



## Optional Vehicle Insurance Policy

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## About your policy

*This is your Optional vehicle insurance policy. Please read it carefully so you know your rights and obligations and the rights and obligations of your insurance company.*

Four Points Insurance Company Ltd. is the insurer and may be expressed in this policy as “we”, “our” and “us”.

Stratford Underwriting Agency Inc. is the managing general agent that has been engaged by the insurer to sell, issue and administer this policy and for which receives commission income. Stratford acts, in all cases, on the insurer's behalf. Notice to Stratford is deemed notice to the insurer. Stratford Underwriting Agency Inc. may be expressed as “Stratford” in this policy.

*Your broker* is Stratford's intermediary who will 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.

## 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 change principal driver or start allowing an occasional operator with less than ten years experience to drive, 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

**SECTION 1: Introduction** contains information that applies to the entire policy and all coverages and irrespective of coverage choices.

**SECTION 2: 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 3: 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 4: Prescribed Conditions** lists the conditions required by the *Insurance (Vehicle) Act* for all Optional vehicle insurance policies in British Columbia. If there is a discrepancy between the Prescribed Conditions and the wording elsewhere in this policy, the Prescribed Conditions in Section 4 prevail.

**SECTION 5: Endorsements that Extend Coverage** lists the additional coverages that may be set to tailor your policy to your specific needs.

**SECTION 6: Endorsements that Exclude Coverage** lists the additional exclusions that may be set to tailor your policy to your specific needs.

**SECTION 7: Endorsements** lists the additional circumstances that may apply to your policy.

**SECTION 8: Packages** lists the bundles of endorsements that may be conveniently purchased together.

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# Section 1: Introduction

## 1.1 What insurance is required by law?

Basic 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) and may be expressed in this policy as an “Owner’s Certificate”. You have decided to buy this Optional insurance policy for additional insurance to protect yourself against certain risks not covered by mandatory ICBC Basic insurance.

## 1.2 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.

## 1.3 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.

## 1.4 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.

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

### 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

Your **spouse** means a person who:

- is married to you and who lives with you, or
- is living with you in a marriage-like relationship,
  - continuously for a period of not less than one year, or
  - in a relationship of some permanence with you, if you both are the natural or adoptive parents of a child.

### Vehicle

In this policy, there is a difference between a described vehicle and the vehicle.

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

Vehicle Type	Definition
<b>Described vehicle</b>	A described vehicle is any vehicle, motorcycle, motorhome or trailer specifically shown on your Declaration of Insurance.
<b>Newly acquired vehicle</b>	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.
<b>Temporary substitute vehicle</b>	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.
Other vehicles	Other vehicles are vehicles that you or your spouse rent, borrow or drive, with the permission of the owner or lessee. These are not owned or leased by you and nor are they the above vehicle types.
<b>Trailer</b>	A trailer is not described, either owned or unowned, used in connection with the vehicle.

### 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 Four Points Insurance Company Ltd.

## 1.5 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."**

**1.5.1** You will notify us within 10 days after:

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

**1.5.2** You will inform us before:

- changing the use of the described vehicle as shown in the Declaration of Insurance,
- changing the garaged location in which the described vehicle is kept when it is not being driven, or
- installing any of the features, software, modifications, or equipment listed in Section 1.7.5.

Coverage under this policy is based on the same rate class, vehicle use and garaged location for the described vehicle that you declare for mandatory ICBC Basic insurance. You must correctly declare this information to ICBC and to us.

**1.5.3** 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.

**1.5.4** 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 encumbers a described vehicle, as well as any other insurance against loss or damage.

**1.5.5** 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.

**1.5.6** 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.

**1.5.7** 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.

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

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

## **1.6 Our Rights and Responsibilities**

### **1.6.1 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.

### **1.6.2 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.

## 1.7 Who and What We Won't Cover

### 1.7.1 Excluded Use

There is no coverage under this policy if:

- the vehicle is used to carry explosives or radioactive material,
- the described vehicle, newly acquired vehicle, or temporary substitute vehicle is used as a taxicab, bus or sightseeing conveyance, or used to carry passengers or goods for compensation or hire. However, we don't consider the following as situations involving carrying passengers for compensation:
  - 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, or
- the described vehicle, newly acquired vehicle, or temporary substitute vehicle is shared through a peer-to-peer car sharing service, rented, or leased by you to another. However, we don't consider insured persons using the vehicle for an employer's business and being paid for using it as renting.

### 1.7.2 Illegal and Prohibited Use

There is no coverage for insured persons under this policy that:

- do 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),
- are in violation of Section 4, prescribed condition 3. These violations include:
  - 4.3(2): Improper driver licensing, illicit activities, avoiding arrest and racing,
  - 4.3(4): False statements in the course of maintaining insurance,
  - 4.3(6): Improperly registered and licensed trailers,
  - 4.3(7): Lending the vehicle to others who violate 4.3,
  - 4.3(7.1) and (7.2): Conduct prejudicing the insurance coverage of blanket certificates,
  - 4.3(8): Intentional acts of violence with a vehicle,
  - 4.3(9)(a): Driving under the influence of intoxicating substances, and
  - 4.3(9)(b) and 4.3(10): Circumstances where you or other insured persons are 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:
    - Murder,
    - Attempted murder,

- Manslaughter,
- Dangerous operation,
- Operation while impaired,
- Failure to stop after an accident, and
- Operation while prohibited.

