following amounts:
 - (a) the actual cash value of the non-owned vehicle and its equipment,
 - (b) the cost of repair of the non-owned vehicle and its equipment, and
 - (c) the amount for which the insured is legally or contractually liable.
3. In addition to the provisions of Division 5 of the Optional Policy, sections 69, 73 and 75 of the Regulation also apply to a claim by an insured under this section; provided that section 5.21 of the Optional Policy does not apply to a claim under this section and that coverage under this section is primary to any other insurance applicable to the non-owned vehicle.
4. No indemnity is afforded to an insured under this section unless the insured reports to the Corporation within 21 days of the occurrence of loss or damage to a vehicle that results or is likely to result in a claim under this section, providing details of the loss or damage, including the name, address and driver's licence number of the operator of the vehicle at the time of loss or damage and the location of the vehicle at the time of the loss or damage.

SECTION E

Loss of Use

The Corporation agrees, following an occurrence for which indemnity is payable under section D of this policy, to reimburse an insured in accordance with the Limits and Amounts set out in section E of the application for this policy for expense incurred by such an insured for the rental of a substitute non-owned vehicle as a result of loss or damage to the non-owned vehicle as defined in the General Terms, Conditions and Limitations hereunder where such loss or damage renders the non-owned vehicle inoperable.

GENERAL TERMS, CONDITIONS AND LIMITATIONS

1. The provisions of Parts 1, 3, 5 and 11 of the Regulation, with the necessary changes, also apply to a claim by an insured under this policy.
2. No payment shall be made for adjusting expense, legal expense, court ordered pre or post judgment interest, or court costs except such adjusting expense, legal expense, court ordered interest, or court costs as is incurred in respect of litigation or settlement of that part of any claim for liability to others or loss or damage caused by or to the non-owned vehicle that is paid under this policy.
3. In this policy the following words have the following meanings:

"non-owned vehicle" means a licensed vehicle and its equipment, licensed trailer and its equipment, or a camper that is not owned, either wholly or in part, by an insured or a person residing in the same dwelling premises as an insured and is used only for pleasure or while transacting or conducting the business of the named insured that originates within British Columbia; except that no indemnity is afforded under this policy for

- (a) a commercial motor vehicle with a Gross Vehicle Weight in excess of 5,000 kgs,
- (b) a vehicle used for
 - (i) carrying or delivering goods for compensation,
 - (ii) carrying passengers in a bus with a seating capacity of sixteen or more, or
 - (iii) carrying passengers for compensation or hire in any vehicle,
- (c) a vehicle that is owned by a person who carries on a rental vehicle business if the vehicle at any time during the term of this policy is used or operated by an insured for purposes relating to the business operation of the owner or for the benefit of the owner,

- (d) a snowmobile, snow vehicle, or industrial machine,
- (e) a golf cart as defined in the Motor Vehicle Act Regulations B.C. Regulation 26/58, or a road building machine as defined in the Commercial Transport Act, or
- (f) an all terrain vehicle as defined in the Motor Vehicle Act Regulations, B.C. Regulation 26/58.

"owner" means a person having a lawful right to enforce a claim against an insured under this policy for loss or damage to a non-owned vehicle whether or not that owner is the registered owner, lessee, lessor or rentor of the non-owned vehicle.

"insured," under sections A, D and E of this policy, means

- (a) the named insured, who must be a resident of British Columbia,
- (b) any driver other than the named insured who is shown by the named insured as a permitted driver on a contract made by the named insured for the rental or lease of a non-owned vehicle.

"insured," under sections B and C of this policy, means

- (a) the named insured, who must be a resident of British Columbia,
- (b) a member of the household of the named insured, or
- (c) any other occupant of the non-owned vehicle.

"equipment" means all equipment (including special paint work) that is permanently attached to the vehicle, and includes a two-way radio, a camper or a canopy when same are described in the rental or lease contract as part of the equipment of the non-owned vehicle to which this policy is applicable.

4. Notwithstanding any other term of this policy, this policy is void

- (a) if it is issued to a named insured who is not a resident of British Columbia,
- (b) with respect to any vehicle that is rented or leased for the exclusive use of a person or persons who are not residents of British Columbia,
- (c) outside Canada and the United States of America,
- (d) where the non-owned vehicle is not a motor home, a truck and camper rented as one unit, or wheelchair accessible vehicle and the rental cost per day as evidenced by the rental agreement with respect to the non-owned vehicle, exceeds \$125 (Canadian funds) when it is rented in Canada and \$100 (US funds) when it is rented in the United States of America.

REPLACEMENT COST ENDORSEMENT (APV286A)

If a premium is shown for this endorsement in the owner's certificate or Vehicle in Storage Policy, the Corporation agrees to indemnify the insured for direct and accidental loss or damage caused to the described motor vehicle by one of the perils for which the insured has paid a premium under the insured's underlying insurance, occurring during the term of the owner's certificate or Vehicle in Storage Policy, in accordance with the following special terms, conditions, definitions and exclusions of this endorsement and such of the provisions of Division 5 of the Optional Policy as are not in conflict with the special terms, conditions, definitions, and exclusions of this endorsement, and only where there is underlying insurance, and the dollar amount of the loss or damage to the described motor vehicle exceeds the deductible amount applicable to the underlying insurance.

1. If an accident renders the described motor vehicle a total loss or constructive total loss during the period when this endorsement is in effect, the Corporation will indemnify the insured for direct and accidental loss or damage caused to the described motor vehicle

(a) where the described motor vehicle is a new motor vehicle

- (i) by replacing the described motor vehicle at the Corporation's cost with the most current model of a new motor vehicle of the same make and model and with equipment and options attached thereto similar, but not necessarily identical, to those listed on the bill of sale where such replacement motor vehicle is deliverable to the insured by a dealer within 30 days of the determination of a total loss or constructive total loss, or
- (ii) if a replacement motor vehicle as described in condition 1(a)(i) is not deliverable by a dealer within 30 days of the determination of a total loss or constructive total loss, by paying the insured the lesser of the following:

