



STRATFORD

UNDERWRITING AGENCY



Your Optional Vehicle Insurance Policy

February 8, 2022

About your policy

This is your Optional vehicle insurance policy. It is written in easy to understand language. Please read it carefully so you know your rights and obligations and the rights and obligations of your insurance company.

About Stratford Underwriting Agency Inc. and Everest Insurance Company of Canada

Stratford Underwriting Agency Inc. is your British Columbia based managing general agent who represents your insurance underwriter Everest Insurance Company of Canada, for which Stratford receives commission income. Located in North Vancouver, British Columbia, Stratford is a licensed general agent and claims adjudication agency delivering a wide range of general insurance products and services to you through your broker. Stratford Underwriting Agency Inc. may also be expressed as “Stratford” in this policy.

Your broker is Stratford’s intermediary who should be able to provide you with all the information and assistance you require about your policy. Your broker’s contact information is located on your Declaration of Insurance. Should you have an accident or claim, please contact Stratford Underwriting Agency directly at 1-833-222-9981 or locally in Greater Vancouver at 604-282-0671.

Everest Insurance Company of Canada. A licensed insurer in all Canadian provinces and territories is backed by the financial strength of the Everest Re Group. Everest Insurance Company of Canada offers property, casualty and specialty lines insurance through a network of licensed brokers, including managing general agent Stratford Underwriting Agency Inc. Headquartered in Toronto, their specialized underwriting teams apply years of experience, knowledge of the marketplace and specialty expertise to develop comprehensive insurance solutions for their brokers, managing general agents, and agent’s customers. Everest Insurance Company of Canada may also be expressed in this policy as “Everest”, “we”, “us” or “our”.

When you receive your policy

Make sure the information is correct. Please check the information you have given your broker and notify your broker of any changes or corrections. This is an important part of your responsibility to provide complete and accurate information under Section 75 of the Insurance (Vehicle) Act.

Free look period. If you have not made a claim, you can cancel this policy within 10 days of the effective date and receive a full refund of the premium you have paid.

How Your Premium is Calculated. The amount of your premium is determined by taking several different factors into account. It is important for you to know that the premium varies depending on the information Stratford receives about your vehicle and drivers.

Examples of factors which may affect your premium include the years driving experience, the vehicle type, where the vehicle is kept, how it is used, or the history of previous accidents or claims or convictions/penalty points for both you and other drivers.

Changing your policy

Change of Circumstances. You must advise your broker immediately when your circumstances change, if they are relevant to your policy. For instance, if you add a new driver, or move. If you do not tell your broker of your changes, in the event of you suffering a loss or damage, you may not be adequately insured to cover your loss, or you may not even have any coverage under your policy.

However, if you replace your vehicle with another, your replacement vehicle automatically has the same cover as this policy for 10 days from the purchase date, but not exceeding the market value or the purchase price, whichever is lower.

Please note there will be no payment required for premium changes less than \$5.00

Renewing the Policy. To ensure continuing protection Stratford will normally send you a renewal offer at least 20 days before the renewal date of this policy. It will show the premium and coverage for the new policy term and may also include notice of any changes to the terms of this policy.

When you receive a renewal offer, you must tell your broker if the information contained in it is incorrect or incomplete. If you do not tell your broker, it may impact any future claims.

If you wish to accept the renewal offer on the monthly premium plan you will not have to do anything, Stratford will automatically withdraw the renewal premium from your account. Otherwise, please contact your broker to arrange payment.

If Stratford does not offer to renew your policy, you will be sent a notice of non-renewal in advance of the current policy expiry date to your last known address.

Cancelling the Policy. You may cancel the policy at any time. If you cancel this policy within 10 days of the effective date and no claim is made (free look period) you will receive a full refund of the premium you have paid.

If you cancel outside the free look period and no claim is made and you have paid the annual premium, Stratford will refund any premium you have paid for the period after the cancellation date. If you paid your premium by instalment on the monthly premium plan, any refund or premium due will be adjusted on the next scheduled instalment. There is a minimum premium refund when you cancel or change your policy; the amount is \$10.00 if you paid your premium by instalment on the monthly premium plan and \$5.00 for other payment types.

If Stratford cancels your policy either due to non-payment of premium due or if you fail to meet your obligations under the policy, Stratford will refund what is left of the premium you have paid and will send you a notice of the cancellation to your last known address, and as required by law.

How to Make A Claim. You and any person involved in an accident or loss under this policy must notify Stratford promptly by calling your claims adjuster at 1-833-222-9981 or locally in the Greater Vancouver area 604-282-0671, after any loss or damage regardless of who is at fault.

In addition to notifying Stratford of your loss or damage, immediately send Stratford any communication received from other parties including if you have been made aware of any legal action, in relation to the loss or damage.

If your vehicle is stolen or theft has been attempted or vandalized, notify the police as soon as you are made aware of the incident.

Summary of each section of your policy

For details of each coverage and the conditions that apply, consult the appropriate Sections of the policy.

Section 1: Introduction contains information that applies to the entire policy. To understand what is covered and what is not covered by each coverage, you should read Sections 1 and 2 and the *entire* Section of the policy that deals with the specific coverage.

Section 2: Vehicles That Are Covered explains what coverages are available to a described vehicle and to other types of vehicles (for example, newly acquired or temporary substitute vehicles) when you have a specific coverage for a described vehicle.

Section 3: Excess Liability Coverage describes what we will cover if someone is killed or injured in an accident, when you or other insured persons are at fault in the accident.

Section 4: Loss or Damage Coverages describes Optional coverage against loss of, or damage to, your vehicle caused by collision, fire, theft and a variety of other unpredictable risks.

Section 5: Prescribed Conditions and Other Statutory Conditions lists the conditions required by the *Insurance (Vehicle) Act* for all vehicle insurance policies in British Columbia. If there is a discrepancy between the Prescribed Conditions and the wording in the policy, the Prescribed Conditions in Section 5 prevail. Section 5 also sets out Section 75 of the Act governing forfeiture in the event of a misrepresentation or breach of condition.

Section 6: Endorsements lists the additional or reduced coverages that may be set to tailor your policy to your specific needs.

Section 7: Packages lists the bundles of endorsements that may be conveniently purchased together.



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What insurance is required by law?

Basic Autoplan insurance coverage is required by law if you own and operate a vehicle on a highway in British Columbia. It is available from the Insurance Corporation of British Columbia (ICBC) through your ICBC Autoplan Broker. You may also choose to buy Optional insurance to protect you against other risks. Optional Insurance coverages include Excess Liability, Collision and Comprehensive, and additional endorsement coverage such as Loss of Use or Rental Vehicle coverage.

The chart below is a **general summary of Optional insurance coverage we offer**, to give you an idea of the insurance coverages available to you through Stratford Underwriting Agency and underwritten by Everest Insurance Company of Canada. For details of each Optional Insurance coverage and the conditions that apply, you should consult the appropriate sections of the policy. If there is a difference between the information in this chart and the appropriate section of the policy, the section of the policy prevails.

You have a specific coverage only if your Declaration of Insurance shows a premium for it or the coverage is provided at no cost. If you have insured more than one vehicle, a premium must be shown for each vehicle.

Summary of Coverages and Conditions	What the Coverage Does	Policy Section
Excess Liability	You may purchase coverage beyond the Basic Autoplan insurance liability coverage of \$200,000, the minimum required by law. Excess Liability protects you if someone else is injured or killed or their property is damaged in a motor vehicle accident. It will pay for legitimate claims against you in excess of the ICBC Basic Autoplan coverage and up to the limit of your coverage as shown on your Declaration of Insurance, and will also pay the costs of settling claims.	Section 3
Loss or Damage to Your Vehicle	You may buy coverage to protect you against loss of, or damage to, your vehicle caused by collision, theft, vandalism, fire and a variety of other risks.	Section 4
Prescribed Conditions	The <i>Insurance (Vehicle) Act</i> of British Columbia sets out the conditions that are required to be included in every vehicle insurance policy. If there is a discrepancy between the prescribed conditions and the wording in the policy, the prescribed conditions in the Act prevail.	Section 5
Other Optional Endorsements	You may buy additional coverage or reduce coverage, to tailor your policy to your specific needs.	Sections 6 and 7

Section 1: Introduction

1.1 This Policy Wording is Part of a Contract

This policy wording is part of a contract between you and us. The contract includes three documents:

- a completed and signed Application of Insurance, and
- a completed Declaration of Insurance, and
- this policy wording.

Under the contract, we agree to provide you with the insurance that is summarized on your Declaration of Insurance, and for which you have agreed to pay a premium. You only have a particular coverage for a specific vehicle if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

1.2 Where You Are Covered

This policy covers you and other insured persons for incidents occurring in Canada and the United States of America, and on a vessel travelling between ports of those countries. All dollar limits described in this policy are in Canadian funds.

1.3 Definitions

Covered/Coverage

When we talk of someone or something being **covered**, we mean that they are protected by insurance. When we speak of **coverage**, we are describing what types of protection they have and how much for each type.

Declaration of Insurance

A **Declaration of Insurance** is a written document summarizing your insurance coverage. It shows your name and/or organization, and the described vehicle or vehicles. It lists the coverages purchased, premiums charged, and the period during which the insurance is in effect.

Named Insured

The **named insured** is the person or organization to whom the Declaration of Insurance is issued.

Occupant

In this policy, an **occupant** is a person, including the driver, in or on a vehicle, or getting into, on, out of, or off a vehicle.

Proof of Loss Form

A **proof of loss** form records the formal statement concerning a loss for which a claim is submitted. It provides us with all the information we need to determine whether the claim is reasonable and the extent of our liability.

Spouse

Spouse means either of two persons who:

- are married to each other,
- have together entered into a marriage that is voidable or void, in good faith on the part of the person making a claim under this policy, or
- have lived together in a conjugal relationship outside marriage,
 - continuously for a period of not less than one year, or

- in a relationship of some permanence, if they are the natural or adoptive parents of a child.