### **1.7.3 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.

### **1.7.4 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.

### **1.7.5 Excluded Features, Software, Modifications and Equipment**

There is no coverage for vehicles under this policy that have the following features, software, modifications, or equipment attached:

- Aftermarket superchargers,
- Aftermarket turbochargers,
- Armour or bulletproofing,
- Autonomous driving capability, including self drive, self lane change, summoning, orbiting, banishing, and the Society of Automotive Engineers (SAE) level 3, 4, and 5 driving operations, but excluding parallel parking assistance,
- Flamethrower or backfire modifications including tampering with the computerized fuel delivery profile,
- High flow catalytic converters,
- Interior roll cages,
- Modification to the handbrake,
- These modifications to ground clearance:
  - Spring Over Axle (SOA) lifts, or
  - Wheel Spacer lifts,
- These modifications to tire circumference:
  - Tire size greater than 33" x 10.5", or
  - For 350/3500+ series trucks, tire size greater than 35" x 11.5",
- Nitrous systems,
- Purchased software upgrades that increase the rate of acceleration, and
- Tires designed for racing or speed.

## Section 2: 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.

### 2.1 Introduction

This Section of your policy provides **Excess Liability 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.

### 2.2 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.

### 2.3 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 a described 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.

#### 2.3.1 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, leasing or operation of a described 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, leasing or operation of a described 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 a described 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.

### **2.3.2 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 section 2.3.1 (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.

### **2.3.3 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.

### **2.3.4 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.

## **2.4 Liability We Won't Cover**

### **2.4.1 Property Not Covered**

Under this Section, we won't cover claims for damage to property carried in or upon a described 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.

### **2.4.2 Contamination of Property**

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

## **2.5 Additional Benefits**

### **2.5.1 Newly Acquired Vehicles**

Excess Liability Coverage is extended to include liability caused by newly acquired vehicles, both replacement vehicles and additional vehicles. 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 for Excess Liability Coverage.

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.

### **2.5.2 Temporary Substitute Vehicles**

Excess Liability Coverage is extended to include liability caused by temporary substitute vehicles, with the same coverage as the described vehicle it temporarily replaces.

### 2.5.3 Other Vehicles

Excess Liability Coverage is extended to include liability caused by other vehicles that you or your spouse rent, borrow or drive, with the permission of the owner or lessee, with the same coverage as the described vehicle.

Coverage does not extend to vehicles in these circumstances:

- Any of the exclusions and prohibitions defined by section 1.7 of this policy, including vehicles used to carry passengers or goods for compensation or hire,
- Vehicles rented under a rental agreement for a period exceeding thirty (30) days,
- Vehicles rented exclusively for the use of non-Canadian residents,
- Vehicles owned by you, your spouse or a person residing in the same dwelling premises as an insured person,
- Vehicles owned, rented or leased by your employer or the employer of anyone living in your dwelling premises,
- Vehicles with a registered Gross Vehicle Weight (GVW) rating of more than the greater of 5,000 kilograms and the registered GVW rating of the described vehicle,
- Vehicles that require a commercial license,
- Motor assisted cycles, motorized devices, and
- Vehicles that are snowmobiles, snow vehicles, golf carts, restricted use motorcycles (RUMs), all-terrain vehicles and trucksters.

Coverage does extend to vehicles used to carry passengers or goods for compensation or hire when the vehicle is not being used for such purposes at the time of the loss.

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 other valid and collectible 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.

### 2.5.4 Trailers

Excess Liability Coverage is extended to include any trailer used in connection with the vehicle.

## Section 3: 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.

### 3.1 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 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 of, 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.

### 3.2 What We Cover

#### Coverage Options

You may choose one or both of the two types of protection listed below. Your choices will be shown on the Declaration of Insurance.

**A. Comprehensive Coverage** - we will pay for losses, other than those covered by Collision Coverage, 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 Coverage** - we will pay for losses caused by upset of a described vehicle or when a described vehicle is involved in a collision with another object. Object includes:

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

### 3.3 Loss or Damage We Won't Cover

#### 3.3.1 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,
- rot or mold or the repeated or constant exposure to rot or mold.

We won't pay for loss or damage:

- resulting from a dishonest claim of ownership,
- arising from stranding (other than the stranding in, or upon which a described vehicle is being carried on land or water), impoundment or illegal disposal,
- 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 directly or indirectly by radioactive contamination,
- caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by operation of armed forces while engaged in hostilities, whether war is declared or not.