- A. the verified original net purchase price actually paid by the insured for the described motor vehicle as evidenced by the bill of sale, or
- B. the manufacturer's suggested retail price at the date of purchase of the described motor vehicle together with any dealer options attached that may be listed on the bill of sale

plus an additional percentage amount of A. or B., whichever of these is paid, such percentage to be determined from the following table, by the model year number of the described motor vehicle:

<u>Model Year Number</u>	<u>Percentage to be Added</u>
Model year 1	2.5%
Model year 2	5.0%
Model year 3	7.5%

or

- (iii) as an alternative to 1(a)(i) above and provided that a replacement motor vehicle as described in 1(a)(i) is available as required under the conditions of 1(a)(i), by replacing the described motor vehicle at the Corporation's cost with any other motor vehicle of the insured's choice where such replacement motor vehicle is deliverable to the insured by a dealer within 30 days of the determination of a total loss or constructive total loss, and provided that the cost of such replacement motor vehicle does not exceed the cost of the replacement motor vehicle as determined under 1(a)(i), or
 - (iv) where a replacement motor vehicle is available under condition 1(a)(i) and the insured elects not to replace the described motor vehicle in accordance with condition 1(a)(i) or condition 1(a)(iii), by paying the insured the settlement amount calculated under condition 1(a)(ii), provided that such amount does not exceed the cost of the replacement motor vehicle as determined under condition 1(a)(i), or
- (b) where the described motor vehicle is a used motor vehicle
- (i) by replacing the described motor vehicle at the Corporation's cost with the most current model of a new motor vehicle of the same make and model and with equipment and options attached thereto similar, but not necessarily identical, to those that were on the described motor vehicle at the date of the accident, where such replacement vehicle is deliverable to the insured by a dealer within 30 days of the determination of a total loss or constructive total loss, or
 - (ii) if a replacement motor vehicle as described in condition 1(b)(i) is not deliverable by a dealer within 30 days of the determination of a total loss or constructive total loss, by paying the insured either
 - A. where the manufacturer still produces the same make and model of vehicle as the described motor vehicle, the cost of the replacement vehicle as determined under 1(b)(i) above, or
 - B. where the manufacturer no longer produces the same make and model of vehicle as the described motor vehicle, the

manufacturer's suggested retail price for the described motor vehicle at the time it was manufactured, together with any equipment and options attached thereto similar to those that were on the described motor vehicle at the date of the accident, plus an additional percentage amount of the manufacturer's suggested retail price, including equipment and options, such percentage to be determined from the following table, by the model year of the described motor vehicle:

<u>Model Year Number</u>	<u>Percentage to be Added</u>
Model year 1	2.5%
Model year 2	5.0%
Model year 3	7.5%

or

- (iii) as an alternative to 1(b)(i) above, and provided that a replacement vehicle as described in 1(b)(i) is available as required under the conditions of 1(b)(i) by replacing the described motor vehicle at the Corporation's cost with any other vehicle of the insured's choice where such replacement motor vehicle is deliverable to the insured by a dealer within 30 days of the determination of a total loss or constructive total loss, and provided that the cost of such vehicle does not exceed the cost of the replacement motor vehicle as determined under 1(b)(i)

but the cost of repair of any prior unrepaid damage to the described motor vehicle will be deducted from the settlement of the total loss or constructive total loss.

2. The Corporation may extend the timeframe contained in condition 1(a)(i) or 1(b)(i) for delivery of a replacement vehicle if such replacement vehicle cannot be delivered to the insured by a dealer within 30 days but it can be delivered within 90 days after the date of the determination of a total loss or constructive total loss and the insured is willing to wait up to 90 days for the replacement vehicle to be delivered. If such replacement vehicle is not subsequently delivered within 90 days, then indemnity shall only be afforded in accordance with, for a new vehicle, condition 1(a)(ii) and, for a used vehicle, condition 1(b)(ii).
3. In the case of a new motor vehicle only, where a replacement vehicle is delivered within 90 days in accordance with condition 2, but the insured, after having agreed to wait the 90 days, subsequently elects not to accept the

replacement motor vehicle, the settlement basis outlined in condition 1(a)(iii) applies.

4. If, during the period when this endorsement is in effect, an accident causes direct loss or damage to the described motor vehicle that does not render the described motor vehicle a total loss or a constructive total loss, the Corporation will determine whether any part or parts of the described motor vehicle or its equipment shall be repaired or replaced. If the Corporation determines that a part or parts of the described motor vehicle or its equipment shall be replaced, it will indemnify the insured by paying for the cost of repair of the described motor vehicle through such replacement, using new Original Equipment Manufacturer parts for such repair, and without requiring the insured to contribute any amount by way of depreciation or betterment to the cost of such worn or used parts as are replaced, if such replacement parts would result in the insured being required to contribute towards a depreciation or improvement allowance if this endorsement was not applicable. If new Original Equipment Manufacturer parts are not available, the Corporation will indemnify the insured by paying for the cost of repair of the described motor vehicle, using new parts of like kind or quality to those used or recommended by the manufacturer of the described motor vehicle.
5. This endorsement applies only to an owner's certificate or Vehicle in Storage Policy
- for a motor vehicle which is in model year 1, 2 or 3,
 - for a motor vehicle which is not a rebuilt, replica, repicar, replikit, specialty or ubilt vehicle, and
 - if the insured is entitled to a Claim Rated Scale discount of -20 per cent of the base rate premium (level -4) or greater, or if the insured is entitled to a Fleetplan discount of 40 per cent or greater.
6. This endorsement is void
- if the insured is not a resident of British Columbia,
 - if issued for a motor vehicle which is not in model year 1, 2 or 3,
 - if the insured did not meet the applicable qualification under condition 5(c) above at the time this endorsement was issued, or
 - if issued for a motor vehicle which is a rebuilt, replica, repicar, replikit, specialty or ubilt vehicle.