Vehicle

In this policy, motorhome is included in the definition of vehicle.

In this policy, there is a difference between a described vehicle and the vehicle. When we refer to a vehicle as described, we mean any vehicle specifically shown on the Declaration of Insurance.

When we refer to the **vehicle**, we mean:

- a described vehicle,
- a newly acquired vehicle,
- a temporary substitute vehicle,
- other vehicles driven by you, or driven by your spouse who lives with you, or
- trailers, in certain circumstances.

These types of vehicles are described more fully in Section 2.

We and You

Throughout this policy the words **you** and **your** refer to the person or organization shown on the Declaration of Insurance as the named insured.

Other people may also be covered under certain conditions. We call both them and you **insured persons**.

We, our and **us** mean Everest Insurance Company of Canada.

1.4 Your Responsibilities Include

"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."

1.4.1 You will notify us within 10 days after:

- any change to your address as described out in the Declaration of Insurance; or
- if you acquire a substitute vehicle for the described vehicle.

1.4.2 You will inform us before:

- changing the use of the described vehicle as shown in the Declaration of Insurance, or
- changing the garaged location in which the described vehicle is kept when it is not being driven.

1.4.3 You will promptly notify us of any significant change of which you are aware in your status as a driver, owner or lessee of the described vehicle.

1.4.4 If you have purchased Optional **Loss or Damage Coverages**, you agree to inform us of any new lien (an interest by others), mortgage or loan that affects a described vehicle, as well as any other insurance against loss or damage.

1.4.4 When you are involved in an auto accident involving injury or property damage, you need to report it to us promptly, regardless of who is at fault.

1.4.5 You agree not to drive or operate the vehicle or allow anyone else to drive or operate the vehicle, when not authorized and qualified by law to operate the vehicle.

1.4.6 You agree not to use or allow anyone to use the vehicle in a race or speed test, to escape or avoid arrest or other similar police action, or for an illicit or prohibited trade or transportation.

1.4.7 You agree to permit us to inspect the vehicle and its equipment at all reasonable times.

1.4.8 You will at all times have and maintain a valid Owner's Certificate respecting the described vehicle.

1.5 Our Rights and Responsibilities

1.5.1 Payment of Claims

We will pay legitimate claims within 60 days of receiving a proof of loss or statutory declaration. If we refuse to pay a claim, we will notify you in writing explaining the reasons why we are not liable to pay.

If an arbitration is conducted under section 177 of the *Insurance (Vehicle) Regulation*, we must pay within 15 days after the award is rendered.

1.5.2 If You Have Been Incorrectly Classified and Your Premium is Wrong

Stratford applies rules that determine the amount you pay for each coverage and category of vehicle insurance. You are classified according to these rules. If you have been incorrectly classified, Stratford will correct the situation. If the incorrect classification resulted in your paying too high a premium, Stratford will refund any premium overpayment.

If Stratford incorrectly classified you and it resulted in your paying an inadequate premium, Stratford will require you to pay an additional premium as long as Stratford or its broker advises you of the correct payment amount within 30 days of the effective date of the policy. We will not charge you interest on the additional premium.

1.6 Who and What We Won't Cover

1.6.1 General Exclusion

There is no coverage under this policy if:

- the vehicle is used to carry explosives or radioactive material,
- the vehicle is attached to a trailer not properly registered and licensed under the *Motor Vehicle Act* (British Columbia) or the *Commercial Transport Act* (British Columbia),
- the claim made by the insured is caused by or results from an intentional act of violence committed by the insured, by means of a motor vehicle, or
- the vehicle is used as a taxicab, bus, a sightseeing conveyance or to carry paying passengers. **However**, we don't consider the following as situations involving carrying paying passengers:
 - giving a ride to someone in return for a ride,
 - sharing the cost of an occasional trip with others in the vehicle,
 - carrying a domestic worker hired by you or your spouse,
 - occasionally carrying children to or from school activities that are conducted within an educational program,
 - carrying current or prospective clients and customers, or

- reimbursing volunteer drivers for their reasonable driving expenses, including gas, vehicle wear and tear and meals.

1.6.2 Illegal and Prohibited Use

There is no coverage for you or other insured persons under this policy if that person:

- does not at all times have and maintain a valid Owner's Certificate respecting the described vehicle(s),
- breaches any condition of or in any manner forfeits the insurance coverage extended by ICBC under the Owner's Certificate respecting the described vehicle(s),
- uses, drives or operates the vehicle or allows anyone else to use, drive or operate the vehicle:
 - while unable to maintain proper control of the vehicle because he or she is driving under the influence of an intoxicating substance including cannabis ingested in any form,
 - in circumstances where he or she is convicted of a motor vehicle related offence under the *Criminal Code* (Canada), the *Youth Criminal Justice Act* (Canada), the *Motor Vehicle Act* or any similar offence under any law in Canada or the United States, including:
 - causing death by criminal negligence,
 - causing bodily harm by criminal negligence,
 - dangerous operation of a vehicle,
 - failure to stop at the scene of an accident,
 - operation of a vehicle while impaired by alcohol or a drug or with more than 80 mg of alcohol in the blood,
 - refusal to comply with a demand for a breath or blood sample,
 - causing bodily harm or death during operation of a vehicle while impaired by alcohol or a drug or with more than 80 mg of alcohol in the blood,
 - operating a vehicle while disqualified or prohibited from doing so, or
 - any offence committed before December 18, 2018 under sections 220, 221, 249, 252, 253 (1), 254(5), 255(2) or (3) or 259(4) of the *Criminal Code* (Canada), or
 - any offence committed on or after December 18, 2018 under sections 320.13 (1) or (2) or (3), 320.14 (1)(a) or (2) or (3), 320.16 (1) or (2) or (3), 320.18 of the *Criminal Code* (Canada), or
 - any offence under sections 95, 102, 224 or 226 of the *Motor Vehicle Act* (British Columbia),
 - while not authorized and qualified by law to operate the vehicle,
 - for an illicit or prohibited trade or transportation,
 - to escape or avoid arrest or other similar police action,
 - in a race or speed test,
 - contrary to any statement made in the course of applying for insurance, including:

- a statement relating to the time or territory within which the vehicle may be operated, or
- a statement relating to the kind of goods or number of passengers that may be carried in the vehicle, or
- a statement regarding use.

1.6.3 Excluded Drivers and Driving Without Permission

There is no coverage (including coverage for occupants) under this policy if the vehicle is used or operated by a person in possession of the vehicle without the owner's consent or is driven by an excluded class of persons or drivers of the vehicle policy or a person who, at the time he or she willingly becomes an occupant of a vehicle, knows or ought reasonably to know that the vehicle is being used or operated by a person in possession of the vehicle without the owner's consent.

There is no coverage under this policy for a person who, at the time he or she willingly becomes an occupant of a vehicle, knows or ought reasonably to know that the vehicle is being used or operated by a person in possession of the vehicle without the owner's consent.

1.6.4 Rented or Leased Vehicle

There is no coverage under this policy if the vehicle is rented or leased by you to another. **However**, if you or other insured persons are using the vehicle for an employer's business and is paid for using it, we won't consider that renting or leasing.

1.6.5 Garage Workers Not Covered

No person who sells, repairs, maintains, stores, services, or parks vehicles as part of a business is covered by this policy while involved in conducting that business, unless the person in fact owns the vehicle involved in an incident or is the partner or employee of the owner.

1.6.6 Losses Due to War Activities Not Covered

With the exception of Excess Liability Coverage, this policy does not cover loss, damage, injury or death caused by war activities. War activities include bombardment, invasion, civil war, insurrection, rebellion, revolution, coup, or actions of armed forces while engaged in a war, whether declared or not. Other restrictions apply to specific coverages, such as Accident Benefits and Optional Loss or Damage coverages. These additional restrictions will be described in the appropriate Sections of this policy.

Section 2: Vehicles That Are Covered

2.1 Described Vehicle

A described vehicle is any vehicle, motorcycle, motorhome or trailer specifically shown on your Declaration of Insurance.

Your Declaration of Insurance shows which coverages you have purchased for each described vehicle. The coverages could include:

- Excess Liability,
- Collision, or
- Comprehensive.

2.2 Extending Your Insurance to Other Vehicles

If a premium is shown on the Declaration of Insurance for a specific coverage for a described vehicle, then this coverage may be available in the event of a loss for other types of vehicles under this policy. The following chart summarizes whether the coverage that can be extended to other types of vehicles. This chart is only a guide. Details of coverage for other types of vehicles are explained immediately following the table.

Type of Vehicle	Coverage Purchased on Described Vehicle (Does it extend to Other Vehicles?)		
	Excess Liability	Collision	Comprehensive
Newly Acquired Vehicle (Replacement Auto)	Yes. The replacement vehicle has the same coverage as the described vehicle it replaces, as long as you notify us within 10 days of delivery of the new vehicle.	Yes (Conditions Apply)	Yes (Conditions Apply)
Newly Acquired Vehicle (Additional Auto)	Yes, if we insure all vehicles you own for the same type of coverage on the day you take delivery and you notify us within 10 days of delivery of the new vehicle.	Yes (Conditions Apply)	Yes (Conditions Apply)
Temporary Substitute Vehicle	Yes	Yes (Conditions Apply)	Yes (Conditions Apply)
Any Other Vehicle, including Other Vehicles that are Rented or Leased	Yes (Conditions Apply)	No	No
Owned Trailer (and not described)	Yes, if used in connection with a vehicle covered by the policy and the trailer is properly registered and licensed under the <i>Motor Vehicle Act</i> (British Columbia).	No	No
Non-Owned Trailer	Yes, if used in connection with a vehicle covered by the policy and the trailer is properly registered and licensed under the <i>Motor Vehicle Act</i> (British Columbia).	No	No

2.2.1 Newly Acquired Vehicles

A newly acquired vehicle is a vehicle or trailer that you acquire as owner and that is not covered under any other policy. It can be either a replacement or an additional vehicle. The replacement vehicle will have the same coverage as the described vehicle it replaces. We will cover an additional vehicle as long as:

- we insure all vehicles you own, and
- any claim you make for the additional vehicle is made against a coverage we provide for **all** your other vehicles.