#### **3.3.2 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,
- your employee 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, or
- anyone steals the vehicle who has legal possession of it under a written agreement (a mortgage, conditional sale, lease or other similar agreement).

#### **3.3.3 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 and specified where applicable in this policy.

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.

If the Declaration of Insurance shows a Comprehensive deductible of \$300, the deductible amount for any claim for windshield damage by missile or falling object or flying object is \$200.

#### **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.*

## 3.4 Additional Benefits

### 3.4.1 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.

### 3.4.2 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 retain 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 a condition of this policy, including operating the vehicle in the circumstances referred to in Section 4 regarding prohibited use of the vehicle.

### 3.4.3 Newly Acquired Vehicles

Collision and Comprehensive Coverages are extended to include newly acquired vehicles, both replacement vehicles and additional vehicles. 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 for the Collision or Comprehensive Coverage to which the insured peril belongs.

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.

### 3.4.4 Temporary Substitute Vehicles

Collision and Comprehensive Coverages are extended to include temporary substitute vehicles, with the same coverage as the described vehicle it temporarily replaces.

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 this 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 to settle the matter 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).*



### 3.4.5 Loss of Use

Comprehensive Coverage is extended whereby if the described vehicle is stolen, we will pay for the reasonable expenses incurred by you for alternative transportation, to a maximum of \$900 per occurrence.

This coverage begins after the theft has been reported to Stratford and the Police.

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 Comprehensive Coverage, whichever is the earliest.

Alternative transportation means:

- Renting a substitute vehicle, that is similar to the eligible vehicle, from an established vehicle rental company or an established car sharing platform,
- Passenger directed transportation through taxis or a ride sharing platform,
- Public transportation,
- Or using other alternative transportation with our prior approval.

This coverage excludes fuel cost and electricity charging cost of the alternative transportation.

For alternative transportation sourced through a car sharing platform:

- The most we will pay is for an equivalent vehicle that we can source through our own vendor, and
- The following exclusions apply:
  - Regarding pre-trip photos, there is no coverage:
    - For car share platforms that do not have a pre-trip photo upload feature on their smartphone app, that they make available to you,
    - If you do not take and upload pre-trip photos in accordance with your car share platform's pre-trip photo policies, guides and instructions, and
    - If your car share platform will not release those photos to us in the event of a claim.
  - Regarding vehicle maintenance, there is no coverage:
    - For car share platforms that do not enforce a vehicle maintenance policy that requires vehicle owners and lessors to get an annual vehicle safety inspection from a qualified mechanic,
    - If the rented vehicle was in breach of the car share platform's vehicle maintenance policy, including if the most recent annual vehicle safety inspection was more than a year old at the time of loss, and
    - If your car share platform will not release the most recent annual vehicle safety inspection report to us in the event of a claim.

A car share platform's rental agreement equivalent is documentary, replicable proof that a vehicle abiding by the platform's vehicle eligibility and maintenance policies has been rented to a named driver or drivers that meet the platform's driver eligibility rules for a duration bounded by agreed starting and ending dates and times.

### 3.4.6 Emergency Road Service

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 to a maximum limit of \$120.00 in any one policy term.

The following conditions apply:

- does not apply to a described vehicle with a vehicle age of six years or older,

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

Vehicle age means the policy effective year less the described vehicle's model year.

#### **3.4.7 Lock Re-Keying or Re-Coding**

Comprehensive Coverage is extended whereby 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. There is no deductible for this coverage.

Payment is limited to a maximum of \$1500 per policy term.

#### **3.4.8 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.

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.

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.

#### **3.4.9 Hit and Run**

Collision Coverage is extended to 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.

The deductible is the Collision deductible shown on the Declaration of Insurance.

#### **3.4.10 Excess Basic Vehicle Damage Coverage Covered**

Collision Coverage is extended to include the excess loss or damage value exceeding the limit prescribed by Division 2 of Part 3 of the Basic Vehicle Damage Coverage Regulation.

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 and excluding any loss of use.

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.

### **3.4.11 Equipment**

Collision and Comprehensive Coverages are extended to include the vehicle's equipment, to a maximum aggregate value of \$5,000, on an actual cash value basis, after taking into account depreciation.

Equipment covered while within or attached to the vehicle:

- Equipment supplied by or available from the vehicle manufacturer,
- Child safety harnesses and restraints,
- A maximum of four snow chains,
- One safety kit, to a maximum value of \$250,
- One car jack and one wheel wrench,
- Sufficient seat covers, including comfort seats, for the number of seats,
- Sufficient floor mats for the motor vehicle,
- One spare tire including tire cover and wheel,
- One booster cable,
- One snow scraper and one snow broom,
- One battery heater,
- One block heater,
- One towing cable,
- Spare parts, to a maximum value of \$250,
- One vehicle security alarm system,
- One non-permanently attached carrying rack,
- With respect to a collision claim for a motorcycle, one safety helmet, to a maximum value of \$1,000,
- Any equipment that is required to make the vehicle wheelchair accessible,
- Sound and communication equipment that is permanently attached equipment or attached by a shuttle mount,
- Audio or video or storage media that is contained within or connected to an audio or video player or recorder, to a maximum value of \$25,
- Paint finish applied by the manufacturer or another similar or custom paint finish, including pinstriping, lettering, or sign painting, and
- Any other permanently attached equipment, to a maximum aggregate value of \$5,000.

