



FOUR POINTS INSURANCE COMPANY LTD.

A SUBSIDIARY OF THE MUTUAL FIRE INSURANCE COMPANY OF BRITISH COLUMBIA

AutoProtect™

Optional *Vehicle* Insurance Wording June 1, 2025



Who We Are

Four Points Insurance provides innovative insurance solutions in communities across Canada. We offer a wide range of commercial, auto, and recreational insurance products. Four Points has a passion to support policyholders and a commitment to embracing change and sustainability. With a strong focus on risk management while delivering efficient and fair claims service, we provide unparalleled customer support.



Claims Reporting

In the event of a claim, please report it immediately to *your* insurance *broker*, online at fourpointsinsurance.ca/auto-claims/submit/, or contact *our* office at:

E: autoclaims@fourpointsinsurance.ca

T: 604.881.1250 | TF: 866.417.2272

For all after-hours emergency claims, please call *our* emergency claims line at: 855.535.0554

For urgent situations, including *bodily injury*, fire, theft, vandalism, or attempted theft please call 911 or the local authorities for immediate help.

Contents

Section 1: Insuring Agreement.....2

Liberalization Clause2

Headings and Captions2

Section 2: Introduction.....2

Basic Insurance Coverage2

Optional Insurance Coverage.....2

Providing Accurate Information to *Your Broker*
Before and During Coverage.....3

Act and Regulation3

Cancelling the *Policy*3

This is a Contract of Insurance.....3

Coverage Territory.....3

Canadian Currency.....3

Section 3: What Is Covered – Property Damage3

Collision or Rollover4

Comprehensive.....4

Specified Perils4

Deductible.....4

Section 4: Exclusions.....5

Section 5: Excess Liability Coverage7

What We Cover7

If Someone Sues *You*.....8

How Much We Will Pay8

Liability Exclusions.....8

Section 6: Additional Coverages.....9

Accident Forgiveness Protection9

Emergency Road Assistance9

Extended Equipment9

Extended Loss of Use.....9

Gap Protection.....10

Limited Depreciation Waiver.....10

Lock Rekeying or Recoding.....10

Loss of Use.....10

Loss Payee, Lienholder, or Finance Company11

Newly Acquired *Vehicle*.....11

Personal Property.....12

Pet Protection12

Replacement Cost +.....12

Rental *Vehicle* Coverage.....13

Rental *Vehicle* – Loss of Use13

Temporary Substitute *Vehicle*.....14

Travel Protection14

Unidentified *Vehicle* Property Coverage15

Section 7: Prescribed Conditions15

Application and interpretation.....15

Changes during term of contract.....15

Prohibited use16

Requirements if loss or damage to persons or
property18

Requirements if loss of or damage to vehicle18

Statutory declaration19

Inspection of vehicle.....19

Time and manner of payment of insurance money 19

Who may give notice and proof of claim20

Termination20

Notice20

Section 8: Additional Conditions20

Legal Action Against *Us*20

Loss or Claims.....20

Our Right to Repair or Rebuild the Automobile.....21

Payment of Charges.....21

Section 9: Definitions21

Phrases and words in *italics* have special meaning which are explained under the Definitions section of this *policy*.

Section 1: Insuring Agreement

In consideration of the *premium* paid and subject to the terms and conditions contained in this *policy*, we agree to indemnify *you* for insured loss or damage occurring within the *policy* period, up to an amount not to exceed the least of:

1. the *actual cash value* of the insured property at the time of its loss or damage;
2. *your* interest in the insured property lost or damaged; or
3. the limits of insurance stated on the *certificate of insurance*;

provided, however, that where the insurance applies to property of more than one person or interest, the indemnity under this *policy* for loss or damage to all such persons or interests is limited in aggregate to the limit of insurance shown on the *certificate of insurance*.

**THIS POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE.
PLEASE READ IT CAREFULLY.**

Liberalization Clause

If, after the issuance of *your* insurance *policy* but before its expiry, we adopt and publish for use any forms, endorsements or rules by which the insurance provided by this *policy* could be extended or broadened without an additional *premium* charge, and *you* have a loss that occurs after the effective date of such adoption or publication by *us*, the extended or broadened insurance coverage shall be applied to *your policy* as though it was there from the issuance of *your policy*.

Headings and Captions

Headings and captions found in this *policy* are for reference purposes only and do not affect the meaning or interpretation of this *policy*.

Section 2: Introduction

We offer Optional Insurance coverage in excess of the mandatory Basic Insurance coverage obtained from Insurance Corporation of British Columbia (ICBC).

Basic Insurance Coverage

If *you* own a motor vehicle which is operated on a highway in British Columbia, it is mandatory by law for *you* to buy Basic Insurance coverage from ICBC. This coverage is only available through ICBC, via *your broker*. Basic Insurance is considered *your* primary insurance.

The Basic Insurance coverage includes:

1. the primary Third Party Liability Coverage of \$200,000;
2. Basic Vehicle Damage coverage;
3. Enhanced Care; and
4. Underinsured Motorist Protection.