Your newly acquired vehicle(s) will be insured as long as you inform us within 10 days from the time of delivery and pay any additional premium required.

We may inspect the newly acquired vehicle and its equipment at any reasonable time.

2.2.2 Temporary Substitute Vehicle

A temporary substitute vehicle is a vehicle that is temporarily used while a described vehicle is out of service. The described vehicle must not be in use by anyone insured by this policy, because of its breakdown, repair, servicing, theft, sale or destruction.

Coverage for a temporary substitute vehicle is provided under the vehicle policy of the owner of the temporary substitute vehicle. However, this policy may also provide coverage.

The following coverages apply to a temporary substitute vehicle if a premium is shown for them on the Declaration of Insurance for the described vehicle that is temporarily out of service:

- Excess Liability,
- Collision,
- Comprehensive.

If you have purchased Optional **Loss or Damage Coverages** on a described vehicle and it is temporarily out of service, there are special conditions about this coverage for temporary substitute vehicles. These conditions are explained in Section 4 - Loss or Damage Coverages of this policy.

2.2.3 Other Vehicles

Vehicles, other than a described vehicle, are also covered when driven by you, or driven by your spouse who lives with you.

The following coverage applies to other vehicles if a premium is shown for the coverage on the Declaration of Insurance for a described vehicle:

- Excess Liability.

For other vehicles to be covered for Excess Liability, the following conditions apply:

1. Both the other vehicle and a described vehicle must not have a manufacturer's gross vehicle weight rating (GVWR) of more than 5,000 kilograms.
2. The named insured is an individual, or if the described vehicle is owned by two people, the named insureds are spouses of each other.

3. Neither you nor your spouse is driving the other vehicle in connection with the business of selling, repairing, maintaining, storing, servicing or parking vehicles.
4. The other vehicle is not being used to carry paying passengers or to make commercial deliveries at the time of any loss.
5. The other vehicle cannot be a vehicle that you or anyone living in your dwelling owns or regularly uses. Nor can the other vehicle be owned, hired or leased by your employer or the employer of anyone living in your household.
6. **If you are a corporation, unincorporated association, partnership, sole proprietorship, business or other entity**, the employee or partner for whose regular use a described vehicle is supplied, and their spouse who lives with that person, will be covered when they drive the other vehicle, under the following conditions:
 - Both the other vehicle and the described vehicle must not have a manufacturer's gross vehicle weight rating of more than 5,000 kilograms.
 - Neither the employee nor partner who is provided with a described vehicle, nor their spouses if they live with the employee or partner, are driving the other vehicle in connection with the business of selling, repairing, maintaining, storing, servicing or parking vehicles.
 - The other vehicle is not being used to carry paying passengers or to make commercial deliveries at the time of any loss.
 - The other vehicle must not be owned, hired, leased, or regularly or frequently used by you or by your employee or any partner, or by anyone living in the same dwelling as these persons.
 - Except as provided under subsection 2.2.4, this policy does not cover the employee or partner or their spouse if they own, lease or rent any vehicle and it is insured as the law requires and does not have a manufacturer's gross vehicle weight rating of more than 5,000 kilograms.

2.2.4 Other Vehicles that are Rented or Leased

For convenience in this subsection we use the terms **rented** and **renting** as equivalent to **leased** and **leasing**.

In addition to the coverages referred to in subsection 2.2.3, Excess Liability coverage applies to rented vehicles if a premium is shown for the coverage on the Declaration of Insurance for a described vehicle.

Vehicles, other than a described vehicle, are covered as described in this subsection when rented by you, or by your spouse who lives with you, for periods of not more than 30 days, but only with respect to the liability of the person renting the vehicle arising from the negligence of the driver of that vehicle, and only if the driver is not an excluded driver under this policy.

For rented vehicles to be covered for Excess Liability, the following conditions apply:

1. Both the rented vehicle and the described vehicle must not have a manufacturer's gross vehicle weight rating (GVWR) of more than

5,000 kilograms, but if the rented vehicle has a GVWR of more than 5,000 kilograms, then it is covered only while being used for personal purposes (for example to move you or a family member from one residence to another; or for travel or other recreational use), and only if it is rented for no more than 7 days.

2. The named insured is an individual, or if the described vehicle is owned by two people, the named insureds are spouses of each other.
3. Neither you nor your spouse is renting the other vehicle in connection with the business of selling, repairing, maintaining, storing, servicing or parking vehicles.
4. The rented vehicle is not being used to carry paying passengers or to make commercial deliveries at the time of any loss.
5. The rented vehicle cannot be a vehicle that you or anyone living in your dwelling owns or regularly uses. Nor can the rented vehicle be owned, hired or leased by your employer or the employer of anyone living in your household.
6. **If you are a corporation, unincorporated association, partnership, sole proprietorship, business or other entity**, the employee or partner for whose regular use a described vehicle is supplied, and their spouse who lives with that person, will be covered when they rent a vehicle, under the following conditions:
 - Both the rented vehicle and the described vehicle must not have a manufacturer's gross vehicle weight rating of more than 5,000 kilograms.
 - Neither the employee nor partner who is provided with a described vehicle, nor their spouses if they live with the employee or partner, are renting the vehicle in connection with the business of selling, repairing, maintaining, storing, servicing or parking vehicles.
 - The rented vehicle is not being used to carry paying passengers or to make commercial deliveries at the time of any loss.

2.2.5 Trailers

Any trailer used in connection with the vehicle is insured for Excess Liability coverage.

2.3 When You Have Insured Two Or More Vehicles

2.3.1 Under the Same Policy

When more than one vehicle is described on your Declaration of Insurance, we will treat each vehicle as if it were insured by a separate policy for claims resulting from its use or operation.

However, in the case of an incident involving a vehicle you don't own, we will only pay up to the highest limit that applies to any one vehicle described in this policy.

Section 3: Excess Liability Coverage

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

3.1 Introduction

This Section of your policy provides coverage for amounts that the law holds you or other insured persons responsible for compensatory damages for bodily injuries to or the death of any person, or property damages others suffer in a vehicle accident. This coverage only applies as excess to valid, enforceable, Basic liability coverage from ICBC under an Owner's Certificate respecting the vehicle.

3.2 Who is Covered

You are covered when you or others in possession of a described vehicle use or operate it with your consent. We will consider these other people insured persons.

Your Excess Liability Coverage applies when you or others use or operate certain other types of vehicles. See Section 2 for details and additional conditions.

3.3 What We Cover

You or other insured persons may be legally responsible for the bodily injury to, or death of others, or for damage to the property of others as a result of owning, leasing or operating the vehicle or renting or leasing another vehicle. In these cases, we will make any payment on account of compensatory damages on your or other insured persons' behalf that the law requires in excess of the limits of the Basic third party liability coverage from ICBC under an Owner's Certificate, subject to the limits, terms and conditions of this policy.

We will also reimburse anyone covered by this policy for reasonable costs involved in providing immediate medical aid needed by someone hurt in a vehicle incident, where reimbursement is not provided under another policy.

When we receive notice of loss or damage caused to persons or property we will investigate. We may then negotiate a settlement on behalf of you or other insured persons.

3.3.1 If Someone Sues You

By accepting this policy, you and other insured persons irrevocably appoint us to act on your or their behalf in any lawsuit against you or them in Canada or the United States of America arising out of the ownership, use or operation of the vehicle. We have the right to settle any claim out of court if we choose.

If you or other insured persons are sued for damages arising from the ownership, use or operation of the vehicle, you must comply with all requirements of the third party liability coverage afforded by ICBC pursuant to the Owner's Certificate respecting the vehicle. Under that coverage, ICBC is obliged to assume the defence of that lawsuit on your and any other insured persons' behalf. We have the right and duty to investigate, settle and join with you and ICBC in the defence and control of any claim or lawsuit against you or any other insured person which based on our investigation of the facts, involves damages that exceed the limits of third party liability coverage afforded by ICBC pursuant to the Owner's Certificate respecting the vehicle.

If you are sued for more than the limits of your policy, you may wish to hire, at your cost, your own lawyer to protect yourself against the additional risk.

3.3.2 How Much We Will Pay

The most we will pay under this Excess Liability Coverage on account of compensatory damages on behalf of your and any other insured persons' behalf for any one accident will in aggregate be the limit of coverage shown on the Declaration of Insurance. In addition, we will also pay the following amounts:

- a proportionate amount of the costs of defending any lawsuit of the sort referred to in paragraph 3.3.1 above (ICBC will pay the balance), and
- any pre-judgment and post-judgment interest payable by you or the other insured persons on that part of any judgment granted against you or them which falls within the Excess Liability Coverage available under this policy.

3.3.3 Outside British Columbia

We also agree not to use any legal defence that would not be available if the policy had been issued in another Canadian province or territory or any jurisdiction in the United States of America.

3.3.4 If There is More Than One Named Insured Under This Policy

We will protect you and other named insureds by this policy, for claims made against each of you. In such cases, we will act as if a separate policy was issued to each named insured. However, the total amount we will pay (over and above legal costs and post-judgment interest) cannot exceed the maximum coverage shown on the Declaration of Insurance.

3.3.5 Rented and Leased Vehicles

For convenience in this subsection we use the terms rent, renter and rented as equivalent to lease, lessee and leased.

This policy provides coverage for persons who rent a vehicle, as described in the definitions of vehicle in Section 2, as a result of liability imposed by law arising from the negligence of the driver of that vehicle.