Permanently attached equipment means equipment attached to a vehicle that requires the use of a tool or tools to remove; therefore, does not mean equipment attached only by Velcro-type fasteners, staples, zip fasteners, locks, wing nuts, wires, snap fasteners, suction devices, hooks, magnets, buttons, pins (other than cotter pins) vice grips, clamps or chains.

Protective treatment is the application of a substance or substances designed to protect the vehicle and includes undercoating, rustproofing, ceramic coating and paint protection film. Protective treatment while within or attached to the vehicle:

- Is limited to the pro rata cost to reapply the treatment(s) to the repaired section(s) of the vehicle, with respect to the time remaining on the treatment's warranty and a maximum of \$1,000,
- Excludes paint correction to the repaired section(s) and any other surfaces of the vehicle, and

- Is excluded without documentary proof of its existence and value, that includes its warranty and product specification information, to our satisfaction.

Equipment covered while within or attached to the vehicle or while seasonally or temporarily stored elsewhere:

- A maximum of four snow tires and wheels or summer alternatives for snow tires, limited to tires and wheels of the size specified by the manufacturer of the vehicle,
- Detachable faceplates of permanently attached or shuttle-mounted sound and communication equipment, but only when damage is caused to the vehicle or the building from which the equipment is taken by forcible entry into that vehicle or building, and
- One detachable pickup truck canopy or hard or soft top.

Equipment not covered:

- Any device intended to circumvent law enforcement, including a radar detector, laser jammer or laser detector,
- Sound and communication equipment that is designed to be removable from the vehicle for operation in another location,
- Software and software upgrades,
- Any of the features, software, modifications, or equipment listed in Section 1.7.5,
- A camper,
- Contents of your Travel Trailer, and
- Contents of your Motorhome.

To make a claim for equipment, you must produce proof of the existence and value of the non-vehicle manufacturer's equipment. Receipts for the equipment should be kept together with a note of the year, make, model and serial number. Photos may also be useful.

### **3.5 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.

### **3.6 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 reserve the right to conclude the work despite unforeseen costs that may arise. Unforeseen costs include parts price changes, the emergence of hidden damage, and any post-repair requirement to scan, calibrate or reset a system. We will complete the work within a reasonable time using parts of similar kind and quality.

### **3.7 What We Will Pay**

We will not pay more for the vehicle than its actual cash value, after taking into account depreciation, at the time it was damaged or stolen, less the deductible shown on your Declaration of Insurance or specified in this policy as applicable.

With respect to Section 3.6, 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.

## Section 4: Prescribed Conditions

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

### Application and interpretation

1 (1) In these conditions:

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

"**territory**" means a territory established by the insurer;

"**vehicle rate class**" means a vehicle rate class established by the insurer.

(2) These conditions apply only in respect of coverage provided by this contract that does not extend 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.

### 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.

### Prohibited use

3 (1) The insurer is not liable to an insured who breaches this condition or a subcondition of this condition.

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

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

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

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

(d) in a race or speed test.

- (3) An insured does not contravene subcondition (2) merely because the insured operates a vehicle in contravention of a restriction or condition imposed on his or her driver's licence by section 30.06 (2), 30.07 (1) or (3), 30.071 (1), 30.08 (1), 30.10 (2) or (4) or 30.11 (1) of the Motor Vehicle Act Regulations, B.C. Reg. 26/58.
- (4) An insured must not operate a vehicle for which coverage is provided under this contract contrary to the statements contained in the application for insurance for the vehicle, including, but not limited to,
  - (a) the use declared in the application for insurance for the vehicle,
  - (b) a statement relating to the time during which, and the territories in which, the vehicle may be operated, or
  - (c) a statement relating to the kind of goods, or number of passengers, that may be carried in or on the vehicle.
- (5) Use of a vehicle does not contravene subcondition (4) if the premium paid for the vehicle rate class applicable to the use set out in the application for insurance is greater than or equal to the premium established by the insurer for the vehicle rate class that is applicable to the use to which the vehicle is put.
- (6) An insured must not operate a motor vehicle for which coverage is provided under this contract if there is attached to the motor vehicle a trailer that is required to be registered and licensed under the *Motor Vehicle Act* or *Commercial Transport Act* and that is not registered and licensed under the *Motor Vehicle Act* or *Commercial Transport Act*.
- (7) An insured named in this contract must not permit the vehicle described in this contract to be operated by a person or for a purpose that breaches this condition or a subcondition of this condition or would breach this condition or subcondition of this condition if the person were an insured.
- (7.1) An insured must not operate a vehicle, in circumstances in which third party liability insurance coverage provided by a blanket certificate is extended under this contract, if the insured does, omits to do, participates in, assents to or acquiesces in anything that results in
  - (a) a breach of the extended coverage provided under this contract,
  - (b) the invalidity of a claim under the extended coverage provided under this contract, or
  - (c) the forfeiture of a right under the extended coverage provided under this contract.
- (7.2) An insured named in an owner's certificate issued in respect of a vehicle must not permit the vehicle to be operated, in circumstances in which third party liability insurance coverage provided by a blanket certificate is extended under this contract, if the insured does, omits to do, participates in, assents to or acquiesces in anything that results in a breach, the invalidity of a claim or the forfeiture of a right referred to in subsection (7.1).
- (8) It is a breach of this condition if the injury, death, loss or damage in respect of which a claim is made by an insured is caused by or results from an intentional act of violence committed by the insured by means of a vehicle unless the insured is a mentally disordered person at the time of the act.
- (9) It is a breach of this condition if
  - (a) an insured is operating a vehicle while under the influence of intoxicating liquor or a drug or other intoxicating substance to such an extent that the insured is incapable of proper control of the vehicle,
  - (b) an insured is convicted of
    - (i) a motor vehicle related *Criminal Code* offence,
    - (ii) an offence under section 95 or 102 of the *Motor Vehicle Act*, or
    - (iii) an offence under a provision of the law of another jurisdiction in Canada or a jurisdiction of the United States of America that is similar to a provision referred to in subparagraph (i) or (ii), or