More information on Basic Insurance and other coverages available from ICBC can be found through *your broker* or online: [icbc.com/insurance](https://www.icbc.com/insurance)

Optional Insurance Coverage

It is important for *you* to note the following as it pertains to *our* coverage.

1. *You* only have a specific coverage from *us* for the specified time period shown on *your certificate of insurance*.
2. *Your* coverage is limited to what is set out in *your certificate of insurance*, which will include coverages for which *you* paid a *premium* and coverages which are included at no additional charge as indicated on the *certificate of insurance*.
3. Terms and conditions are outlined in these *policy* wordings and on *your certificate of insurance*.
4. By purchasing this *policy*, *you* have entered into a legally binding insurance contract with *us*.
5. Coverage is purchased through *your broker*.

This is *your policy* for Optional Insurance coverage with *us*. Read *your policy* carefully to ensure *you* know *your* rights, responsibilities, and obligations, and the terms and conditions applicable to *your* ownership and operation of the *described vehicle*. If *you* have any questions or changes to make to *your policy* with *us*, please contact *your broker*.

Providing Accurate Information to Your Broker Before and During Coverage

1. When *you* purchase *our* Optional Insurance coverage, it is imperative that the information *you* provide to *your broker* which is shown on *your certificate of insurance* is accurate, because *you* may not be covered for a claim and *you* may risk losing *your* coverage.
2. *You* must advise *your broker* immediately when *your* circumstances change, if the changes are relevant to *your policy*. A change in circumstance includes but is not limited to:
 - a. changes outlined in Section 7, Prescribed Conditions, subsection 2;
 - b. changing *your principal driver*;
 - c. adding a driver;
 - d. sale or transfer of ownership of *your described vehicle* including due to death or bankruptcy; or
 - e. changes the financial interest of the *described vehicle* to include a new lien, mortgage, or loan.
3. Failure to tell *your broker* of the changes to *your* circumstances may affect *your* coverage. *You* may not be covered for a claim, and *you* may risk losing *your* coverage.

Please review the *certificate of insurance* to ensure the information is accurate, and notify *your broker* of any changes or corrections. Please contact *your broker* if there have been any change in circumstances which may impact *your* insurance coverage.

Act and Regulation

Words and phrases used in this *policy* have the meaning given to them by Sections 1 and 1.1 of the Insurance (Vehicle) Act (RSBC 1996) (the “Act”) and Section 1 of the Insurance (Vehicle) Regulation (the “Regulation”), and apply to this *policy* even if in the context of the Act or Regulation they apply only to the universal compulsory vehicle insurance (Basic Insurance Coverage). We will not define any terms used in the Act as the definitions contained within the Act may differ slightly from the definitions we used in the Definitions sections of this *policy*.

Cancelling the Policy

All cancellations follow the requirements of Prescribed Condition Section 7.10 (Termination) of this *policy*.

You cannot backdate a cancellation of this *policy*.

This is a Contract of Insurance

The contract includes three documents:

1. a completed and signed *application*, as completed with *your broker*;
2. the *certificate of insurance* attached to this *policy*; and
3. where incorporated by reference, provisions of the Act and the Regulation.

Under the contract, we agree to provide *you* with the insurance that is summarized on *your certificate of insurance*, and for which *you* have agreed to pay a *premium*. The acceptance by *us* was agreed to base upon the information and details *you* provided in *your application*, and subject to the terms and conditions contained in this *policy*.

Coverage Territory

This *policy* covers *you* in Canada, the continental United States of America including the District of Columbia, Hawaii, and Alaska, and on a vessel travelling directly between ports of or within these two countries.

Canadian Currency

All dollar limits described in this *policy* are in Canadian currency.

Section 3: What Is Covered – Property Damage

We will pay for sudden and accidental loss or damage to *your described vehicle* and its attached equipment directly or indirectly caused by:

1. a collision or rollover;
2. a comprehensive peril; or
3. a specified peril.

Collision or Rollover

We will pay for loss or damage directly or indirectly caused by the sudden and accidental impact of *your described vehicle* or *other insured vehicle* colliding with another object, its tipping over, or its turning over. Another object means:

1. a *vehicle* to which *your described vehicle* or *other insured vehicle* is attached;
2. the surface of the ground; and
3. any object in or on the ground.

Comprehensive

We will pay for the sudden and accidental loss or damage directly or indirectly caused by:

1. a wild animal to the interior of *your described vehicle* or *other insured vehicle*;
2. *earthquake*;
3. explosion;
4. falling or flying objects;
5. impact with a wild or domestic animal, either living or dead;
6. fire or lightning;
7. malicious damage;
8. *riot, protest*, or civil commotion;
9. rising water;
10. theft or attempted theft;
11. vermin or rodents;
12. windstorm or hail;
13. the collision with another object or vehicle caused directly by any other peril other than collision; and
14. the stranding, sinking, burning, derailment or collision of any conveyance in or upon which *your described vehicle* is being transported on land or water.