7. No indemnity is afforded by this endorsement
- (a) where the described motor vehicle
 - (i) is a commercial motor vehicle having a licensed gross vehicle weight in excess of 5000 kgs, or
 - (ii) is not insured by the underlying insurance under rate class 001, 002, 003, 004, 005, 007, 011, 012, 014, 015, 021, 022, 023, 024, 027, 051, 055, 200, 202, 203, 206, 850, 853 or 856 at the time of loss,
 - (b) for a claim or demand
 - (i) for loss or damage arising out of repair of prior unrepaired loss or damage to the described motor vehicle at the same place or an adjacent place to any place on the described motor vehicle that has suffered repairable loss or damage for which a claim may be made under this endorsement,
 - (ii) for loss or damage arising out of a claim for accelerated depreciation caused by or resulting from the repair of any loss or damage to the described motor vehicle,
 - (iii) for any claim for loss of use of the described motor vehicle,
 - (iv) for loss relating to any third party or manufacturer warranties or other vehicle warranty insurance, or
 - (v) under condition 1(a), unless the insured produces the bill of sale, or
 - (c) where section 5.7 of the Optional Policy applies.

8. Definitions

In this endorsement, the following words or phrases have the following meanings:

“accident” means an unforeseen occurrence or series of connected unforeseen occurrences causing direct loss or damage to the described motor vehicle;

“bill of sale” means the original or a facsimile of the original document by which ownership of the described motor vehicle was transferred to the insured by the manufacturer of the described motor vehicle or the manufacturer’s agent or dealer and, in the case of equipment added to the vehicle subsequent to the vehicle being purchased or leased by the insured, means the original or a facsimile of the original document issued to the insured at the date of purchase of such additional equipment;

“constructive total loss” means that condition of the described motor vehicle that exists when it might be feasible to repair the described motor vehicle but the

cost of repairs to the described motor vehicle exceeds the net actual cash value of the described motor vehicle as the condition of that vehicle was immediately prior to the occurrence of the loss or damage for which indemnity is afforded by this endorsement;

“described motor vehicle” means the vehicle shown on the owner’s certificate or on the Vehicle in Storage Policy, together with such permanently attached equipment and unattached equipment as was in or on the vehicle at the date of the accident provided that such equipment is automatically afforded coverage under section 5.9 of the Optional Policy or is covered under a valid and subsisting Excess Special Equipment Endorsement or Special Sound and Communication Equipment Endorsement;

“endorsement” means the extended indemnity afforded by this contract of extension insurance but does not include any indemnity afforded by any underlying insurance;

“insured” means the named insured owner of the described motor vehicle and includes

- (a) where the owner is the lessor of the described motor vehicle, the lessee of the described motor vehicle to the extent of the lessee’s insurable interest therein if the lease contains an option for the lessee to purchase the described motor vehicle, regardless of when the option was exercised by the lessee, and
- (b) the holder of each lien registered against the described motor vehicle at the time the described motor vehicle was rendered a total loss or constructive total loss under circumstances for which indemnity is afforded by this endorsement;

“model year 1” means the model year number which applies to a described motor vehicle where the calendar year in which this endorsement is issued is equal to or prior to the model year assigned to the described motor vehicle by its manufacturer;

“model year 2” means the model year number which applies to a described motor vehicle where the calendar year in which this endorsement is issued is the first calendar year subsequent to the model year assigned to the described motor vehicle by its manufacturer;

“model year 3” means the model year number which applies to a described motor vehicle where the calendar year in which this endorsement is issued is the second calendar year subsequent to the model year assigned to the described motor vehicle by its manufacturer;

“net actual cash value” is the amount determined by subtracting the value or estimated value received from the sale of the salvage of the wrecked described motor vehicle from the actual cash value of the described motor vehicle;

“net purchase price” means the following, excluding the price of any third party or manufacturer warranties or other vehicle warranty insurance, but including

- (a) the total vehicle price including all manufacturer and dealer installed options (prior to the deduction of any trade-in allowance or factory, manufacturer's and/or dealer's discounts), plus applicable taxes, levies and documentation fees as shown on the bill of sale, or
- (b) in the case of a leased described motor vehicle
 - (i) the amount stated on the lease agreement as the price on which the lease is based, plus any amount stated on the same lease agreement as being the value of any optional equipment installed on the described motor vehicle by the dealer, plus any amount stated on the bill of sale for other equipment added to the vehicle was leased by the insured, or
 - (ii) where the amounts described in (a) above are not stated on the lease agreement, the wholesale price of the described motor vehicle (as evidenced by the factory invoice originating from the manufacturer of the described motor vehicle), plus the cost price of any dealer installed options (as evidenced by the dealer's invoice), plus an additional 50 per cent of the difference between the wholesale price stated on the factory invoice together with the cost price of any dealer installed options, and the Manufacturer's Suggested Retail Price of the described motor vehicle including any dealer installed options, but where the insured does not provide the Corporation with a copy of the factory invoice or the dealer invoice, the above additional percentage shall not be applied;

“new motor vehicle” means a described motor vehicle which has not been previously registered except by the named insured for the general purpose of operation on a highway and where ownership of the vehicle is evidenced by a bill of sale;

“rebuilt” means a motor vehicle deemed either a constructive total loss or a total loss, and which has then been repaired to make it safe for use on a highway, in accordance with Division 25 of the Regulation under the Motor Vehicle Act;

“replacement cost” means only such restricted indemnity as is afforded by the words of this endorsement;

“replica” means a vehicle designed and constructed to resemble a previously known make using an original body but with a modern engine and drivetrain and, usually, a homebuilt chassis;

“replicar” means a motor vehicle manufactured to resemble a previously known make, constructed entirely of new components;

“replikit” means a motor vehicle designed to resemble a previously known make, reconstructed of new or refurbished components;

“specialty vehicle” means a vehicle constructed using new components that may or may not be manufactured by the assembler resulting in a unique appearing vehicle;

“total loss” means that condition of the described motor vehicle that exists when the described motor vehicle is stolen and not recovered within 30 days from the date the loss is reported to the Corporation or is so severely or extensively damaged that it is not feasible to repair the described motor vehicle;

“ubilt” means a vehicle used as a private passenger motor vehicle or a commercial motor vehicle with a gross vehicle weight of not more than 5000 kgs, and normally built by an individual (often home built for their own use) where it does not resemble the original vehicle from which the components were taken;

“underlying insurance” means insurance afforded to the owner of the described motor vehicle by an owner's certificate or Vehicle in Storage Policy, together with any applicable Excess Special Equipment Endorsement and/or Special Sound and Communication Equipment Endorsement that in each case is issued to the insured and where the owner's certificate, Excess Special Equipment Endorsement and Special Sound and Communication Equipment Endorsement at the time of the loss or damage provides Own Damage coverage for which the insured has paid a premium under Division 5 of the Optional Policy, of the type for which the insured is entitled to make a claim in respect of loss or damage to the described motor vehicle and while this Replacement Cost Endorsement is in force;

“used motor vehicle” means a described motor vehicle which has been previously registered to a person other than the named insured for the general purpose of operation on a highway.