- (c) an insured is convicted of an offence committed before December 18, 2018
  - (i) under section 253 (1) (b) of the *Criminal Code*, or
  - (ii) Repealed.
  - (iii) under a provision of the law of a jurisdiction of the United States of America that is similar to a provision referred to in subparagraph (i), and the accident in respect of which the insured's claim is made occurred during the insured's commission of the offence and while the insured was operating a vehicle, or
- (d) Repealed.

(10) In subcondition (9):

**"convicted"** includes being

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

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

- (a) an offence under section 220 or 221 of the *Criminal Code*;
- (b) an offence committed before December 18, 2018 under any of the following provisions of the *Criminal Code*:
  - (i) section 249;
  - (ii) section 252;
  - (iii) section 253 (1) (a);
  - (iii.1) section 254 (5);
  - (iv) section 255 (2);
  - (v) section 255 (3);
  - (vi) section 259 (4);
- (c) an offence committed on or after December 18, 2018 under any of the following provisions of the *Criminal Code*:
  - (i) section 235;
  - (ii) section 236;
  - (iii) section 239 (1);
  - (iv) section 320.13 (1);
  - (v) section 320.13 (2);
  - (vi) section 320.13 (3);
  - (vii) section 320.14 (1) (a);
  - (viii) section 320.14 (1) (b);
  - (ix) section 320.14 (1) (c);
  - (x) section 320.14 (1) (d);
  - (xi) section 320.14 (2);
  - (xii) section 320.14 (3);
  - (xiii) section 320.15 (1);
  - (xiv) section 320.15 (2);
  - (xv) section 320.15 (3);
  - (xvi) section 320.16 (1);
  - (xvii) section 320.16 (2);



- (xviii) section 320.16 (3);
- (xix) section 320.18 (1).

#### **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, leased, rented or operated by the insured has been involved,
    - (ii) any claim made in respect of the accident, and
    - (iii) any other insurance held by the insured providing coverage for the accident,
  - (b) on receipt of a claim, legal document or correspondence relating to a claim, immediately send the insurer a copy of the claim, document or correspondence,
  - (c) cooperate with the insurer in the investigation, settlement or defence of a claim or action,
  - (d) except at the insured's own cost, assume no liability and settle no claim, and
  - (e) allow the insurer to inspect an insured vehicle or its equipment or both at any reasonable time.

#### **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 insured or operator of the vehicle
- (a) must, at the expense of the insurer, protect the vehicle as far as reasonably possible from further loss or damage, and
  - (b) until the insurer has had a reasonable opportunity to inspect the vehicle, must not, without the consent of the insurer, remove any physical evidence of the loss or damage to the vehicle or make any repairs to the vehicle, other than repairs that are immediately necessary to protect the vehicle from further loss or damage.
- (4) The insurer is not liable under this contract
- (a) for loss or damage resulting from the failure of an insured or operator to comply with subcondition (3) (a), or
  - (b) to an insured if the insured or an operator, to the prejudice of the insurer, contravenes subcondition (3) (b).
- (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.

### **Statutory declaration**

- 6 (1) If required by the insurer, the insured must, on the occurrence of loss or damage for which coverage is provided by this contract, deliver to the insurer within 90 days after the occurrence of the loss or damage a statutory declaration stating, to the best of the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the vehicle, the encumbrances on the vehicle, all other insurance, whether valid or not, covering the vehicle and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the insured.
- (2) An insured who has filed a statutory declaration must
  - (a) on request of the insurer, submit to examination under oath,
  - (b) produce for examination, at a reasonable time and place designated by the insurer, all documents in the insured's possession or control relating to the loss or damage, and
  - (c) permit copies of the documents to be made by the insurer.