Specified Perils

We will pay for the sudden and accidental loss or damage directly or indirectly caused by:

1. *earthquake*;
2. explosion;
3. falling or flying objects;
4. fire or lightning;
5. hail;
6. *riot, protest*, or civil commotion;
7. rising water;
8. theft or attempted theft;
9. windstorm or hail; and
10. the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the *vehicle* is being transported on land or water.

Deductible

1. All claims are subject to the *deductible* shown on *your certificate of insurance*. The *deductible* is the amount *you* agree to pay towards the cost of any single claim *you* make for insured loss or damage to *your described vehicle*. The *deductible* applies each time *you* make a claim against *your policy*. We will only pay for insured loss or damage which exceeds the amount of the *deductible*.
2. No deductible will apply in the event of sudden and accidental loss or damage directly or indirectly caused by:
 - a. fire or lightning; or due to the
 - i. total loss of *your described vehicle*; or
 - ii. theft of *your described vehicle* in the event that *your described vehicle* is not recovered.

3. If comprehensive coverage is shown on *your certificate of insurance*, in the event of a chip to *your* windshield on *your described vehicle* which is the size of a Canadian Loonie coin or smaller, we will pay to repair the chip to *your* windshield provided that:
- your certificate of insurance* does not include a Windshield Glass Exclusion;
 - the damage is not preexisting damage;
 - the repair leaves no residual damage greater than ¼ inch in the driver's line of vision;
 - the damage does not include a long crack; and
 - the chosen glass repair facility determines that the damage is safe and appropriate to repair in place of replacing *your* windshield.

No *deductible* applies to coverage for windshield chips.

Section 4: Exclusions

- You* have no coverage if *you*:
 - are in breach of the Prescribed Condition Section 7.3 (Prohibited Use) of this *policy*;
 - do not at all times have and maintain a valid Owner's Certificate respecting the *described vehicle*;
 - breach any condition of, or in any manner forfeit the Basic Insurance coverage extended by ICBC under the Owner's Certificate respecting the *described vehicle* or *other insured vehicle*.
- We* will not pay for loss or damage caused directly or indirectly to:
 - permanently attached and shuttle-mounted sound, entertainment, or communications equipment in excess of a combined value of \$5,000 which requires a tool to remove, and which is not supplied by or available from the manufacturer of the *described vehicle* or *other insured vehicle* unless Extended Equipment coverage is added to this *policy*, for a *premium* paid by *you*, and shown expressly on the *certificate of insurance*;
 - any equipment in excess of \$5,000 in value permanently attached to the *described vehicle* which requires a tool to remove, unless Extended Equipment coverage is added to this *policy*, for a *premium* paid by *you*, and shown expressly on the *certificate of insurance*;
 - a custom paint finish not supplied by or available from the manufacturer which is in excess of \$2,500 in value;
 - tires designed exclusively for racing or speed; or
 - any *vehicle* which has the following features, software, modifications, or equipment:
 - aftermarket superchargers or turbochargers;
 - armour, bulletproofing, or interior roll cages;
 - autonomous driving capability including self-driving, self-lane change, summoning, orbiting, banishing, and the Society of Automotive Engineers (SAE) levels 3, 4, and 5 driving operations; however, this exclusion does not apply to *vehicles* with parallel parking assistance;
 - flamethrower, backfire, and computerized fuel delivery profile modifications;
 - high-flow catalytic converters;
 - hand-brake modifications;
 - spring over axle or wheel spacer lifts;
 - tire sizes greater than 33 inches x 10.5 inches;
 - tire size greater than 35 inches x 11.5 inches which are used on 350/3500+ trucks;
 - nitrous systems; or
 - purchased software upgrades which increase the rate of acceleration.
- We* will not pay for loss or damage caused directly or indirectly by:
 - mechanical fracture, failure, or breakdown of any part of the *described vehicle* or *other insured vehicle*;
 - electrical or power system breakdown of any part of the *described vehicle* or *other insured vehicle*;
 - explosion within an engine or mechanical *vehicle* component;
 - rust or corrosion; or
 - wear and tear;unless the loss or damage is directly or indirectly caused by:
 - fire,
 - theft or attempted theft, or
 - vandalism;and *your policy* covers these perils.
- We* will not pay for loss or damage caused directly or indirectly:
 - which occurs while *your described vehicle* is undergoing repair, maintenance, or service;