9. In this endorsement, **“Optional Policy”** means the ICBC Autoplan Optional Policy. This endorsement includes the following terms and conditions of the Optional Policy: Divisions 2 and 3, Division 8 (Prescribed Conditions) and any other terms and conditions indicated as applicable.

10. Except as otherwise provided in this endorsement, all terms, including definitions, of the Insurance (Vehicle) Act and Regulation apply to this endorsement.
11. **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.**

SPECIAL SOUND AND COMMUNICATION EQUIPMENT ENDORSEMENT (APV330)

1. Coverage under this endorsement shall only apply to sound and communication equipment.
2. Coverage under this endorsement shall be restricted to the non permanently attached sound and communication equipment that is
 - (a) described on this endorsement,
 - (b) attached to a private passenger vehicle or a commercial vehicle with a gross vehicle weight of 5,000 kgs or less that at the time of the loss has in place a solid fixed roof, or a motor home, and
 - (c) inside the vehicle to which this endorsement applies or temporarily inside a building.
3. No indemnity is afforded by this endorsement
 - (a) if the vehicle to which this endorsement applies is not also currently insured for own damage coverage under Division 5 of the Optional Policy,
 - (b) until the insured has complied with the provisions of Division 5 of the Optional Policy,
 - (c) to any equipment for which coverage is otherwise available under Division 5 of the Optional Policy or obtainable under an excess special equipment endorsement,
 - (d) for the theft or attempted theft of non permanently attached sound and communication equipment, unless damage is caused to the vehicle or the building to which it is temporarily removed, and such damage is caused as a result of forcible entry,
 - (e) for the loss or damage of tapes or compact discs in excess of those which are otherwise covered under Division 5 of the Optional Policy.

4. For each claim for loss or damage for which indemnity is afforded by this endorsement, the named insured shall pay a deductible amount as shown on this endorsement.
5. For the purpose of this endorsement, the following words have the following meaning:
“**non permanently attached sound and communication equipment**” means sound and communication equipment that when attached to the vehicle by means of a device, allows the equipment to form part of the functioning sound and communication system of the vehicle **excluding equipment that is designed to be removable from the vehicle and operated in another location.**

UNLICENSED FARM TRACTOR CERTIFICATE (APV49) (TEMPORARY ON HIGHWAY FARM USE ONLY)

In addition to the insuring clause and other terms and conditions set out on this certificate, the following special terms and conditions apply to the insurance afforded by this certificate.

1. In this certificate the following words have the following meaning:
“**farm tractor**” means a motor vehicle designed and used primarily as an implement of husbandry for drawing agricultural equipment; and
“**implement of husbandry**” means a vehicle designed and adapted exclusively for use in agricultural operations and includes a farm tractor and a trailer towed by an implement of husbandry, but does not include
 - (a) a vehicle used primarily to transport persons or property on a highway, or
 - (b) a bulldozer, grader or other vehicle of a like nature designed for nonagricultural purposes, unless it is being used exclusively in connection with an agricultural operation.
2. The insurance afforded by this certificate shall be excess to any insurance afforded by an owner’s certificate that shall come into force in the event the farm tractor or implement of husbandry is at any time during the term of this certificate registered or licensed in accordance with the Motor Vehicle Act and insured by an owner’s certificate issued under the Insurance (Vehicle) Act.
3. Use of the farm tractor or implement of husbandry, by a person who is fifteen years of age or older, who is neither the holder of a valid owner’s or driver’s certificate nor qualified or authorized by law to operate a vehicle on a highway, shall not invalidate insurance afforded hereunder provided that the farm tractor or implement of husbandry is used on a highway in accordance with provision 4.

4. Insurance afforded by this certificate shall only apply while the farm tractor or implement of husbandry is being used or operated on a highway in accordance with the provisions of section 2(5) of the Motor Vehicle Act. (See note below.)
5. Permission is granted for any implement of husbandry to be used in connection with the farm tractor and when so used both vehicles shall be deemed a single vehicle.
6. Insurance afforded by this certificate for the limit of liability and accident benefits stated on this certificate, automatically upon delivery shall apply for the balance of the term hereof, to a newly acquired farm tractor or implement of husbandry that is delivered to the named insured (if a company, to its representative) as a substitute for a farm tractor or implement of husbandry presently insured hereunder, or is additional to an existing farm tractor or implement of husbandry presently insured hereunder.

PLEASE READ CAREFULLY

The Motor Vehicle Act says:

- 2(5) The provisions of this Act respecting the registration and licensing of motor vehicles and trailers and the licensing of drivers of motor vehicles do not apply to prohibit
 - (a) the temporary driving, propelling, drawing or moving of an implement of husbandry on a highway by or on behalf of a farmer unless the implement is used
 - (i) to carry on a highway, passengers or goods other than farm produce, supplies, stock, fertilizer, tools or seeds being carried from one place on a farm to another place on the same farm; or
 - (ii) to tow, on a highway, a trailer used to carry passengers or goods other than farm produce, supplies, stock, fertilizer, tools or seeds being carried from one place on a farm to another place on the same farm; or
 - (b) the use of a trailer towed by a tractor licensed under section 8 by a farmer to transport on the trailer the produce of the farmer's farm to market and to transport supplies for that farm from market.
- 2(7) A person who is under 15 years of age must not drive or operate an implement of husbandry on a highway.
- 3(1) Except as otherwise provided in this Act, the owner of a motor vehicle or trailer must, before it is used or operated on a highway,
 - (a) register the motor vehicle or trailer with the Insurance Corporation of British Columbia,

- (b) obtain a licence for its operation under this section, and
 - (c) obtain for it an owner's certificate under the Insurance (Vehicle) Act.
- (2) Despite subsection (1), a trailer towed by a tractor licensed under section 8 need not be licensed.