### **Inspection of vehicle**

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

### **Time and manner of payment of insurance money**

- 8 (1) The insurer must pay the insurance money for which it is liable under this contract within 60 days after the proof of loss or statutory declaration has been received by it or, if an arbitration is conducted under section 177 of the *Insurance (Vehicle) Regulation*, within 15 days after the award is rendered.

- (2) The insured must not bring an action to recover the amount of a claim under this contract unless the requirements of conditions 4, 5 and 6 are complied with and until the amount of the loss has been ascertained by an arbitrator under section 177, by a judgment after trial of the issue or by written agreement between the insurer and the insured.
- (3) Every action or proceeding against the insurer in respect of loss or damage for which coverage is provided under this contract must be commenced within 2 years from the occurrence of the loss or damage.

#### **Who may give notice and proof of claim**

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

#### **Termination**

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

#### **Notice**

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

## Section 5: Endorsements That Extend 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.

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

### 5.1 Carry Passengers for Compensation

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.

### 5.2 Emergency Road Service

Section 3.4.6 is extended to include a described vehicle of any vehicle age.

### 5.3 Extended Equipment

Section 3.4.11 is extended to a maximum aggregate value of the extended equipment amount shown on your Declaration of Insurance. All claims under this extension are subject to the applicable deductible.

### 5.4 Extended Loss of Use

For Section 8 packages shown on your Declaration of Insurance, their loss of use limits are extended to include the Extended Loss of Use amount shown on your Declaration of Insurance.

When no Section 8 packages are shown on your Declaration of Insurance:

- Section 3.4.5 is extended to all insured perils of the Comprehensive Coverage and Collision Coverage to a maximum limit of the Extended Loss of Use amount shown on your Declaration of Insurance.
- If the described vehicle is stolen, Section 3.4.5 is extended to a greater of the maximum limit of the amount specified in Section 3.4.5 and the Extended Loss of Use amount shown on your Declaration of Insurance.

Loss of use paid out under Division 2 of Part 3 of the Basic Vehicle Damage Coverage Regulation is extended to include the Extended Loss of Use amount shown on your Declaration of Insurance.

## 5.5 Gap Protection

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 outstanding financed amount at the time it was damaged or stolen less:

- The settlement amount of any replacement cost or limited waiver of depreciation policies or endorsements,
- Any loan balances owed from previous contracts that were added to the described vehicle's financing or loan contract balance owing, and
- The settlement amount determined by Section 3.7.

## 5.6 Limited Waiver of Depreciation

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.

## 5.7 Personal Articles Coverage

**What We Will Pay:** In the event of loss or damage to the described vehicle, coverage provided under Section 3 is extended to include personal property that sustains loss or damage while it is within the vehicle, arising from the same event. 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. There is no additional deductible for this coverage.

**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:** No coverage is provided for loss or damage to money, gift cards, bullion, securities, collections of coins or paper currency and loss or damage caused by mysterious disappearance.

To make a claim for personal articles, you must produce proof of its existence and value, including receipts or the cost of repairs and additional information and documentation as we may require.

## 5.8 Recreational Motorhome Coverage

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.

## 5.9 Recreational Motorhome Replacement Cost

Collision and Comprehensive Coverages are extended 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 the domestic Canadian market and 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 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.

### 5.10 Recreational Travel Trailer Coverage

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.

### 5.11 Rental Vehicle Coverage

This Endorsement provides coverage when you rent a vehicle for use in Canada or the United States of America. For eligible vehicles and vehicle circumstances, it will allow you to rent a vehicle when you are on a vacation or a business trip without having to buy additional insurance from the rental company or car sharing platform. It includes not only Excess Liability Coverage but also covers your liability for damage to the rented vehicle as well as certain loss of use expenses.

**Who is Covered**

In this section, "you" and "your" means:

- You,

- Your spouse, when named as a permitted driver on the rental agreement, and
- When you or your spouse rent the vehicle, any Canadian resident who is named as a permitted driver on the rental agreement.

### **Rental Durations Covered**

There is no coverage for vehicles rented under a rental agreement for a period exceeding thirty (30) days.

### **Rental Establishment Types and Agreements Covered**

Eligible establishment types are:

- Established vehicle rental companies that rent vehicles through written rental agreements,
- Established companies that incidentally rent their owned or leased vehicles through written rental agreements, and
- Established car share platforms, with the following exclusions:
  - Regarding pre-trip photos, there is no coverage:
    - For car share platforms that do not have a pre-trip photo upload feature on their smartphone app, that they make available to you,
    - If you do not take and upload pre-trip photos in accordance with your car share platform's pre-trip photo policies, guides and instructions, and
    - If your car share platform will not release those photos to us in the event of a claim.
  - Regarding vehicle maintenance, there is no coverage:
    - For car share platforms that do not enforce a vehicle maintenance policy that requires vehicle owners and lessors to get an annual vehicle safety inspection from a qualified mechanic,
    - If the rented vehicle was in breach of the car share platform's vehicle maintenance policy, including if the most recent annual vehicle safety inspection was more than a year old at the time of loss, and
    - If your car share platform will not release the most recent annual vehicle safety inspection report to us in the event of a claim.