If a liability claim is made against a driver, renter or owner of a rented vehicle, coverage may be available under more than one vehicle liability policy. The following rules govern the order in which the policies will respond, and the Excess Liability Coverage will respond only as required in excess of the following:

1. If insurance is available to the person who rented the vehicle, the policy providing that insurance responds first.
2. If insurance is available to the driver of the rented vehicle, the policy providing that insurance responds next.
3. If insurance is available to the owner of the rented vehicle, the policy providing that insurance responds last.

We have no liability for such claims in excess of the limit of liability coverage specified in the Declaration of Insurance and do not have

the responsibility to defend such claims against anyone other than you, your spouse who lives with you, or the persons mentioned in subsections 2.2.3 (6) and 2.2.4 (6).

3.4 Other Limitations on Your Coverage

3.4.1 Property Not Covered

Under this Section, we won't cover claims for damage to property carried in or upon the vehicle or claims for damage to other property owned or rented by, or in the care, custody or control of you or other insured persons.

3.4.2 Contamination of Property

Under this Section, we won't cover claims arising from contamination of property carried in the vehicle.

3.5 Nuclear Hazards

Nuclear energy hazards mean radioactive, toxic, explosive or other hazardous properties of substances described in Regulations made under the *Nuclear Safety and Control Act* (Canada).

If you or other insured persons are involved in an incident where the loss or damage is directly or indirectly caused by a nuclear hazard, the amount of Excess Liability is subject to the *Insurance (Vehicle) Act* provisions relating to nuclear energy hazards which are printed in section 5.3 of this policy.

Section 4: Loss or Damage Coverages

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

4.1 Introduction

Coverage for Loss of or Damage to Your Vehicle

We agree to pay for direct and accidental loss of, or damage to, a described vehicle and its equipment caused by a peril such as fire, theft, or collision if the vehicle is insured against these perils.

By direct loss or damage, we mean loss or damage resulting directly from a peril for which coverage has been purchased.

We may inspect the described vehicle and its equipment at any reasonable time. If you do not co-operate with any reasonable arrangements for inspection, your coverages under this Section may be cancelled and any claims under this Section may be denied.

Your Loss or Damage Coverages may apply to types of vehicles other than described vehicles. See Section 2 for details and additional conditions.

4.2 What We Cover

Coverage Options

You may choose from among the two types of protection listed below. Your choice will be shown on the Declaration of Insurance.

Note: All of the following coverages are subject to 4.3.

A. Comprehensive - we will pay for losses, other than those covered by Collision or Upset, including:

- fire,
- theft or attempted theft,
- lightning, windstorm, hail, or rising water,
- earthquake,
- explosion,
- riot or civil disturbance,
- falling or forced landing of aircraft or parts of aircraft,
- stranding, sinking, burning, derailment or collision of any kind of transport in, or upon which a described vehicle is being carried on land or water,
- falling or flying objects,
- missiles,
- impact with an animal, and
- vandalism.

B. Collision or Upset - we will pay for losses caused when a described vehicle is involved in a collision with another object or tips over. Object includes:

- another vehicle that is attached to the vehicle,
- the surface of the ground, and
- any object in or on the ground.

4.3 Loss or Damage We Won't Cover

4.3.1 General

We will not cover the following losses unless they result from a peril for which you are covered or they are caused by fire, theft or vandalism and your policy covers these perils:

- to tires,
- consisting of, or caused by mechanical fracture or breakdown of any part of the vehicle, or
- consisting of, or caused by rusting, corrosion, wear and tear, freezing, or explosion within the engine.

We won't pay for loss or damage:

- resulting from a dishonest claim of ownership,
- illegal disposal,
- theft of the vehicle by anyone who has legal possession of it under a written agreement (a mortgage, conditional sale, lease or other similar agreement),
- resulting from a change in ownership that is agreed to, even if that change was brought about by trickery or fraud,

Example

You are selling your car to a stranger in return for a cheque. A week later the cheque bounces. We will not cover the loss.

- caused by radioactive contamination,
- to contents of vehicles and trailers, other than their permanently attached equipment with a combined value of less than \$1500, and
- in excess of \$25 for recorded material and equipment for use with a playing or recording unit. We will not pay for recorded material and equipment not contained within or attached to the playing or recording unit. Recorded material includes, but is not limited to, tapes, compact discs, video cassettes and digital video discs.

4.3.2 Illegal Use

We won't pay for loss or damage caused in an incident as noted in the General Exclusions section 1.61.

4.3.3 Certain Thefts Not Covered

We won't pay under the Comprehensive coverage for loss or damage caused when a person who lives in your household steals the vehicle.

We also won't pay under this coverage for loss or damage caused when an employee of yours steals the vehicle and the employee's duties include driving, maintaining or repairing the vehicle. This applies at any time, and not simply during working hours.

4.4 Hit and Run

When Collision coverage is shown on the Declaration of Insurance, we will pay for loss or damage to the vehicle arising out of the use or operation on or off a highway within Canada and the United States of America of another vehicle where:

- the names of both the owner and the driver of that other vehicle are not ascertainable; or
- the name of the driver of that vehicle is not ascertainable and its owner is not liable to an action for damages for the said loss or damage.

4.5 The Deductible

The amount we pay to cover any losses may be subject to a deductible. The deductible is the amount you agree to pay toward the cost of any single claim you make for loss or damage to the vehicle. The deductible, if any, is shown on the Declaration of Insurance.

You will need to make a separate claim for each incident that causes loss or damage. The deductible applies each time you make a claim and separately to each vehicle that is insured.

We will only pay for loss or damage that exceeds the amount of the deductible.

Example

You have Comprehensive Coverage, and your deductible is \$500. Your car's windshield is broken by a fallen tree. You are responsible for the first \$500 of the cost of the windshield replacement. Any claim less than \$500 will be your responsibility.

4.6 Additional Benefits

Whatever Loss or Damage Coverage you choose under this Section, your coverage will include the following additional benefits.

4.6.1 Payment of Charges

We will pay general average, salvage and fire department charges and any Canadian or U.S. customs duties for which you are legally responsible as a result of an insured peril.

In this instance, salvage means any expense involved in recovering property to prevent loss from an insured peril.

General average charges may arise when a described vehicle is shipped by water. If it becomes necessary to dump a portion of the ship's cargo overboard to save the ship, you may be legally responsible for a share of the resulting losses. We will cover that expense.

4.6.2 Foregoing Our Right to Recover

If someone else is using a described vehicle with your permission when an insured loss occurs, we will pay for the resulting claim. We will also forego our right to recover the money from that person.

However, we will keep the right to recover payment:

- if the person has the vehicle in connection with the business of selling, repairing, maintaining, storing, servicing or parking vehicles; or
- if the person using the vehicle violates any condition of this policy or operates it in circumstances referred to in 4.2.2.

4.6.3 Temporary Substitute Vehicle Covered

If you or anyone else drives a temporary substitute vehicle (described in Section 2), you may be responsible for any damage to it as a result of liability imposed by law or agreed to by you or the driver. In that

case, we will pay for direct damage for which you or the driver are legally responsible, minus the deductible for that peril under this policy.

However, if the owner of the substitute vehicle has it insured for such losses, and the deductible on that policy is larger than the one on your own policy for such loss, the most we will pay will be the difference between the two deductibles.

If there is a disagreement over who is responsible for the damage, we have the right just as we would under Section 3 – Excess Liability Coverage, to settle the matter appropriately and we will cover the costs of any investigation, negotiation or lawsuit.

Example

You rent a car to replace your own, which is being repaired following an accident. While driving the rental car, you cause \$800 worth of damage to it. The rental company has a collision policy with a \$1,000 deductible. The Collision deductible in your policy is only \$500. In settling the matter, we will pay \$300 (\$800 less \$500).

4.6.4 Loss of Use Due to Theft

If a vehicle is stolen, and you are protected by the Comprehensive option, we will pay reasonable expenses for the rental of a similar substitute vehicle.

If you choose not to rent a vehicle, we will pay reasonable expenses incurred for taxis or public transportation.

We will cover these costs after the theft has been reported to Stratford or to the police. Even if your policy expires after the theft, coverage will continue until your vehicle is repaired or replaced, or sooner if money is offered to settle the claim.

The most we will pay in either case for such expenses is \$900.

4.6.5 Excess Basic Vehicle Damage Coverage Covered

When Collision coverage is shown on the Declaration of Insurance, we will extend the limit of the ICBC Basic Vehicle Damage Coverage (BVDC) provided under the Basic Vehicle Damage Coverage Regulation to the value of the loss or damage, as determined by Section 4.9 of the policy, and if the value of the loss or damage is higher than the Basic limit.

If you are entitled to basic vehicle damage coverage from ICBC or another insurer with respect to an accident under another certificate or a policy, we will pay Excess Basic Vehicle Damage Coverage under this policy but only the portion that exceeds the sum of the limits of coverage under the other certificates and policies.

All other insurance, except that under the Basic Vehicle Damage Coverage Regulation, providing basic vehicle damage coverage for the same accident for which this policy provides coverage shall be primary to the coverage provided under this policy, whether such coverage is stated to be primary, contingent or excess.

No Excess Basic Vehicle Damage Coverage is payable under this policy until you have complied with the terms and conditions of the

Basic Vehicle Damage Coverage Regulation, and ICBC has paid the Basic Vehicle Damage Coverage limit, or is required to pay, the Basic Vehicle Damage Coverage limit pursuant to the Basic Vehicle Damage Coverage Regulation.

4.7 Your and Other Insured Persons' Responsibilities

When making a claim under this Section, you and other insured persons must:

- promptly notify Stratford of the incident, giving Stratford the best information available at that time concerning the loss or damage and circumstances,
- do as much as is reasonably possible to protect the vehicle from further damage. We will pay for any reasonable protection provided. Further damage resulting from failure to provide reasonable protection will not be covered by this policy,
- make no repairs beyond those needed for protection of the vehicle, or remove evidence of the damage, without our written consent or until we have had time to inspect the vehicle,
- allow us to copy all documents in your or other insured persons' possession that relate to the incident,
- permit us to inspect the vehicle at any reasonable time,
- file a proof of loss within 90 days of the incident. The declaration will describe what happened in detail, the cause and amount of the loss, those affected and how, and state that the loss was truly accidental. We will also need to know if any other insurance is involved, and
- not leave Stratford to dispose of the vehicle unless we agree to accept it. If we decide to replace the vehicle or pay its actual cash value, less the deductible shown in your Declaration of Insurance, we own the salvage.