- b. to *your described vehicle* or *other insured vehicle* while intentionally operated off of a “highway” as defined in the Motor Vehicle Act or outside the terms agreed to in a rental vehicle agreement;
- c. to *personal property* located inside *your described vehicle* or *other insured vehicle* unless the loss or damage is caused directly or indirectly by:
 - i. theft or attempted theft, or
 - ii. fire;
 however, at no time will we pay for:
 - A. tapes, CDs, media forms of any kind, or equipment for a tape or CD player, DVDs, or recorder when they are detached from the player or recorder, regardless of if inside the *described vehicle* or *other insured vehicle* or not,
 - B. contents of trailers, or
 - C. business property;
- d. to a:
 - i. recreational *vehicle*,
 - ii. *vehicle* weighing more than the registered gross vehicle weight of 5000kg,
 - iii. a motorcycle, dirt bike, or any motorized vehicle with two or three wheels, or
 - iv. motorhome, trailer, recreational travel trailer;
- e. to tires, unless:
 - i. *your described vehicle* or *other insured vehicle* is involved in a total loss as determined by *us*; however, even if determined by *us* to be included in the total loss, *you* will only receive the *actual cash value* of *your* tires, or
 - ii. one or more tires is stolen at which time *you* will only receive the *actual cash value* of *your* tires;
- f. to a *vehicle* that *you* have loaned, rented, or sold to others under conditional sale or form of deferred payment from the time the *vehicle* leaves *your* care, custody, and control, unless the *vehicle* is in the care, custody, and control of a bailee for hire, for whom *you* are legally liable;
- g. to spare *vehicle* parts, unless the spare part is carried in or upon *your described vehicle* at the time of insured loss or damage, and coverage is available only up to an additional limit of \$2,500 in total for the following items combined:
 - i. child safety harness or restraint to a maximum of \$500,
 - ii. a set of four snow chains to a maximum of \$500 for all chains combined,
 - iii. one safety kit to a maximum of \$250,
 - iv. one car jack or wheel wrench,
 - v. seat covers to a maximum of \$250 for all covers,
 - vi. floor mats to a maximum of \$250 for all mats,
 - vii. one booster cable,
 - viii. one block heater,
 - ix. one permanently attached carrying rack for up to \$750,
 - x. one dash camera to a maximum of \$250,
 - xi. any permanently attached equipment for wheelchair access,
 - xii. spare tire and its cover and wheel kept in *your described vehicle*, or
 - xiii. portable charging equipment used to charge *your* fully electric battery or hybrid *described vehicle* which is ordinarily kept in the *vehicle* for use while away from its normal charging station;
- h. to property carried in or upon *your described vehicle* or *other insured 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;
- i. to property damage or *bodily injury* intentionally committed by *you*:
 - i. resulting from a dishonest claim of ownership,
 - ii. caused by or resulting from impoundment or illegal disposal, or
 - iii. arising from stranding, other than the stranding collision of any conveyance in or upon which the *vehicle* is being transported on land or water;
- j. by extremes in temperature, freezing, wet or dry rot, condensation, acid rain, mould, *fungi*, *spores*, bacteria, fungus, or contamination;
- k. by gradual deterioration, latent defect, inherent vice, or the cost of making good faulty or improper material, workmanship, or design;
- l. by bombardment, invasion, civil war, insurrection, rebellion, revolution, military power, usurped power, or by operation of armed forces while engaged in hostilities, whether war is declared or not;

- m. *by terrorism* or any activity or decision of a government agency or other entity to prevent, respond to, or terminate *terrorism* regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage, unless the loss or damage caused by *terrorism* arises directly from a: biological cause or event, a chemical cause or event, or a radiological cause or event, and then only for the resulting loss or damage directly caused by fire;
 - n. by cyber warfare, *computer attack*, *cyber act*, or *cyber incident*;
 - o. by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any *data*, including any amount pertaining to the value of such *data*; regardless of any other cause or event contributing concurrently or in any other sequence thereto;
 - p. by the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device, or false pretense; or
 - q. by or resulting from a change in ownership that is agreed to, even if that change was brought about by trickery, conversion, embezzlement, theft, or fraud.
5. We will not pay for loss or damage caused directly or indirectly when:
- a. person who lives in *your household* steals *your described vehicle*;
 - b. *your employee*, whose employment involves regularly maintaining, servicing, or repairing the *described vehicle*, steals it regardless of if they do so during working hours or not; or
 - c. anyone steals the *described vehicle* who has legal possession of it under a written agreement, including but not limited to a mortgage, conditional sale, lease, or other similar agreement.
6. We will not pay for any loss or damage arising directly or indirectly from a nuclear reaction, nuclear radiation, or radioactive contamination howsoever caused, unless such loss or damage is caused by a fire arising directly from the nuclear reaction, nuclear radiation, or radioactive contamination, and then only for that direct damage to the *described vehicle* or *other insured vehicle*.
7. We will not pay for any loss or damage caused directly or indirectly by, or any expense or cost resulting from or in connection with the actual or threatened malicious use of pathogenic, poisonous, biological, or chemical materials.
8. There is no coverage under this *policy* for any *bodily injury*, property damage, or loss or damage arising directly or indirectly out of:
- a. the use of *described vehicle* or *other insured vehicle* in whole or in part to carry, contraband, stolen goods, or illegal property or persons; or
 - b. used to carry passengers or goods for compensation or hire.
9. If Windshield Glass Exclusion is shown on *your certificate of insurance*, the comprehensive coverage provided by this *policy* excludes loss or damage to windshield and windows, unless the loss or damage is directly or indirectly caused by:
- a. fire or lightning;
 - b. theft or attempted theft;
 - c. vandalism;
 - d. windstorm or hail; or
 - e. explosion.