A car share platform's rental agreement equivalent is documentary, replicable proof that a vehicle abiding by the platform's vehicle eligibility and maintenance policies has been rented to a named driver or drivers that meet the platform's driver eligibility rules for a duration bounded by agreed starting and ending dates and times.

### **What We Cover:**

#### **Excess Liability Coverage for Rented Vehicle**

Section 2.5.3 is included, with these additional extensions:

Coverage extends to rented vehicles with a registered Gross Vehicle Weight (GVW) rating of more than 5,000 kilograms, rented under a rental agreement for a period of no more than seven days and limited to pleasure use only.

#### **Damage to Rented Vehicle**

Section 3 is extended to include the rented vehicle, when Collision or Comprehensive Coverage, respectively, is shown on the Declaration of Insurance. The deductibles are the same as those shown on the Declaration of Insurance.

The vehicle circumstance terms, conditions, limitations and exclusions specified in Section 2.5.3 apply to this Collision and Comprehensive coverage, with these additional limitations and extensions:



- Coverage does NOT extend to vehicles where the daily rental rate exceeds \$300 (CAD) in Canada, or \$250 (USD) in the United States,
- Coverage does NOT extend to vehicles used to carry passengers or goods for compensation or hire irrespective of whether or not the vehicle is being used for such purposes at the time of the loss,
- Coverage is limited to passenger vehicles, vans and pickup trucks,
- Coverage extends to box trucks with a registered Gross Vehicle Weight (GVW) rating of more than 5,000 kilograms, rented under a rental agreement for a period of no more than seven days and limited to pleasure use only, and
- Coverage extends to trailers less than 1,400 kilograms, rented under a rental agreement for a period of no more than seven days and limited to pleasure use only.

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 rented vehicle on your behalf.

#### **Loss of Use of Rented Vehicle**

Section 3.4.5 is extended to the rented vehicle for all insured perils of the Comprehensive Coverage and Collision Coverage, up to \$50 per day and an aggregate maximum of \$500 per occurrence.

#### **Down Time of Rented Vehicle**

For vehicles rented through established vehicle rental companies we agree to indemnify you for liability imposed by law or assumed under contract or agreement for loss of use of the vehicle while it is unavailable for use by the owner, as measured by the reasonable retail rental value of a replacement vehicle.

## **5.12 Replacement Cost Platinum**

Collision and Comprehensive Coverages are extended 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 and its equipment 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 and its equipment 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 the domestic Canadian market and 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:

- 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.

## Section 6: Endorsements That Exclude 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.

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

### 6.1 Occasional Driver Exclusion

You acknowledge that if any driver with less than 10 years driving experience or less than 5 years at-fault accident free drives the insured vehicle, there is no Excess Liability Coverage for your liability for property damage and bodily injury caused to others, and no Collision or Comprehensive coverage for liability for damage to the insured vehicle.

### 6.2 Storage

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 Coverage

**Your policy wording is amended:**

1.7.2 Illegal and Prohibited Use condition where 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.

### 6.3 Windshield Glass Exclusion

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.

## Section 7: Endorsements

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.

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

### 7.1 Accident Forgiveness Protection

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.

### 7.2 Concierge Service

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.

### 7.3 Mortgage or Lien

**Purpose of This Endorsement:** It protects the lienholder's interest in your automobile if you have a claim for a loss covered under Section 3 "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 3 of your policy, "Loss or Damage Coverages."

### 7.4 Permission to Lease

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.

## **7.5 Valued Vehicle**

In consideration of the premium as stated in the Declaration of Insurance, but only in respect to the Section 3 “Loss or Damage Coverages” 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, subject to the deductible amount specified in the Declaration of Insurance.

Where the loss involving the described vehicle is a partial loss only, our liability is limited to the cost of repair, but such cost shall not exceed valued vehicle amount shown on the Declaration of Insurance.

## Section 8: Packages

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.

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

### 8.1 Stratford Motorhome Protection Plan

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 Road Service reimbursement up to \$120, and
3. Loss of Use up to \$1000

#### **Definition: Contents of your Motorhome**

Is personal property, fixtures and fittings contained in but not attached to the motorhome described in your Declaration of Insurance. Includes television sets and video players that are permanently attached and are designed to be removable from the motorhome for operation in another location.

#### **Definition: 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:** Section 3.4.11 is extended to the replacement cost of the contents of your Motorhome up to \$5,000.