4.8 Our Right to Repair, Replace or Rebuild the Vehicle

We have the right to repair, replace or rebuild the vehicle rather than pay for the damage. If we choose to do this, we will let you or other insured persons know in writing within seven days of receiving notice of the claim. We will complete the work within a reasonable time using parts of similar kind and quality.

4.9 What We Will Pay

We will not pay more for the vehicle than its actual cash value at the time it was damaged or stolen, less the deductible shown in your Declaration of Insurance.

The value of the loss or damage is also based on actual cash value after taking into account depreciation. We will not pay more to repair the vehicle than its actual cash value at the time it was damaged or stolen, less the deductible.

We will pay the lower of the following:

- the cost to repair the loss or damage, less the deductible,
- replace the motor vehicle or any part of it, and its equipment, with similar kind and quality, less the deductible, or
- the actual cash value of the vehicle at the time it was damaged or stolen, less the deductible.

We will not pay more than \$5,000 for loss or damage to electronic accessories or equipment other than factory installed equipment. We will pay the actual cash value of the equipment up to \$5,000 in total.

“Electronic accessories and equipment” include, but is not limited to, radios, tape players/decks, stereo players/decks, compact disc players, speakers, telephones, two-way radios including CB radios, ham radios and VHF radios, televisions, facsimile machines, electronic navigation assistance, positioning and location finding devices, computers, and items of a similar nature.

“Factory installed equipment” means electronic accessories and equipment which was included in the original new purchase price of the vehicle.

Section 5: Prescribed Conditions and Other Statutory Conditions

Note: *The Insurance (Vehicle) Act* requires that these conditions be printed as part of this automobile policy in British Columbia. For convenience, most of the terms and conditions have been included in each section of the policy where they apply. If there is a discrepancy between Section 5 and any other section in the policy, then the terms and conditions set out in Section 5 shall prevail.

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 the limit of 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.
[en. B.C. Reg. 166/2006, Sch. s. 93.]

Changes during term of contract

- 2 (1) In this section, "**the 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 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.
[en. B.C. Reg. 166/2006, Sch. s. 93; am. B.C. Reg. 46/2007, Sch. 1, s. 13.]

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), 30.072 (1) (a) or (b), 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.
 - (7.1) An insured must not operate a vehicle, in circumstances in which third party liability insurance coverage provided by a blanket certificate is extended under this contract, if the insured does, omits to do, participates in, assents to or acquiesces in anything that results in (a) a breach of the extended coverage provided under this contract, (b) the invalidity of a claim under the extended coverage provided under this contract, or (c) the forfeiture of a right under the extended coverage provided under this contract.
 - (7.2) An insured named in an owner's certificate issued in respect of a vehicle must not permit the vehicle to be operated, in circumstances in which third party liability insurance coverage provided by a blanket certificate is extended under this contract, if the insured does, omits to do, participates in, assents to or acquiesces in anything that results in a breach, the invalidity of a claim or the forfeiture of a right referred to in subsection (7.1).
- (8) It is a breach of this condition if the injury, death, loss or damage in respect of which a claim is made by an insured is caused by or results from an intentional act of violence committed by the insured, while sane, by means of a vehicle.
- (9) It is a breach of this condition if
 - (a) 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,
 - (b) an insured is convicted of
 - (i) a motor vehicle related *Criminal Code* offence,
 - (ii) an offence under section 95 or 102 of the *Motor Vehicle Act*, or

- (iii) an offence under a provision of the law of another jurisdiction in Canada or the United States of America that is similar to a provision referred to in subparagraph (i) or (ii),
- (c) an insured is convicted of an offence committed
 - (i) before December 18, 2018 under section 253 (1) (b) of the *Criminal Code*,
 - (ii) under section 224 of the *Motor Vehicle Act*, or
 - (iii) 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),
 and the accident in respect of which the insured's claim is made occurred during the insured's commission of the offence and while the insured was operating a vehicle, or
- (d) an insured is convicted of an offence committed
 - (i) before December 18, 2018 under section 254 (5) of the *Criminal Code*,
 - (ii) on or after December 18, 2018 under any of the following provisions of the *Criminal Code*:
 - (A) section 320.14 (1) (b);
 - (B) section 320.14 (2), as that section relates to an offence committed under section 320.14 (1) (b);
 - (C) section 320.14 (3), as that section relates to an offence committed under section 320.14 (1) (b);
 - (D) section 320.15 (1);
 - (E) section 320.15 (2), as that section relates to an offence committed under section 320.15 (1);
 - (F) section 320.15 (3), as that section relates to an offence committed under section 320.15 (1),
 - (iii) under section 226 of the *Motor Vehicle Act*, or
 - (iv) 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), (ii) or (iii),
 and the accident in respect of which the insured's claim is made occurred within the 2 hours preceding the insured's commission of the offence and while the insured was operating a vehicle.

(10) In subcondition (9):

"convicted" includes being

- (a) convicted under the *Youth Criminal Justice Act (Canada)* for contravening
 - (i) a provision referred to in the definition of "motor vehicle related *Criminal Code* offence",
 - (ii) in the case of a contravention occurring before December 18, 2018, under a provision referred to in subcondition (9) (c) (i) or (d) (i), or
 - (iii) in the case of a contravention occurring on or after December 18, 2018, under a provision referred to in subcondition (9) (d) (ii), and
- (b) convicted or the subject of a similar result in a jurisdiction of the United States of America under a law similar to the *Youth Criminal Justice Act (Canada)* for contravening a provision of a law of that jurisdiction referred to in subcondition (9) (b) (iii), (c) (iii) or (d) (iv);

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

- (a) an offence under section 220 or 221 of the *Criminal Code*;
- (b) an offence committed before December 18, 2018 under any of the following provisions of the *Criminal Code*:
 - (i) section 249;

- (ii) section 252;
 - (iii) section 253 (1) (a);
 - (iv) section 255 (2);
 - (v) section 255 (3);
 - (vi) section 259 (4);
 - (c) an offence committed on or after December 18, 2018 under any of the following provisions of the *Criminal Code*:
 - (i) section 320.13 (1);
 - (ii) section 320.13 (2);
 - (iii) section 320.13 (3);
 - (iv) section 320.14 (1) (a);
 - (v) section 320.14 (2), as that section relates to an offence committed under section 320.14 (1) (a);
 - (vi) section 320.14 (3), as that section relates to an offence committed under section 320.14 (1) (a);
 - (vii) section 320.16 (1);
 - (viii) section 320.16 (2);
 - (ix) section 320.16 (3);
 - (x) section 320.18.
- [en. B.C. Reg. 166/2006, Sch. s. 93; am. B.C. Regs. 3/2010, s. (b); 253/2018, s. 2.]

Requirements if loss or damage to persons or property

- 4 If this contract provides third party liability insurance coverage, the insured must
- (a) promptly give the insurer written notice, with all available particulars, of
 - (i) any accident involving death, injury, damage or loss in which the insured or a vehicle owned or operated by the insured has been involved,
 - (ii) any claim made in respect of the accident, and
 - (iii) any other insurance held by the insured providing coverage for the accident,
 - (b) on receipt of a claim, legal document or correspondence relating to a claim, immediately send the insurer a copy of the claim, document or correspondence,
 - (c) cooperate with the insurer in the investigation, settlement or defence of a claim or action,
 - (d) except at the insured's own cost, assume no liability and settle no claim, and
 - (e) allow the insurer to inspect an insured vehicle or its equipment or both at any reasonable time.
- [en. B.C. Reg. 166/2006, Sch. s. 93.]

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, or
 - (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.

[en. B.C. Reg. 166/2006, Sch. s. 93.]

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.
[en. B.C. Reg. 166/2006, Sch. s. 93.]

Inspection of vehicle

- 7 The insured must permit the insurer at all reasonable times to inspect the vehicle and its equipment.
[en. B.C. Reg. 166/2006, Sch. s. 93.]

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.
[en. B.C. Reg. 166/2006, Sch. s. 93.]

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.
[en. B.C. Reg. 166/2006, Sch. s. 93.]

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.
[en. B.C. Reg. 166/2006, Sch. s. 93.]

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.
[en. B.C. Reg. 166/2006, Sch. s. 93.]

Section 6: Endorsements

Accident Forgiveness Protection

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

Accident forgiveness protection is a policy feature that protects your driving record and your insurance rates.

What We Will Pay: If the principal or an occasional operator is involved in an at-fault accident during the policy period, your premiums will not increase due to the at-fault accident.

Limitations on Your Coverage:

- This only applies to the first at-fault accident during the policy period for all drivers.
- The principal operator must have 10-years accident free driving experience, and occasional operators 5-years, for the endorsement to be in effect.

All other terms and conditions of your policy remain the same.

Carry Passengers for Compensation

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

Permission is given for the vehicle to be used to carry passengers for compensation such as rideshare or hire in the business of or for the use described on the Declaration of Insurance when commercial insurance is in effect when the vehicle is transporting passengers for compensation.

Limitations on Your Coverage:

- There is no coverage for you or other insured persons, if you do not at all times have and maintain a valid Owner's Certificate respecting the described vehicle(s) and the use of the vehicle.
- Coverage only applies when the vehicle is not available to carry passengers for compensation or available to accept passengers for compensation, but not carrying passengers.
- This coverage does not apply while the vehicle is carrying passengers for compensation.

All other terms and conditions of your policy remain the same.