UNLICENSED VEHICLE POLICY (APV45) (OFF HIGHWAY PLEASURE USE OR VEHICLE IN STORAGE ONLY)

1. When the vehicle is in operation, it must be used off highway only and only for pleasure purposes. When the vehicle is not in operation, insurance coverage under this policy applies only when the vehicle is on consignment or in storage on private property.
2.
 - (a) When the vehicle is operated, insurance coverage under this policy applies only when the vehicle is operated by a person
 - (i) who is sixteen years of age or older, and
 - (ii) who holds a valid driver's licence as set out in the Motor Vehicle Act for the type of vehicle being operated except as provided in condition 2(b)
 - (b) Subject to condition 2(c), insurance coverage under this policy also applies where a person without a valid driver's licence (except while that driver's licence is under suspension or has been cancelled or ordered suspended or cancelled by operation of law, or has been surrendered to the Corporation or the Superintendent of Motor Vehicles) drives either a motorcycle with an engine capacity of 110 cc or less, or a snowmobile, with the consent of the owner, unless such vehicle is driven
 - (i) on a highway as defined in the Insurance (Vehicle) Act, or on any right of way or public land adjacent to a highway, or in any public park without the express permission of the authorities having jurisdiction to grant such permission, or
 - (ii) contrary to the Motor Vehicle (All Terrain) Act and Regulation, or
 - (iii) by a person who is not sixteen years of age or older.
 - (c) If condition 2(b) applies, no indemnity is payable to any person who is a passenger on a motorcycle with an engine capacity of 110 cc or less.
3. When a trailer owned by the insured, but not described on this policy, is used or operated in connection with the described all terrain vehicle, the insurance coverage

- under this policy will not be invalidated and the trailer and all terrain vehicle will be considered as one vehicle for the purposes of this policy.
4. For the purposes of this policy:
 - (a) **“a vehicle in storage”** means a vehicle not currently licensed, which is in storage on the insured’s private property or on private property located anywhere within Canada or the United States of America, and which it is understood and agreed will not be driven on a highway, private road, or private property, or parked on any highway during the term of this policy;
 - (b) **“the insured’s private property”** shall include a parking space designated for the use of the insured when such parking space is located in the parking area attached to or forming part of an apartment, condominium, townhouse, or other building in which the insured resides;
 - (c) a vehicle **“on consignment”** means a vehicle not currently licensed, which has been placed by the registered owner in the care, custody, or control of a garage service operator, but not registered in the name of such operator, for the sole purpose of the sale of the vehicle;
 - (d) a **“snow vehicle”** means a snow vehicle as defined in the Motor Vehicle Act Regulations.
 5. The insured certifies that at no time during the policy term will the vehicle
 - (a) be used as living accommodation,
 - (b) be used or operated off highway for commercial or business purposes, or
 - (c) subject to conditions 7 and 8 below:
 - (i) be driven on a highway, or, if the vehicle is a vehicle in storage or on consignment, on a private road, or private property, or
 - (ii) be parked on any highway.
 6. If an insured violates a term of condition 5, all claims by or in respect of the insured arising after the violation are rendered invalid, and the insured’s right and the right of a person claiming through or on behalf of or as a dependent of the insured to benefits and insurance money is forfeited.
 7. If a vehicle is placed in the care, custody, or control of a garage service operator for the purpose of repair, servicing, or testing, the coverage under this policy will not be invalidated when the vehicle is operated by a garage service operator or by the garage service operator’s employees or agents while a Demonstration licence plate, Repairer’s licence plate, or a Transporter’s licence plate is lawfully attached to the customer’s vehicle.
 8. If a vehicle is temporarily insured under a Temporary Operation Permit and Owner’s Certificate of Insurance (APV16 or APV16L) (a “TOP”), the vehicle may be operated in accordance with the terms of the TOP and coverage under this policy is not invalidated, but no indemnity is provided by this policy during the term of the TOP.
 9. No indemnity is provided by this policy if the named insured is not a resident of British Columbia.
 10. With respect to a camper that is insured by this policy for own damage coverage,
 - (a) conditions 1, 5(a), and 5(b) above do not apply.
 - (b) In the event of a single occurrence causing loss or damage to the camper insured by this policy and the motor vehicle to which the camper is attached, a single deductible shall apply where the own damage deductible under this policy is the same as the own damage deductible under the owner’s certificate for the motor vehicle.

If the own damage deductible under this policy is different from the own damage deductible under the owner’s certificate for the motor vehicle to which the camper is attached, then the higher deductible shall apply as the single deductible when both the motor vehicle and the camper are damaged in a single occurrence.

The loss, inclusive of deductible amounts, shall be prorated between the own damage coverage under this policy and the owner’s certificate for the vehicle to which the camper is attached according to the respective loss suffered and the respective applicable limit of indemnity. The applicable own damage deductible amounts in force at the time of loss shall determine how this condition is applied.
 - (c) Where the camper is detached from a motor vehicle at the time of loss, losses involving the camper shall be treated separately and be subject to the deductible amount stated in this policy.
 - (d) In addition to permanently attached equipment of the camper, coverage is also provided under this policy to fixtures and fittings of a camper which are not permanently attached to and which form part of the necessary equipment of the camper, provided that the value of such fixtures and fittings has been included in the total value declared on this policy.
 11. With respect to a camper that is insured by this policy for third party liability and accident benefits, coverage applies under the same terms and conditions as Parts 6 and 7 under the Insurance (Vehicle) Regulation and these coverages only apply while the camper is

- (a) detached from a motor vehicle, or
 - (b) attached to a motor vehicle that is not licensed in accordance with the definition of "licence" contained in the Insurance (Vehicle) Act and is not being operated.
12. Section 96 (b)(i) and section 96 (b)(iii) of the Insurance (Vehicle) Regulation do not apply with respect to an accident which results in a claim for benefits being made by an occupant of the vehicle insured by this policy.
13. For the purpose of this policy, the definition of vehicle includes
- (a) a camper,
 - (b) an all terrain cycle, meaning a 3-wheeled motor vehicle designed for the transportation of persons, property or equipment exclusively on marshland, open country or other unprepared surfaces,
 - (c) an all terrain vehicle, meaning a wheeled or tracked vehicle designed primarily for recreational use or for the transportation of property or equipment exclusively on marshland, open country or other unprepared surfaces.
14. No indemnity is provided by this policy with respect to 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.