Section 5: Excess Liability Coverage

This *policy* is only valid as excess insurance to existing, enforceable Basic Insurance coverage from ICBC under an Owner's Certificate of the *described vehicle*. If there is other liability insurance covering *your described vehicle* or *other insured vehicle*, this *policy* is excess to that other liability.

Otherwise, we are liable only for *our* rateable proportion of any loss, liability, or damage.

What We Cover

- 1. The persons insured by this *policy* are the same as those insured under *your* ICBC Basic Insurance Liability Coverage.
- 2. Coverage provided by ICBC is the primary Third Party Liability coverage. This *policy* extends that limit of coverage provided to *you* by ICBC to the limit of insurance specified on *your certificate of insurance*. The limit of insurance provided by this *policy* is reduced by the amount of coverage provided by ICBC.

3. Coverage available through this *policy* is provided on the same terms and conditions that are provided by *your* ICBC Basic Insurance coverage; except in respect of a prohibition, exclusion, or different limit of coverage which is permitted by the Act.
4. This policy is written subject to the Act and the Regulation. Section 80, "Other Insurance" of the Act states that if *you* place option excess third-party liability insurance coverage with more than one insurer, and none of those insurers are excess to the other, *you* are only covered up to the highest limit with any one insurer.
5. This *policy* will not respond unless and until:
 - a. ICBC or any other insurer involved has admitted liability for the first loss and underlying limits of insurance; or
 - b. *we* have by final court judgment been adjudged to pay an amount which exceeds the first loss and underlying limits of insurance and ICBC or any other insurer involved has already paid their portion in full.

If Someone Sues You

1. *We* have the right and duty to defend *you* against any claims, *action*, or other proceedings that may be made against *you* for an *occurrence* to which this insurance applies; however, *we* will have no duty to defend *you* against any *action* seeking *compensatory damages* for *bodily injury* or property damage to which this insurance does not apply.
2. *We* may, at *our* discretion, investigate any *occurrence*, and settle any claim or *action*.
3. *Our* right and duty to defend ends when *we* have exhausted the applicable limit of insurance.

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.

How Much We Will Pay

1. Coverage applies separately to each person who is insured, but this does not increase the amount of insurance provided by *your policy*.
2. The limit of insurance shown on the *certificate of insurance* is the maximum amount *we* will pay for all *compensatory damages* in respect of one accident or one *occurrence* regardless of the number of claims made or the number of insureds against whom claims are made or *actions* are brought.
3. In addition, *we* will pay the following amounts:
 - a. defence expenses in excess of the defence expenses payable under the Basic Insurance Liability coverage; and
 - b. costs taxed against *you* in an *action* and court order interest on that part of any judgment granted against *you* which falls within the Excess Liability coverage available under this *policy*.

Liability Exclusions

1. No person who, while engaged in the selling, repair, maintenance, storage, service, or parking of vehicles as part of a business is insured by this *policy* for any loss, damage, or *bodily injury* while engaged in the use, or operation of, or while working in or upon the *described vehicle* or *other insured vehicle* in the course of that business.
2. *We* will not pay for:
 - a. fines, penalties, aggravated damages, or punitive damages;
 - b. *your* medical expenses;
 - c. *compensatory damages*, for which *you* are obligated to pay by reason of the assumption of liability in a contract or agreement, unless *your* obligation would have existed in the absence of the contract or agreement;
 - d. liability for *bodily injury* or property damage suffered by:
 - i. *your employee* arising out of and in the course of their employment or any other engagement by *you*,
 - ii. the *spouse*, child, parent, brother, sister, or dependent of *your employee* as a consequence of *your employee's* employment or any other engagement by *you*,
 - iii. a *volunteer* arising out of and in the course of their performance of any act on *your* behalf or any other engagement by *you*, or
 - iv. the *spouse*, child, parent, brother, sister, or dependent of a *volunteer* as a consequence of their performance of any act on *your* behalf or any other engagement by *you*;

- e. any obligation under:
 - i. workers compensation,
 - ii. disability benefits,
 - iii. unemployment or employment compensation law, or
 - iv. other similar law;
- f. the transmission of any *communicable disease*;
- g. claims or *actions* arising directly or indirectly, in whole or in part, from any *abuse*, including any:
 - i. actual, alleged, or threatened *action* or inaction resulting in *abuse*,
 - ii. knowledge of or condoning of *abuse*,
 - iii. direction to commit *abuse*,
 - iv. claims or *actions* based on *your* hiring, acceptance, supervision, or retention of any *employee*, *volunteer*, or any other person alleged to have committed *abuse*, or
 - v. claims or *actions* alleging *your* knowledge or failure to report the alleged *abuse* to the appropriate authority or authorities.

Section 6: Additional Coverages

Accident Forgiveness Protection

1. If Accident Forgiveness Protection is shown on the *certificate of insurance* and *you* cause an at-fault accident in *your described vehicle* during the *policy* period, *your* annual *premiums* will not increase due to *your* first at-fault accident.
2. This coverage only applies:
 - a. to the first at-fault accident and is only provided one time by *us*; and
 - b. if the driver of *your described vehicle* who caused the at-fault accident has had no other at-fault accidents within the last ten years.