Concierge Service

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

If you are in an accident and your described vehicle is immobilized as a result of loss or damage insured under your policy, we will:

- arrange to send an urgent message to the specified persons, as requested by you, through available means of communication,
- facilitate arrangement for a taxi to a location near the place of accident, and
- facilitate arrangement for hotel accommodation in a location near the place of the accident.

All other terms and conditions of your policy remain the same.

Emergency Road Service

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

What We Will Pay: We will reimburse you upon presentation of receipts and acceptable evidence of loss, for towing and emergency service expense caused by disablement of the described vehicle. It

is understood that the amount of insurance does not exceed the sum of \$120.00 in any one policy term.

Limitations on Your Coverage: The following conditions apply:

- does not include the cost of parts or supplies, gasoline, oil, batteries or tires, and
- the coverage provided does not apply in respect of a temporary substitute vehicle.

All other terms and conditions of your policy remain the same.

Excess Underinsurance Protection

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

What We Will Pay:

1. We will extend the limit of the ICBC Underinsured Motorist Protection (UMP) provided under Division 2 of Part 10 of the Insurance (Vehicle) Regulation to the limit specified on your Declaration of Insurance except that no extended coverage is provided with respect to the following persons:
 - (a) a person named as owner, renter or lessee in the ICBC Owner's Certificate when the person is an occupant of a motor vehicle not described in the ICBC Owner's Certificate that is solely or jointly owned, rented or leased by the person or by a member of the person's household,
 - (b) a household member of a person named as owner, renter or lessee in the ICBC Owner's Certificate when the household member is an occupant of a motor vehicle not described in the ICBC Owner's Certificate that is solely or jointly owned, rented or leased by the owner, renter or lessee or a member of the owner's, renter's or lessee's household,
 - (c) an assigned corporate driver and household members of the assigned corporate driver except when an occupant of the vehicle described in the ICBC Owner's Certificate, and
 - (d) a person named as lessor in the ICBC Owner's Certificate or a household member of the person except when an occupant of the leased vehicle described in the ICBC Owner's Certificate, and
2. If any person is entitled to underinsured motorist protection coverage from ICBC or another insurer with respect to an accident under another certificate or a policy, we will pay Excess Underinsurance Protection compensation under this policy to or in respect of the person, to the limit specified on your Declaration of Insurance, but only to the extent that limit exceeds the sum of the limits of coverage under the other certificates and policies.

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

- (a) No Excess Underinsurance Protection compensation is payable under this policy to or in respect of a person unless and until the person has complied with the terms and conditions of Division 2 of Part 10 of the Insurance (Vehicle) Regulation, and ICBC has paid the Underinsured Insurance Protection coverage, or is required to pay, the basic Underinsured Insurance Protection limit to or in respect of the person pursuant to Division 2 of Part 10 of the Insurance (Vehicle) Regulation.
- (b) When Excess Underinsurance Protection compensation is payable under this policy in respect of a person who is deceased, the personal representative of the deceased and a person who, in the jurisdiction in which an accident occurred, is entitled to maintain an action against an underinsured motorist for damages because of the death of the deceased each has the same right, if any, to Excess Underinsurance Protection compensation payable under this policy as they do to ICBC Underinsured Motorist Protection compensation payable in respect of the deceased under Division 2 of Part 10 of the Insurance (Vehicle) Regulation.

- (c) All other insurance, except that under Division 2 of Part 10 of the Insurance (Vehicle) Regulation, providing underinsured motorist protection coverage for the same accident for which this policy provides coverage shall be primary to the coverage provided under this policy, whether such coverage is stated to be primary, contingent or excess.

All other terms and conditions of your policy remain the same.

Extended Sound Equipment

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

This Endorsement covers permanently attached sound equipment that was not supplied by the original equipment manufacturer and is installed in the described vehicle.

What We Will Pay: We will pay the actual cash value of the sound equipment for loss or damage caused by an insured peril to the limit specified on your Declaration of Insurance.

Limitations on Your Coverage: All claims under this extension are subject to the applicable deductible. Radar detectors are not covered.

All other terms and conditions of your policy remain the same.

Gap Protection

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

Gap insurance provides you with financial protection if your vehicle is written off after an insured accident or theft. The actual cash value may not cover the cost to pay off your car loan, creating a gap. Gap protection ensures you don't pay for this gap out of pocket.

What We Will Pay: In the event of a total loss of the described vehicle as a result of loss or damage caused by an insured peril, we will pay the difference between the actual cash value and the described vehicle's outstanding financed amount at the time it was damaged or stolen.

All other terms and conditions of your policy remain the same.

Limited Waiver of Depreciation

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

This endorsement removes our right to deduct depreciation from the value of your vehicle when settling a claim for loss or damage.

What We Will Pay: We will remove our right under section 4.9 of your policy, "What We Will Pay" to deduct depreciation from the value of your vehicle for loss or damage caused by a peril for which you are insured under section 4 "Loss or Damage Coverages". This coverage is subject to the deductible shown on your Declaration of Insurance.

The most we will pay is the lowest of the following amounts:

- The actual purchase price of the vehicle and its equipment,
- The manufacturer's suggested list price of the vehicle and its equipment on the original date of purchase, or
- The cost of replacing the vehicle with a new vehicle of the same make and model, similarly equipped.

These amounts include all applicable taxes.

Limitations on Your Coverage: The loss or damage must occur before the expiry date of the policy.

What is Not Covered: This change does not apply to:

- Tires, Batteries, or
- Betterment of the automobile resulting from repairing or replacing parts for prior unrepaired damage.

All other terms and conditions of your policy remain the same.

Lock Re-Keying or Re-Coding

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

What we will pay: If the described vehicle keys or transmitter are stolen and reported to the police and a police case number has been issued, we will pay for their replacement, and the re-keying or re-coding of the locks.

Limitations on Your Coverage: This coverage is subject to your Comprehensive deductible and payment is limited to a maximum of \$1500 per policy term.

All other terms and conditions of your policy remain the same.

Loss of Use

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

This Endorsement provides coverage for other means of transportation made necessary because of insured loss or damage to the described vehicle.

What We Will Pay: If the described vehicle is rendered inoperable by loss or damage that is insured under section 4, we will pay for the reasonable expenses incurred by you for renting a similar substitute vehicle, subject to the limits per occurrence stated in your Declaration of Insurance. This includes the reasonable expenses of taxicabs or public transportation.

Limitations on Your Coverage: This coverage ends on the date that the vehicle is repaired or replaced, or the date we offer you a payment to settle the claim under the Collision or Upset, or Comprehensive Coverage, whichever is the earliest.

All other terms and conditions of your policy remain the same.

Mortgage or Lien

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

Purpose of This Endorsement: It protects the lienholder's interest in your automobile if you have a claim for a loss covered under Section 4 "Loss or Damage Coverages.". This change applies to the vehicle(s) described on the Declaration of Insurance and for which a lienholder is named.

Joint Payment: If we are settling a claim with you and your vehicle is not repaired or the lost or damaged parts are not replaced, we will jointly pay you and the lienholder for any loss covered under Section 4 of your policy, "Loss or Damage Coverages."

All other terms and conditions of your policy remain the same.

Permission to Lease

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

Where the Application for Insurance has been completed by the lessee as applicant, permission is given to the lessor for the vehicle to be rented or leased to the lessee.

We agree to indemnify, in the same manner and to the same extent as if named as the insured, the lessee and every other person who with the lessee's consent personally drives the vehicle. The amount

of insurance provided by the policy including this endorsement shall not exceed the limit and amounts specified in the Declaration of Insurance.

All other terms and conditions of your policy remain the same.

Personal Articles Coverage

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

What We Will Pay: Coverage provided under section 4 is extended to include personal property that sustains loss or damage while it is within the vehicle. In the event of loss or damage to personal property that is insured by this coverage, we will reimburse you for the cost of repairing or replacing the lost or damaged items, up to a maximum of \$500 per occurrence.

Definition: Personal property

Tangible property solely for personal use that you own or that is in your care and control, or that is owned by or is in the care and control of anyone using the vehicle with your permission.

Limitations on Your Coverage: This coverage is subject to the applicable coverage deductible. However, no additional deductible applies to this coverage, where a claim is made in conjunction with the claim under section 4 for loss or damage to the vehicle arising from the same occurrence.

Reimbursement is subject to producing receipts for the replacement items purchased or the cost of repairs and additional information and documentation as we may require.

No coverage is provided by this coverage for loss or damage caused by mysterious disappearance.

All other terms and conditions of your policy remain the same.

Recreational Motorhome Coverage

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

This endorsement is attached to the policy for which indemnity is provided under this contract. We agree to provide you with the insurance that is summarized on your Declaration of Insurance for the recreational motorhome, and for which you have agreed to pay a premium. You only have a particular coverage for a specific vehicle if your Declaration of Insurance shows a premium for it.

This policy wording is part of a contract between you and us. The contract includes three documents:

- a completed and signed Application of Insurance, and
- a completed Declaration of Insurance, and
- this policy wording.

All other terms and conditions of your policy remain the same.

Motorhome Replacement Cost

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

In the event of loss or damage to the described vehicle that is insured under section 4 we agree to pay for the loss or damage on the basis set out below.

What we will pay: In the event of partial loss or damage to the described motorhome, we will cover the cost of repairing the described vehicle using original equipment manufacturer parts and we will not require you to contribute any amount for depreciation or betterment relating to any parts that are replaced. If original equipment manufacturer parts are not available, we will cover the cost of repairing the described motorhome using new parts of like kind or quality to those used or recommended by the manufacturer.

If the described vehicle is stolen and is not recovered or if it is damaged to the extent that it is a Replacement Cost Total Loss as defined below, we will replace the described motorhome with a new, current model year vehicle of the same make and model and with similar specifications and equipment and we will waive your deductible.

Should a replacement motorhome not be available within 30 days of the total loss, we will pay you the lesser of the original net purchase price of the described vehicle or if leased, the stated price in the lease agreement of the motorhome on which the lease is based, or the manufacturer's list price at the date of purchase of the described vehicle plus an inflation factor of 2.5% per year, and any applicable tax.