**Limitations on your coverage:** Does not include property illegally acquired, kept, stored or transported, motorized vehicles, bicycles or watercraft, or the furnishings, equipment or belongings of any of them, money, gift cards, bullion, securities, manuscripts, jewelry, precious and semiprecious stones, watches, furs, articles of clothing, stamps and philatelic property, collections of coins or paper currency, books of account, evidence of title or debt, bills or other documents, property pertaining to a business, profession or occupation, or data of any kind.

#### **Emergency Road Service**

Section 3.4.6 is extended to include a described vehicle of any vehicle age.

#### **Loss of Use**

**What we will pay:** Section 3.4.5 is extended to all insured perils of the Comprehensive Coverage and Collision Coverage to a maximum of \$1,000 per occurrence.

**Limitations on your coverage:** Alternative transportation options do not include passenger directed transportation or public transportation.

## 8.2 Stratford Travel Trailer Protection Plan

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 Road Service reimbursement up to \$120.

### **Definition: Contents of your Travel Trailer**

Is personal property, fixtures and fittings contained in but not attached to the recreational travel trailer described in your Declaration of Insurance. Includes television sets and video players that are permanently attached and are designed to be removable from the recreational travel trailer for operation in another location.

### **Definition: 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:** Section 3.4.11 is extended to the replacement cost of the contents of your travel trailer up to \$5,000.

**Limitations on your coverage:** Does not include property illegally acquired, kept, stored or transported, motorized vehicles, bicycles or watercraft, or the furnishings, equipment or belongings of any of them, money, gift cards, bullion, securities, manuscripts, jewelry, precious and semiprecious stones, watches, furs, articles of clothing, stamps and philatelic property, collections of coins or paper currency, books of account, evidence of title or debt, bills or other documents, property pertaining to a business, profession or occupation, or data of any kind.

### **Emergency Road Service**

Section 3.4.6 is extended to include a described vehicle of any vehicle age.



### 8.3 Stratford Assist Coverage

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

*Summary:*

Coverage	Limits
<b>Loss of Use</b>	To a maximum of \$750 per occurrence
<b>Rental Vehicle</b>	Excess Liability Coverage Collision Coverage, deductible as per Declaration of Insurance Comprehensive Coverage, deductible as per Declaration of Insurance Loss of Use, up to \$50 per day and \$500 per occurrence
<b>Emergency Road Service</b>	To a maximum of \$120 per policy term
<b>Travel Protection</b>	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
<b>Destination Support</b>	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

#### **Loss of Use**

Section 3.4.5 is extended to all insured perils of the Comprehensive Coverage and Collision or Upset Coverage to a maximum of \$750 per occurrence. If the described vehicle is stolen, the limit specified in Section 3.4.5 applies.

#### **Rental Vehicle**

Section 5.11 is included.

#### **Emergency Road Service**

Section 3.4.6 is extended to include a described vehicle of any vehicle age.

#### **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:

- Additional living expenses up to \$1,000 per occurrence,
- Replacement vehicle up to \$500 per occurrence,
- Towing up to \$100 per occurrence,
- Travel expense for you to return home up to \$3,000 per occurrence, and
- Expense to return the described vehicle home up to \$750 per occurrence.

**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.

#### **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.

## 8.4 BCBG Select

This endorsement package provides coverage for Personal Articles, Loss of Use, Rental Vehicle, Travel Protection, Destination Support, Emergency Road Service, and Theft and Fire Deductible Waiver.

*Summary:*

Coverage	Limits
<b>Personal Articles Coverage</b>	To a maximum of \$500 per occurrence
<b>Pet Coverage</b>	To a maximum of \$1,000 once per policy term
<b>Loss of Use</b>	To a maximum of \$1500 per occurrence
<b>Rental Vehicle</b>	Excess Liability Coverage Collision Coverage, deductible as per Declaration of Insurance Comprehensive Coverage, deductible as per Declaration of Insurance Loss of Use, up to \$50 per day and \$500 per occurrence
<b>Emergency Road Service</b>	To a maximum of \$250 per policy term
<b>Travel Protection</b>	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
<b>Destination Support</b>	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

### **Personal Articles Coverage**

Section 5.7 is included.

### **Pet Coverage**

Collision and Comprehensive Coverages are extended to include a maximum of \$1,000 once per policy term for veterinary expenses made necessary due to resulting injury to or death of your family pet that was in the vehicle at the time of the occurrence. This reimbursement benefit may also be used towards purchasing a replacement pet within 12 months of the occurrence.

### **Loss of Use**

Section 3.4.5 is extended to all insured perils of the Comprehensive Coverage and Collision Coverage to a maximum of \$1,500 per occurrence.

### **Rental Vehicle**

Section 5.11 is included.

### **Emergency Road Service**

Section 3.4.6 is extended to include a described vehicle of any vehicle age and a maximum of \$250 in any one policy term.

### **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:

- Additional living expenses up to \$1,000 per occurrence,
- Replacement vehicle up to \$500 per occurrence,
- Towing up to \$100 per occurrence,
- Travel expense for you to return home up to \$3,000 per occurrence, and
- Expense to return the described vehicle home up to \$750 per occurrence.

**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.

### **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.