Emergency Road Assistance

1. If Emergency Road Assistance is shown on the *certificate of insurance*, in the event of a roadside emergency to *your described vehicle* or *other insured vehicle* requiring the use of a tow truck due to:
 - a. mechanical breakdown;
 - b. locking *your* keys in *your described vehicle* or *other insured vehicle*;
 - c. a flat tire; or
 - d. jump starting a dead battery;
 we will reimburse *you* for the cost of a tow truck providing assistance to *you*.
2. We will not pay for:
 - a. the cost of parts or supplies including gas, oil, batteries, and tires; or
 - b. mechanical labour should *your described vehicle* or *other insured vehicle* need towed to a repair shop due to mechanical breakdown.
3. The most we will pay in total per *policy* term is \$250.
4. *You* must present to *us* valid receipts of *your* expenses incurred to be reimbursed.
5. *You* must report stolen keys to the police and provide the police report file number to *us*.
6. No *deductible* applies to this coverage.
7. If AutoProtect+ is shown on the *certificate of insurance*, Emergency Road Assistance is automatically included.

Extended Equipment

1. If Extended Equipment is shown on the *certificate of insurance*, and there is a *premium* charged for this coverage, we will increase the limit of insurance of *your described vehicle* for Extended Equipment to the amount shown on *your certificate of insurance*.
2. All claims under this extension are subject to a *deductible*.

Extended Loss of Use

1. If Loss of Use and Extended Loss of Use are shown on *your certificate of insurance*, the Loss of Use limit included in this *policy* is extended to include the Extended Loss of Use amount shown on *your certificate of insurance*.

2. Loss of use paid out through the ICBC basic coverage found 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 certificate of insurance* provided by us.

Gap Protection

1. In the event that of a total loss to *your described vehicle* due to loss or damage directly or indirectly caused by a peril not otherwise excluded, and Gap Protection is shown on *your certificate of insurance*, we will pay the outstanding financed amount at the time of the loss, less:
 - a. the settlement amount of any *replacement cost* coverage provided to *you*;
 - b. the settlement amount of any Limited Depreciation Waiver coverage provided to *you*;
 - c. any loan balances owed from previous finance contracts which were added to the financing or loan contract balancing owing for *your described vehicle*; or
 - d. the *actual cash value* of *your described vehicle*.
2. No *deductible* applies to this coverage.

Limited Depreciation Waiver

1. In the event of a total loss to *your described vehicle* due to loss or damage directly or indirectly caused by a peril not otherwise excluded, and if Limited Depreciation Waiver is shown on *your certificate of insurance*, we agree to remove our right to deduct depreciation from the value of *your described vehicle*. We will pay the least of:
 - a. the actual purchase price of *your described vehicle* at the time of *your* purchase, including taxes and fees;
 - b. the manufacturer's suggested list price the *described vehicle* on the original date of purchase; or
 - c. the cost of replacing the *vehicle* with a new *vehicle* of the same make and model, similarly equipped.
2. No *deductible* applies to this coverage.

Lock Rekeying or Recoding

1. If Lock Rekeying or Recoding is shown on the *certificate of insurance*, in the event that *your* keys for the *described vehicle*:
 - a. are lost or stolen, or
 - b. the scanning code is compromised;we will reimburse *you* for the cost to replace the keys or transmitter for *your described vehicle*.
3. The most we will pay in total per *policy* term is \$1,500.
4. In the event that *your* keys are stolen, a report to the police and the police file number is required to be provided to us.
5. No *deductible* applies to this coverage.
6. If AutoProtect+ is shown on the *certificate of insurance*, Lock Rekeying or Recoding coverage is automatically included.

Loss of Use

1. If Loss of Use is shown on the *certificate of insurance*, in the event of an insured loss, and if the *described vehicle* is no longer operational, we will pay for the reasonable expenses incurred by *you* for alternative transportation, to a maximum \$2,000 per occurrence.
2. This coverage ends on the earliest of:
 - a. on the date that the *vehicle* is repaired or replaced;
 - b. the date we offer *you* a payment to settle the claim; or
 - c. when the \$2,000 limit of insurance is fully exhausted.
3. If Loss of Use is not shown on the *certificate of insurance*, and *your described vehicle* is stolen, we will pay for the reasonable expenses incurred by *you* for alternative transportation, to a maximum \$900 per occurrence.
4. This coverage ends on the earliest of:
 - d. on the date that the *vehicle* is repaired or replaced;
 - e. the date we offer *you* a payment to settle the claim; or
 - f. when the \$900 limit of insurance is fully exhausted.
5. This coverage begins after the theft has been reported to us and the police, and *you* provide the police file number to us.