Definition: Replacement Cost Total Loss

When the described motorhome is stolen and not recovered, or the cost of damage exceeds the following percentage of the vehicle's actual cash value based on the vehicle's model year at the time of the loss:

Vehicle Model Year	Percentage of Vehicle's Actual Cash Value
Year 1	80%
Year 2	80%
Year 3	80%

Limitations on Your Coverage: No coverage is provided by this Optional coverage:

- for betterment resulting from repair or replacement with respect to prior un-repaired loss or damage to the described vehicle,
- for accelerated depreciation of the value of the described vehicle as a result of the repair of any damage, or
- for any claim for loss of use of the described motorhome.

No coverage is provided to replace the described motorhome or pay you out for the loss, unless you produce the bill of sale for the described motorhome and its equipment or the lease agreement if the described vehicle is a leased vehicle.

All other terms and conditions of your policy remain the same.

Recreational Travel Trailer Coverage

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

This endorsement is attached to the policy for which indemnity is provided under this contract. We agree to provide you with the insurance that is summarized on your Declaration of Insurance for the recreational travel trailer, and for which you have agreed to pay a premium. You only have a particular coverage for a specific vehicle if your Declaration of Insurance shows a premium for it.

This policy wording is part of a contract between you and us. The contract includes three documents:

- a completed and signed Application of Insurance, and
- a completed Declaration of Insurance, and
- this policy wording.

All other terms and conditions of your policy remain the same.

Replacement Cost Platinum

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

In the event of loss or damage to the described vehicle that is insured under section 4 we agree to pay for the loss or damage on the basis set out below.

What we will pay: In the event of partial loss or damage to the described vehicle, we will cover the cost of repairing the described vehicle using original equipment manufacturer parts and we will not require you to contribute any amount for depreciation or betterment relating to any parts that are replaced. If original equipment manufacturer parts are not available, we will cover the cost of repairing the described vehicle using new parts of like kind or quality to those used or recommended by the manufacturer.

If the described vehicle is stolen and is not recovered or if it is damaged to the extent that it is a Replacement Cost Total Loss as defined below, we will replace the described vehicle with a new, current model year vehicle of the same make and model and with similar specifications and equipment and we will waive your deductible.

Should a replacement motor vehicle not be available within 30 days of the total loss, we will pay you the lesser of the original net purchase price of the described vehicle or if leased, the stated price in the lease agreement of the vehicle on which the lease is based, or the manufacturer's list price at the date of purchase of the described vehicle plus an inflation factor of 2.5% per year, and any applicable tax.

Definition: Replacement Cost Total Loss

When the described vehicle is stolen and not recovered, or the cost of damage exceeds the following percentage of the vehicle's actual cash value based on the vehicle's model year at the time of the loss:

Vehicle Model Year	Percentage of Vehicle's Actual Cash Value
Year 1	50%
Year 2	50%
Year 3	50%
Year 4	90%
Year 5	90%

Limitations on Your Coverage: No coverage is provided by this Optional coverage:

- for betterment resulting from repair or replacement with respect to prior un-repaired loss or damage to the described vehicle,
- for accelerated depreciation of the value of the described vehicle as a result of the repair of any damage, or
- for any claim for loss of use of the described vehicle.

No coverage is provided to replace the described vehicle or pay you out for the loss, unless you produce the bill of sale for the described vehicle and its equipment or the lease agreement if the described vehicle is a leased vehicle.

All other terms and conditions of your policy remain the same.

Rental Vehicle Coverage

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

This Endorsement provides coverage when you rent a motor vehicle for use in Canada or the United States of America. It will allow you to rent a motor vehicle when you are on a vacation or a business trip without having to buy additional insurance from the rental company. It includes not only Excess

Liability coverage but also covers your liability to the rental company for damage to the rented vehicle as well as certain loss of use expenses.

Definition: Rental Automobile

Is a legally licensed motor vehicle owned by a rental company and rented to you under a Rental Agreement for pleasure or business purposes for less than 31 days.

Rental Agreement

Is a legally enforceable written contract for the short-term rental of a Rental Automobile.

What We Cover:

Excess Liability Coverage for Rental Automobile

The Excess Liability Coverage available under Section 3 of the policy is hereby extended, with such changes as the context requires, to you and any Permitted Driver with respect to any Rental Automobile except:

- the coverage applies only as excess to:
 - the valid, enforceable liability coverage from ICBC under the Owner's Certificate respecting the described vehicle; and
 - any other valid and collectible liability coverage available to you, your spouse or the permitted driver; and
 - the coverage does not apply to any liability for loss or damage to the Rental Automobile.

Damage to Rented Vehicle

Subject to the limits below, we will indemnify you, your spouse, and any permitted driver against liability, under the Rental Agreement or otherwise, for loss or damage to the Rental Automobile of the type covered in the Collision or Upset, or Comprehensive Coverage of this policy.

How Much We Pay

The amount payable by us under this coverage is limited to the amounts that would be payable if the Rental Automobile had been owned by you and insured under the Collision or Upset, or Comprehensive Coverage of this Policy, subject to a Collision or Upset, deductible of \$300 and a Comprehensive deductible of \$300.

Where a claim is made under this coverage we have the right, but not the duty, to adjust the claim with and remit any amounts payable directly to the owner of the Rental Automobile on behalf of you, your spouse, and the Permitted Driver.

Loss of Use of the Rental Automobile

If the Rental Automobile is stolen or rendered inoperable by loss or damage of the type covered in the Collision or Upset, or Comprehensive Coverage of this Policy, we will pay all resulting reasonable expenses incurred by you for the rental of a similar substitute motor vehicle (not owned by you) or for taxi cabs or public transportation, up to \$50 per day and an aggregate maximum of \$500 per occurrence.

All other terms and conditions of your policy remain the same.

Storage

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

It cancels coverage for the use or operation of the described vehicle until coverage is reinstated.

What you agree to: In return for the refund, you agree that the described vehicle will continuously be taken out of use and not operated and stored on private property in British Columbia as of the effective date of this change.

You agree that the following coverages will be cancelled for the use or operation of the described vehicle, a newly acquired vehicle, and a temporary substitute vehicle:

- Excess Liability Coverage
- Collision

Your policy wording is amended:

1.6.2 Illegal and Prohibit Use condition “you do not at all times have and maintain a valid Owner’s Certificate respecting the described vehicles(s)” is deleted.

All other terms and conditions of your policy remain the same.

Theft and Fire Deductible Waiver

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

The Comprehensive deductible will be waived if there is a loss caused by fire, total theft or an attempted theft of the described vehicle.

What We Will Pay: If your described vehicle sustains loss or damage caused by fire, total theft or an attempted theft of the described vehicle, the Comprehensive deductible set out in the Declaration of Insurance is waived.

Limitations on Your Coverage: The following conditions apply:

- the waiver provided does not apply in respect of a temporary substitute vehicle,
- if loss or damage is a result of attempted theft there must be obvious signs of the attempted theft of the described vehicle,
- if your vehicle is stolen or theft has been attempted, notify the police and obtain a police case number as soon as you are made aware of the incident.

All other terms and conditions of your policy remain the same.

Valued Vehicle

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

In consideration of the premium as stated in the Declaration of Insurance to which this endorsement is attached, but only in respect to the section 4 “Loss or Damage Coverage” of the policy for which indemnity is provided, in the event of loss the insurer agrees that the described vehicle is valued at and insured for the amount shown on the Declaration of Insurance to which this endorsement is attached, subject to the deductible amount specified in the Declaration of Insurance.

Where the loss involving the described vehicle specified in paragraph 1 is a partial loss only, our liability is limited to the cost of repair, but such cost shall not exceed the limit specified in paragraph 1 with respect to the described vehicle.

All other terms and conditions of your policy remain the same.

Windshield Glass Exclusion

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

This endorsement limits your coverage under the Comprehensive coverage option for loss or damage to the windshield or windows of the described vehicle. This entitles you to a reduced premium as shown on your Declaration of Insurance.

What We do not Cover: If you have purchased the option of Comprehensive Coverage for the described vehicle, that coverage is hereby amended to exclude all loss or damage to the windshield or windows of the described vehicle except as provided below.

What We Will Pay: We will pay for loss or damage to the windshield or windows of the described vehicle caused by:

- fire or lightning,
- theft or attempted theft,
- windstorm or hail, or
- explosion.

We will also pay for loss or damage to all windows of the described vehicle, except the front window or windshield, caused by vandalism.

Limitations on Your Coverage: All claims under this coverage are subject to the applicable deductible.

All other terms and conditions of your policy remain the same.

Section 7: Packages

Stratford Motorhome Protection Plan

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

This endorsement provides the following additional coverage for your motorhome resulting from an accident or loss occurring in Canada or the United States of America or on a vessel travelling between ports in those countries:

1. Contents of your motorhome up to a maximum of \$5000,
2. Emergency Roadside Service reimbursement up to \$120, and
3. Loss of Use up to \$1000

Definition: Contents of your Motorhome

Is personal property contained in but not attached to the motorhome described in your Declaration of Insurance.

Replacement Cost

Is the cost, at the time of the loss or damage, to replace with like kind and quality, without deduction for depreciation

Contents of your Motorhome

What we will pay: Subject to the limits, terms and conditions of the policy, including those set out in Section 4 “Loss or Damage Coverage” of the policy, we provide replacement cost coverage for Collision and Comprehensive coverages for loss or damage to the Contents of your Motorhome up to \$5,000.

Limitations on your coverage: Does not include property illegally acquired, watercraft and its furnishings, motorized vehicles, money or securities, jewellery, collections, property pertaining to a business.

Emergency Roadside Service

What we will pay: We will reimburse you upon presentation of receipts and acceptable evidence of loss, for towing and emergency service expense caused by disablement of the described vehicle. It is understood that the amount of insurance does not exceed the sum of \$120.00 in any one policy term.