VEHICLE IN INDUSTRY POLICY (APV261)

In addition to the insuring clause and other terms and conditions set out on this policy, the following terms and conditions apply to this policy:

1. In this policy, the words "**named insured**" mean the person or Corporation shown on this policy as the owner of the vehicle insured by this policy and the word "insured" means the named insured and also includes any person who uses or operates the vehicle described on this policy with the permission and consent of the named insured.
2. (a) The insurance coverage that indemnifies the insured during the term of this policy for legal liability to another person for loss or damage arising when the vehicle described on this policy is not used or operated on a highway, except when coverage is excluded according to clause 3 of this policy, is coverage for third party liability and for accident benefits on the same terms and conditions as set out in Parts 6 and 7 of the Insurance (Vehicle) Regulation (the Regulation), the limits of such coverage being the limits set out in Schedule 3 of the Regulation for accident benefits and the limit of third party liability coverage being the limit of liability set out on this policy as the limit of

liability for third party liability together with whatever coverage is applicable under paragraph 2(c).

- (b) The insurance coverages that indemnify the insured during the term of this policy when the vehicle insured by this policy is used or operated on a highway exclusively in the conveying of property of the named insured for the industry carried on by the named insured and in accordance with the registration under the Motor Vehicle Act and displaying the licence issued to the named insured pursuant to section 9 of the Motor Vehicle Act, is the insurance coverage afforded by the owner's certificate issued in conjunction with and applicable to any vehicle to which that licence is attached, in which case, no insurance is afforded by this policy except such own damage insurance coverage as is afforded by this policy under paragraph 2(c).
 - (c) The insurance coverages that indemnify the insured during the term of this policy for loss or damage to the vehicle described on this policy, except when coverage is excluded according to clause 3 of this policy, are the own damage coverages that are shown on this policy as paid and are afforded in accordance with the applicable provisions of Division 5 of the Optional Policy which coverages apply to loss or damage arising out of the use or operation of the described vehicle while either on or off a highway.
3. (a) The terms and conditions of section 65 of the Regulation do not apply to third party liability coverage afforded under this policy pursuant to clause 2(a).
 - (b) A vehicle that may obtain a special licence pursuant to section 9 of the Motor Vehicle Act may be afforded own damage insurance under this policy according to Division 5 of the Optional Policy, notwithstanding section 3.1 of the Optional Policy, but any other vehicle, machine, trailer or piece of equipment that cannot be licensed under section 9 of the Motor Vehicle Act and to which section 3.1 of the Optional Policy is applicable, continues to be and is excluded from own damage insurance under this policy.
 - (c) No indemnity is afforded by this policy for the use or operation of any vehicle while that vehicle is registered and licensed in accordance with section 3 of the Motor Vehicle Act and insured in accordance with the provisions of the Insurance (Vehicle) Act.
4. Where there is any other valid and enforceable insurance policy or certificate of any type or class that affords indemnity to the named insured for the use or operation of the vehicle described on this policy or to another for which the insured is legally liable, at the time of loss or damage to that vehicle or to another person for which the insured is legally liable, when this policy is also applicable to indemnify for such

loss or damage, then such other insurance is first loss insurance and this policy is excess insurance only.

VEHICLE IN STORAGE POLICY (APV345 & APV345C)

In consideration of the premium paid for this policy, the Corporation agrees to indemnify the insured for third party liability and own damage insurance and pay benefits to or on behalf of the insured for accident benefits insurance, on the same terms as set out in Parts 6 and 7 of the Insurance (Vehicle) Regulation (the Regulation) and in the Optional Policy, where a premium is specified against that coverage shown on the policy and subject to the terms and conditions set out hereafter for the vehicle in storage described on the policy.

1. For the purposes of this policy:
 - (a) **“vehicle in storage”** means a vehicle not currently licensed, which is in storage on the insured’s private property or on private property located anywhere within Canada or the United States of America, and which it is understood and agreed will not be driven on a highway, private road, or private property, or parked on any highway during the term of this policy;
 - (b) **“the insured’s private property”** shall include a parking space designated for the use of the insured when such parking space is located in the parking area attached to or forming part of an apartment, condominium, townhouse, or other building in which the insured resides;
 - (c) a vehicle **“on consignment”** means a vehicle not currently licensed, which has been placed by the registered owner in the care, custody, or control of a garage service operator, but not registered in the name of such operator, for the sole purpose of the sale of the vehicle.
2. The insured certifies that at no time during the policy term will the vehicle
 - (a) be used as living accommodation,
 - (b) be used or operated off highway for commercial or business purposes, or
 - (c) subject to conditions 4 and 5 below
 - (i) be driven on a highway, private road, or private property, or
 - (ii) be parked on any highway.
3. If an insured violates a term of condition 2, all claims by or in respect of the insured arising after the violation are rendered invalid, and the insured’s right and the right of a person claiming through or on behalf of or as a dependent of the insured to benefits and insurance money is forfeited.

4. If a vehicle in storage or on consignment is placed in the care, custody, or control of a garage service operator for the purpose of repair, servicing, or testing, the coverage under this policy will not be invalidated when the vehicle is operated by a garage service operator or by the garage service operator’s employees or agents while a Demonstration licence plate, Repairer’s licence plate, or a Transporter’s licence plate is lawfully attached to the vehicle.
5. If a vehicle in storage or on consignment is temporarily insured under a Temporary Operation Permit and Owner’s Certificate of Insurance (APV16 or APV16L) (a “TOP”), the vehicle may be operated in accordance with the terms of the TOP and coverage under this policy is not invalidated, but no indemnity is provided by this policy during the term of the TOP.
6. Insurance coverage under this policy shall apply only when the vehicle is in storage on private property or on consignment.
7. No indemnity shall be payable under this policy if the named insured is not a resident of British Columbia.