6. This coverage excludes:
- electric *vehicle* service charge fees;
 - fuel fees charged for failing to return the *vehicle* with a full tank of fuel;
 - fees, other than vehicle license fees;
 - finest, charges, tickets, and traffic violation costs;
 - airport surcharges or taxes;
 - any other fee or fine related to the operation of the rental *vehicle* or the breach of the contract with the rental *vehicle* company;
 - insurance add-ons for insurance coverage sold through the rental *vehicle* company;
 - equipment rental fees; or
 - fuel costs and electricity charging costs related to the use of alternative transportation; however,
 - in the event that *your* original rental *vehicle* which suffered the loss or damage not otherwise excluded by this form was a full electric battery operated *vehicle* and *you* were unable to rent a substitute electric vehicle of like size, kind, and quality, *we* will pay for *your* fuel costs within the limit of insurance associated with renting a substitute *vehicle* powered by gasoline or diesel fuel; and
 - for this coverage to respond, *you* must keep all receipts for fuel consumption while *you* were in the care, custody, and control of the rented *vehicle*.
7. If AutoProtect+ is shown on the *certificate of insurance*, Loss of Use coverage is automatically included.

Alternative transportation means:

- renting a substitute *vehicle* of similar size, kind, and quality to *your described vehicle* from an established *vehicle* rental company or an established car sharing platform;
- passenger directed transportation through taxis or a ride sharing platform;
- public transit system; or
- using any other alternative transportation with *our* prior approval.

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
- regarding photos required before 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.

Loss Payee, Lienholder, or Finance Company

Joint Payment:

If *we* are settling a claim with *you* and *your described 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 by this *policy*.

Permission to Lease

- Where the *application* 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 the lessee and every other person who drives the *vehicle* with the lessee's consent. However, this does not increase the limit of insurance shown on the *certificate of insurance*.

Newly Acquired Vehicle

If *you* replace *your described vehicle* with a *newly acquired vehicle* and *you* no longer own *the described vehicle*:

- your policy* will extend to insure the *newly acquired vehicle* in place of the *described vehicle* for the same limits and coverages shown on your *certificate of insurance*, subject to the following:
 - you* inform *us* within 10 days of *your* acquisition of the *newly acquired vehicle*, and request for *us* to add it to *your policy* to become the new *described vehicle*, and pay any additional *premium* as required;
 - the limit of insurance for the *newly acquired vehicle* shall not exceed the market value or the purchase price, whichever is lower; and
 - coverage only applies to a private passenger type *vehicle* with a gross vehicle weight of 5,000kg or

less, and not used in the business of carrying passengers for compensation or transporting goods or products.

Personal Property

1. If Personal Property is shown on the *certificate of insurance*, in the event of an insured loss to *your described vehicle* or *other insured vehicle*, and *your personal property* located within *your described vehicle* or *other insured vehicle* suffers loss or damage directly caused by that insured loss, we will reimburse *you* up to:
 - a. \$1,000 for *your personal property*; or
 - b. \$2,500 for *your personal property* while *you* are away from home travelling for a minimum of seventy-two consecutive hours.
2. Reimbursement will require prior approval by *us* and requires *you* to submit to *us* acceptable evidence of loss, including:
 - a. proof of the existence of the *personal property* owned by *you*;
 - b. a copy of receipted bills for replacement or repair of *your personal property*; and
 - c. the police accident report in the event of theft or attempted theft.
3. Without increasing the limit of insurance provided by *us*, in the event of other *occupants* suffering a loss to their *personal property* while such *personal property* is located within *your described vehicle* or *other insured vehicle* at the time of loss, we will pay for the insured loss or damage to their *personal property*, subject to the same reimbursement requirements as *you*.
4. The basis of settlement for this coverage is *replacement cost*.
5. We will not pay for loss or damage directly or indirectly caused by mysterious disappearance.
6. No *deductible* applies to this coverage.
7. If AutoProtect+ is shown on the *certificate of insurance*, Personal Property coverage is automatically included.

Pet Protection

1. If AutoProtect+ is shown on the *certificate of insurance*, if *your domestic pet* suffers injury or death while in *your described vehicle* or *other insured vehicle* at the time of loss or damage insured by this *policy*, we agree to reimburse *you* up to \$1,500 per *policy* term for:
 - a. veterinary expenses made necessary due to injury or death; and
 - b. necessary veterinary cremation expenses.
2. Reimbursement will require prior approval by *us* and requires *you* to submit to *us* acceptable evidence of loss, including:
 - a. a copy of a veterinary statement;
 - b. a copy of receipted bills; and
 - c. any applicable police accident report obtained at the time of the accident.

Replacement Cost +

1. If Replacement Cost + is shown on *your certificate of insurance*, in the event of partial loss or damage to *your described vehicle*:
 - a. we will pay for the cost of repairing *your described vehicle* using new manufacturer's parts of like kind and quality, or
 - b. if the original manufacturer's parts are no longer available, we will cover the cost of repairing *your described vehicle* using new parts of like kind and quality from or recommended by the manufacturer.
2. If Replacement Cost + is shown on *your certificate of insurance*, in the event of loss or damage to *your described vehicle* and the *described vehicle* is:
 - a. damaged to the extent that it is considered a *replacement cost total loss*, or
 - b. not recovered in the event of theft of the entire *described vehicle*;we will replace the *described vehicle* with the most current model year of *your described vehicle* of the same make and model, including taxes and with similar specifications and equipment; or if no such *vehicle* is available, we will replace the *described vehicle* with a new *vehicle* having similar specifications and equipment of similar or equal value.
3. In the event that *you* do not agree to the *described vehicle* being replaced, we shall pay *you* the least of:
 - a. the actual purchase price of *your described vehicle*, including taxes at the original date of purchase; or
 - b. the manufacturer's suggested list price of the *described vehicle*, including taxes at its original date of purchase.