Limitations on your coverage: Does not include the cost of parts or supplies, gasoline, oil, batteries or tires. The coverage provided does not apply in respect of a temporary substitute vehicle.

Loss of Use

What we will pay: If the described motorhome is rendered inoperable by loss or damage that is insured under section 4, we will pay for the reasonable expenses incurred by you for renting a similar substitute vehicle, to a maximum of \$1000 per occurrence.

Limitations on your coverage: This coverage ends on the date that the vehicle is repaired or replaced, or the date we offer you a payment to settle the claim under the Collision or Upset, or Comprehensive Coverage, whichever is the earliest.

All other terms and conditions of your policy remain the same.

Stratford Travel Trailer Protection Plan

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

This endorsement provides the following additional coverage for your recreational travel trailer resulting from an accident or loss occurring in Canada or the United States of America or on a vessel travelling between ports in those countries:

1. Contents of your travel trailer up to a maximum of \$5000, and
2. Emergency Roadside Service reimbursement up to \$120.

Definition: Contents of your Travel Trailer

Is personal property contained in but not attached to the recreational travel trailer described in your Declaration of Insurance.

Replacement Cost

Is the cost, at the time of the loss or damage, to replace with like kind and quality, without deduction for depreciation

Contents of your Travel Trailer

What we will pay: Subject to the limits, terms and conditions of the policy, including those set out in Section 4 “Loss or Damage Coverage” of the policy, we provide replacement cost coverage for Collision and Comprehensive coverages for loss or damage to the Contents of your travel trailer up to \$5,000.

Limitations on your coverage: Does not include property illegally acquired, watercraft and its furnishings, motorized vehicles, money or securities, jewellery, collections, property pertaining to a business.

Emergency Roadside Service

What we will pay: We will reimburse you upon presentation of receipts and acceptable evidence of loss, for towing and emergency service expense caused by disablement of the described vehicle. It is understood that the amount of insurance does not exceed the sum of \$120.00 in any one policy term.

Limitations on your coverage: Does not include the cost of parts or supplies, gasoline, oil, batteries or tires. The coverage provided does not apply in respect of a temporary substitute vehicle.

All other terms and conditions of your policy remain the same.

Stratford Assist Coverage

You have a particular coverage for a specific vehicle only if your Declaration of Insurance shows a premium for it or shows the coverage is provided at no cost.

This endorsement package provides coverage for Loss of Use, Rental Vehicle, Travel Protection, Emergency Family Transportation, Destination Support, Emergency Roadside Protection, and Theft and Fire Deductible Waiver.

Summary:

Coverage	Limits
Loss of Use	To a maximum of \$750 per occurrence
Rental Vehicle	Excess Liability Coverage Collision Coverage, deductible \$300 Comprehensive Coverage, deductible \$300 Loss of Use, up to \$50 per day and \$500 per occurrence
Travel Protection	Additional Living Expense, maximum \$1000 per occurrence Replacement Vehicle Expense, maximum \$500 per occurrence Towing Expense, maximum \$100 per occurrence Travel Expense to Return Home, maximum \$3000 per occurrence Expense to Return Described Vehicle Home, maximum \$750 per occurrence Reimbursement of Collision Deductible
Emergency Roadside Protection	To a maximum of \$120 per policy term
Lock Re-keying and Re-coding	To a maximum of \$1500 per policy term
Emergency Family Transportation	Emergency Family Travel Expense in Canada or United States, to a maximum of \$5000 Emergency Additional Living Expense, to a maximum of \$500
Destination Support	Reimbursement of expense incurred to continue the journey, within 12 hours of loss or damage to the described vehicle, as a result of collision, theft or vandalism insured under the policy to the maximum of \$100
Theft and Fire Deductible Waiver	Waive Comprehensive deductible for loss caused by fire, total theft or attempted theft of described vehicle

Loss of Use

What We Will Pay: If the described vehicle is rendered inoperable by loss or damage that is insured under section 4, we will pay for the reasonable expenses incurred by you for renting a similar substitute vehicle, subject to the limit of \$750 per occurrence. This includes the reasonable expenses of taxicabs or public transportation.

Limitations on Your Coverage: This coverage ends on the date that the vehicle is repaired or replaced, or the date we offer you a payment to settle the claim under the Collision or Upset, or Comprehensive Coverage, whichever is the earliest.

Rental Vehicle

Excess Liability Coverage for Rental Automobile

The Excess Liability Coverage available under Section 3 of the policy is hereby extended, with such changes as the context requires, to you and any Permitted Driver with respect to any Rental Automobile except:

- the coverage applies only as excess to:
 - the valid, enforceable liability coverage from ICBC under the Owner's Certificate respecting the described vehicle; and
 - any other valid and collectible liability coverage available to you, your spouse or the permitted driver; and
 - the coverage does not apply to any liability for loss or damage to the Rental Automobile.

Damage to Rented Vehicle

What We Cover: Subject to the limits below, we will indemnify you, your spouse, and any permitted driver against liability, under the Rental Agreement or otherwise, for loss or damage to the Rental Automobile of the type covered in the Collision or Upset, or Comprehensive Coverage of this policy.

How Much We Pay: The amount payable by us under this coverage is limited to the amounts that would be payable if the Rental Automobile had been owned by you and insured under the Collision or Upset, or Comprehensive Coverage of this Policy, subject to a Collision or Upset, deductible of \$300 and a Comprehensive deductible of \$300.

Where a claim is made under this coverage we have the right, but not the duty, to adjust the claim with and remit any amounts payable directly to the owner of the Rental Automobile on behalf of you, your spouse, and the Permitted Driver.

Loss of Use of the Rental Automobile

If the Rental Automobile is stolen or rendered inoperable by loss or damage of the type covered in the Collision or Upset, or Comprehensive Coverage of this Policy, we will pay all resulting reasonable expenses incurred by you for the rental of a similar substitute motor vehicle (not owned by you) or for taxi cabs or public transportation, up to \$50 per day and an aggregate maximum of \$500 per occurrence.

Travel Protection

What We Will Pay: If during a trip away from home with the described vehicle, it is stolen or rendered inoperable by loss or damage of the type covered in the Collision or Upset, or Comprehensive coverages purchased by you, we will reimburse you for any of the following reasonable expenses that arise directly from the insured loss or damage:

1. Additional living expenses up to \$1,000 per occurrence,
2. Replacement vehicle up to \$500 per occurrence,
3. Towing up to \$100 per occurrence,
4. Travel expense for you to return home up to \$3,000 per occurrence,
5. Expense to return the described vehicle home up to \$750 per occurrence,
6. Collision deductible We will reimburse your Collision deductible if you or any other insured person are legally responsible for the damage to the described vehicle.

Limitations on Your Coverage: We will only pay if you present us with receipted bills for the expenses claimed and if the expenses listed above which are for loss or damage to the described vehicle exceed any applicable deductible amount shown on your Declaration of Insurance.

If the described vehicle is stolen, we will only pay for those costs incurred after the theft has been reported to us.

This coverage ends on the earliest of the following dates:

- the date the described vehicle is repaired or replaced,
- the date we offer you a payment to settle the claim under the Collision or Comprehensive Coverage, or
- the date you return to your home.

All other terms and conditions of your policy remain the same.

Emergency Roadside Protection

What We Will Pay: We will reimburse you upon presentation of receipts and acceptable evidence of loss, for towing and emergency service expense caused by disablement of the described vehicle. It is understood that the amount of insurance does not exceed the sum of \$120.00 in any one policy term.

Limitations on Your Coverage: The following conditions apply:

- does not include the cost of parts or supplies, gasoline, oil, batteries or tires, and
- the coverage provided does not apply in respect of a temporary substitute vehicle.

Lock Re-Keying and Re-Coding

What we will pay: If the described vehicle keys or transmitter are stolen, we will pay for their replacement, and the re-keying or re-coding of the locks.

Limitations on Your Coverage: This coverage is subject to your Comprehensive deductible and payment is limited to a maximum of \$1500 per policy term.

Emergency Family Transportation

What we will pay:

1. Reasonable and necessary emergency 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 arising from a motor vehicle accident, including expenses to return home, to a maximum total of \$5000,
2. Reasonable and necessary emergency additional living expenses incurred for lodging, meals, telephone calls or transportation that are incurred in conjunction with the emergency travel expenses described in paragraph 1, to a maximum total of \$500

Definition: Family member

Means a person who is a member of the insured's household or a member of the insured's immediate family including a spouse, parent, natural or adopted child, stepchild, legal guardian, step-parent, grandparent, grandchild, in-law, brother, sister, step-brother, step-sister, aunt, uncle, niece or nephew of the insured.

Limitation on Your Coverage: We not liable to reimburse family members on an insured's behalf under this section if the insured, at the time of the accident, is 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.

Destination Support

What we will pay: We will reimburse the insured for reasonable and necessary costs incurred, for the commencement or completion of a journey, by the insured within 12 hours of a collision loss or discovery of the theft or vandalism loss, where the vehicle is unavailable or inoperable due to an insured loss

Limitation on Your Coverage: Reimbursement of the costs is limited to a maximum of \$100. The reimbursement cost does not cover the expense to rent a substitute vehicle.

Theft and Fire Deductible Waiver

The Comprehensive deductible will be waived if there is a loss caused by fire, total theft or an attempted theft of the described vehicle.

What We Will Pay: If your described vehicle sustains loss or damage caused by fire, total theft or an attempted theft of the described vehicle, the Comprehensive deductible set out in the Declaration of Insurance is waived.

Limitations on Your Coverage: The following conditions apply:

the waiver provided does not apply in respect of a temporary substitute vehicle,

if loss or damage is a result of attempted theft there must be obvious signs of the attempted theft of the described vehicle,

if your vehicle is stolen or theft has been attempted, notify the police and obtain a police case number as soon as you are made aware of the incident

All other terms and conditions of your policy remain the same.