VEHICLE TRAVEL PROTECTION POLICY (APV314)

SECTION A Additional Living Expenses

1. The Corporation agrees, in the event of
 - (a) an accident, or
 - (b) the theft of the described motor vehicle,to reimburse an insured for resulting additional living expenses incurred because of the accident or theft, but such reimbursement shall be subject to paragraph 2 of this section.
2. Reimbursement under this section
 - (a) is applicable only to expenses that would not otherwise have been incurred and that commence immediately after the occurrence of the accident or theft,
 - (b) is limited to lodging, meals, telephone calls or transportation expenses,
 - (c) shall not exceed the applicable maximum limit shown on this policy under this section, that applies to the number of insureds covered by this policy as selected by the insured, and for which a premium is paid, and

- (d) shall not include any expense incurred to travel home that is described in section D of this policy.

SECTION B

Replacement Vehicle Expenses

1. The Corporation shall, in the event of an accident involving the described motor vehicle or the theft of the described motor vehicle, reimburse the named insured for expenses directly incurred to obtain substitute transportation in replacement for the described motor vehicle by renting a replacement vehicle, hiring a taxi, or using public transportation. Such reimbursement shall be subject to paragraph 2 of this section.
2. Reimbursement under this section
 - (a) shall not exceed the maximum limit set out on this policy under section B, and
 - (b) shall terminate on the earliest of the following dates:
 - (i) the date on which repairs for damages to the described motor vehicle caused by an accident, are completed, and the described motor vehicle is returned to the insured in safe operating condition,
 - (ii) the date on which the described motor vehicle, if stolen is recovered and is returned to the insured in safe operating condition, or
 - (iii) upon the commencement of travel to home by an insured because the vehicle is unrepairable or unrecovered, for which home travel expense is described in section D of this policy.

SECTION C

Towing Expenses

1. Where an accident occurs to the described motor vehicle, the Corporation shall reimburse an insured for towing expenses incurred directly as a result of such accident, but subject to paragraph 2 of this section.
2. Reimbursement under this section
 - (a) shall not exceed the maximum limit set out on this policy under section C, and
 - (b) shall not include towing or transportation of the vehicle to home where the towing or transportation to home is described in section E of this policy.

SECTION D

Travel Expenses for Insured to Return Home

1. In the event of an accident or in the event that the described motor vehicle is stolen and not recovered, the Corporation shall reimburse an insured for expenses incurred for the insured to return home but subject to paragraph 2 of this section.
2. Reimbursement under this section
 - (a) shall only be for those expenses which would not otherwise be incurred had the theft or accident not occurred,
 - (b) shall not exceed the applicable maximum limit shown on this policy under this section, that applies to the number of insureds covered by this policy as selected by the insured, and for which a premium is paid,
 - (c) shall not exceed the cost of travel to home from the site of the theft or accident by the most direct route, and
 - (d) shall not include any additional living expenses described in section A of this policy.

SECTION E

Expenses Incurred to Return the Described Motor Vehicle to Home

1. In the event of an accident, the Corporation may reimburse the insured for expenses incurred to return the described motor vehicle to home but such reimbursement shall be subject to paragraph 3 of this section.
2.
 - (a) Where the described motor vehicle is stolen and later recovered, the Corporation shall reimburse the insured for expenses incurred in returning the vehicle home if the stolen vehicle is recovered prior to the settlement of the theft claim by either the Corporation or by another insurer.
 - (b) Where there is no theft coverage with the Corporation or with another insurer that is applicable to the described motor vehicle at the time of its theft, reimbursement under this section shall be payable only if the stolen vehicle is recovered within 6 months of its theft.
 - (c) Reimbursement under paragraph 2(a) or 2(b) shall be subject to paragraph 3 of this section.
3. Reimbursement shall not be paid under paragraphs 1 and 2 of this section
 - (a) where an accident causes damage to the described motor vehicle that is repaired prior to the return home of the vehicle and the accident does not also cause bodily injury or death to the insured,

- (b) where an accident causes damage to the described motor vehicle that is repaired prior to the return home of the vehicle and the accident also causes bodily injury to or death of an insured but no claim is made under section D of this policy by or on behalf of the insured because of such injury or death,
- (c) where an accident occurs that causes no damage to the described motor vehicle but the accident does cause bodily injury to or the death of an insured for which no claim is made under section D of this policy by or on behalf of the insured because of such injury or death,
- (d) where the expenses claimed for are not directly incurred by the insured because of the theft of the described motor vehicle,
- (e) for so much of the expenses claimed as are described in section C of this policy, or
- (f) for any amount that exceeds the maximum limit set out on this policy as applicable to section E.

SECTION F

Reimbursement of Collision Deductible

Where the described motor vehicle is damaged as a result of an accident involving a third party vehicle and the third party vehicle is liable but is not insured by the Corporation, the Corporation shall reimburse the named insured for an amount equal to the deductible applicable to a claim that is made by the owner of the described motor vehicle under the collision coverage provided by the Corporation under an owner's certificate of insurance issued in respect of the described motor vehicle.

GENERAL TERMS, CONDITIONS AND LIMITATIONS

1. This policy is void if it is issued in respect of a described motor vehicle that is not
 - (a) a private passenger motor vehicle,
 - (b) a commercial motor vehicle with a gross vehicle weight of 5,000 kilograms or less,
 - (c) a motor home, or
 - (d) a motorcycle.
2. This policy is void if the named insured is not a resident of British Columbia at the time of the issuance of this policy.
3. This policy is void if the described motor vehicle is not registered and licensed in the Province of British Columbia at the time this policy is issued.
4. This policy is void if it is issued other than in the name of an individual.
5. No reimbursement, except the reimbursement under section F, is payable to an insured under this policy for an expense that has been or may be paid by any other person, facility or insurer.
6. The Corporation is not liable to indemnify an insured under this policy for expenses incurred as the result of the theft of the described motor vehicle by an additional insured, by a person who resides with an insured or by a person who is an employee of an insured.
7. The insured, within 90 days of an occurrence, shall provide the Corporation with a proof of loss to which is attached receipts sufficient to establish that the expenses claimed have been incurred and the proof of loss shall, except for the expenses that are to be reimbursed under section F, declare that no other insurer has paid or could pay any of the expenses claimed.
8. Reimbursement of expense that is payable by the Corporation under this policy shall be paid within 60 days after receipt by the Corporation of proof of loss.
9. Where the described motor vehicle is towing a recreational trailer or has attached a camper when the described motor vehicle is stolen or is involved in an accident, the described motor vehicle and attached trailer or the described motor vehicle and attached camper shall be considered under this policy to be one vehicle.
10. Where a recreational trailer is being towed by the described motor vehicle or a camper is attached to the described motor vehicle while the described motor vehicle is insured under this policy, the terms and conditions of this policy shall automatically extend and apply to any accident, or theft that occurs to the trailer or camper as though that trailer or camper was the described motor vehicle. In addition, coverage is extended under this condition to such recreational trailer or camper while it is detached from the described motor vehicle during the journey.
11. Each occurrence giving rise to a claim under this policy for reimbursement of expenses is a separate claim and for each separate claim, the policy limits under this policy are reinstated.
12. No person shall commence action or arbitration against the Corporation in respect of any expenses reimbursable under this policy
 - (a) until the provisions of the general condition 7 have been complied with, and
 - (b) after the expiration of two years from the date of the occurrence giving rise to the expense.

13. Any dispute between the Corporation and an insured as to whether an expense is reimbursable under this policy or as to whether an expense is reasonable shall be submitted to arbitration under the Commercial Arbitration Act.
14. This policy is valid only for thefts or accidents which occur in Canada or the United States of America or on a vessel travelling between or within Canada and the United States of America.
15. Where an insured has been reimbursed by the Corporation under this policy for expenses incurred or paid by an insured and an insured subsequently recovers the amount of those same expenses from some other person, facility or insurer, the insured who receives the recovered amount is a trustee for the Corporation of the amount so recovered and the trustee/insured shall, without expense or cost to the Corporation, thereupon account for and return the amount of such trust moneys to the Corporation.
16. Any notice sent by the Corporation to the named insured in respect of this policy shall be sent only to the named insured's address set out on this policy.
17. The Corporation is not liable, except for the deductible amount for which specific coverage is provided under section F, under this policy for any cost of the repair of the described motor vehicle resulting from an accident, theft or mechanical breakdown.
18. This policy is excess to any vehicle insurance issued by the Corporation or any other insurer affording indemnity or reimbursement to an insured and without limiting the generality thereof, this policy is excess to,
 - (a) any provision entitling an insured to reimbursement for towing expense, or
 - (b) any loss of use coverage under sections 5.11 or 5.12 of the Optional Policy or under a loss of use endorsement issued to the named insured by the Corporation or by any other insurer.
19. The Corporation is not liable under this policy to an insured who, to the prejudice of the Corporation, on the occurrence of an accident or theft for which reimbursement is afforded by this policy,
 - (a) fails to promptly notify the Corporation of the occurrence, and provide all necessary details of the occurrence,
 - (b) fails, within 48 hours of the theft or accident, to report the theft or accident to police, and
 - (c) fails to file a proof of loss.
20. In this policy the following words have the following meanings:

"accident", for the purposes of sections A, D and E of this policy, means a chance happening

 - (a) involving a vehicle where the accident results in the death of an insured or bodily injury to the insured that requires attendance at a medical facility for medical treatment, or
 - (b) that causes such damage to the described motor vehicle as to render it inoperable and either a constructive total loss or requiring of repair before it may be safely operated on a highway,

but an "accident" does not include a "mechanical breakdown";

"accident" for the purposes of sections B and C of this policy, means a chance happening that causes damage to the described motor vehicle where the accident damages the vehicle to such an extent as to render it inoperable and either a constructive total loss or requiring of repair before it may be safely operated on a highway but an "accident" does not include a "mechanical breakdown";

"accident" for the purpose of section F of this policy, means a chance happening that causes damage to the described motor vehicle, but an accident does not include a "mechanical breakdown," or any loss attributable to the negligence of an unidentified motorist, or any loss attributable to an unidentified vehicle;

"home" means the address of the named insured set out on this policy;

"insured" includes the named insured and each additional insured named on the policy;

"mechanical breakdown" means an accidental malfunction of any part of the described motor vehicle that renders the described motor vehicle inoperable and in need of repair for its safe operation, but that is not caused by an "accident" as defined in this policy.

VINTAGE MOTOR VEHICLE CERTIFICATE (APV44)

1. For the purpose of this certificate, a vintage motor vehicle means an antique motor vehicle as defined in the Motor Vehicle Act Regulations.
2. Subject to paragraphs 3 and 4, in the event of the total loss or destruction of the described vintage motor vehicle, the stated value of the described vintage motor vehicle shall be the measure of the insured's loss.

3. Indemnity afforded by this certificate is limited to the actual cash value of the vintage motor vehicle if, immediately before loss occurs, the condition of the vehicle is not consistent with the declaration of the condition of the vehicle made by the insured herein.
4. If requested by the Corporation, the insured shall give to the Corporation, or any designated officer or employee thereof, evidence to support the stated value of the described vintage motor vehicle, in order that the Corporation may be satisfied as to the value thereof and until the Corporation has satisfied itself as to the value of the vintage motor vehicle and has sent written acknowledgement of this to the insured, any total loss or destruction of the vintage motor vehicle which may occur will be paid on an actual cash value basis.

CONDITION DESCRIPTION – VINTAGE MOTOR VEHICLE CERTIFICATE

1. **Fully Restored:**
Car has been totally dismantled (body off frame). All parts restored, rebuilt or replaced as necessary and reassembled. Restoration completed within the past five years.
2. **Older Full Restoration:**
Same as (1) except that work completed over five years ago.
3. **Under Restoration:**
Full restoration as in (1) underway but incomplete. (Indicate per cent complete on the certificate.)
4. **Restored:**
Extensive body, upholstery and mechanical restoration done, but body has not been removed from frame in the process.
5. **Partly Restored:**
Some body and/or upholstery and/or mechanical work done. More required to complete. Body has not been removed from frame.
6. **Excellent Original:**
Unrestored vehicle in excellent condition requiring only regular maintenance.

7. **Good Original:**
Good original condition – running and driveable.
8. **Fair Original:**
Needs considerable work to bring up to a high standard but is running and driveable as is.
9. **Unrestored:**
A vehicle that has had virtually no restoration work performed and is currently not driveable.

Notes