4. In the event of a loss payable by this *policy* and under this *Replacement Cost* + coverage:
 - a. *you* must produce the bill of sale for the *described vehicle* and all equipment or enhancements and the APV9T Transfer/Tax form, or the lease agreement if the *described vehicle* is a leased *vehicle*, and
 - b. the loss or damage must occur within 60-months of *your* date of purchase of *your described vehicle*, or if the 60-month period expires during the *policy term*, the loss or damage occurs before the expiry of the *policy*.
5. We will not pay for:
 - a. betterment resulting from repair or replacement with respect to prior unrepaired loss or damage to *your described vehicle*;
 - b. in the event of a partial loss, tires, and batteries beyond their *actual cash value*;
 - c. accelerated depreciation of the value of *your described vehicle* as a result of the repair of any damage suffered during the occurrence;
 - d. loss or damage under this extension for any *other insured vehicle*; or
 - e. any claim for loss of use of the *described vehicle*.

Rental Vehicle Coverage

If Rental Vehicle Coverage is shown on the *certificate of insurance*, if *you* rent a private passenger *vehicle* in the coverage territory insured by this *policy*:

1. we agree to cover *you*, *your spouse*, and any person who was lawfully operating the rented *vehicle* with the express consent of its owner for any lawful claim made by the rental company for loss or damage not otherwise excluded by this *policy*, directly or indirectly caused by the negligence of a person described in this sentence; and
2. *your policy* will extend to insure the rented *vehicle* for the same limits and coverages shown on *your certificate of insurance* for *your described vehicle* while the rental *vehicle* is in *your* care, custody, and control, subject to the following:
 - a. coverage only applies to a private passenger type *vehicle* with a gross vehicle weight of 5,000kg or less, and not used in the business of carrying passengers for compensation or transporting goods or products;
 - b. the rental *vehicle* contract is set for a maximum of thirty consecutive days for any one specific rental *vehicle*;
 - c. while operating the rental *vehicle*, the *described vehicle* is parked and not in use by any person;
 - d. all terms and conditions of this *policy* still apply; and
 - e. the rental *vehicle* is used with the express consent of its owner.
3. This coverage excludes:
 - a. electric *vehicle* service charge fees;
 - b. fuel fees charged for failing to return the *vehicle* with a full tank of fuel;
 - c. fees;
 - d. fines, charges, tickets, and traffic violation costs;
 - e. airport surcharges or taxes;
 - f. any other fee or fine related to the operation of the rental *vehicle* or the breach of the contract with the rental *vehicle* company;
 - g. insurance add-ons for insurance coverage sold through the rental *vehicle* company;
 - h. equipment rental fees; or
 - i. fuel costs and electricity charging costs related to the use of alternative transportation; however,
 - i. in the event that *your* original rental *vehicle* which suffered the loss or damage not otherwise excluded by this form was a full electric battery operated *vehicle* and *you* were unable to rent a substitute electric battery operated *vehicle* of like size, kind, and quality, we will pay for *your* fuel costs within the limit of insurance associated with renting a substitute *vehicle* powered by gasoline or diesel fuel; and
 - A. for this coverage to respond, *you* must keep all receipts for fuel consumption while *you* were in the care, custody, and control of the rented *vehicle*.
4. If AutoProtect+ is shown on the *certificate of insurance*, Rental Vehicle coverage is automatically included.

Rental Vehicle – Loss of Use

1. If Rental Vehicle – Loss of Use is shown on the *certificate of insurance*, in the event of loss or damage to the rental *vehicle* insured by this *policy*, and *you* need a rental *vehicle* of like size, kind, and quality to *your*

described vehicle, this *policy* will extend to include Loss of Use coverage, subject to:

- a. a maximum of \$100 per day, to a total limit of \$1,500 per occurrence, for replacement transportation if the rental *vehicle* is undriveable due to an accident or theft of the entire *vehicle*; and
 - b. coverage is provided on a reimbursement basis.
2. We will only reimburse *you* for Loss of Use coverage costs which begin:
- a. at the time the loss or damage to the rental *vehicle* occurs which caused the rental *vehicle* to be inoperable under its own power;
 - b. in the event of the total theft of *your* rented *vehicle*, at 12:01am the day following the report to the local police authority, the owner of the rental *vehicle*, and to *us*; or
 - c. at the time the rental *vehicle* is delivered for repair of loss or damage.
3. Coverage will end:
- a. on the date of the repairs to the original rental *vehicle*;
 - b. upon an earlier date if *we* make a settlement on *your* behalf of the rental *vehicle*; or
 - c. upon the expiry of *your* rental *vehicle* agreement; whichever occurs first.
5. This coverage excludes:
- a. electric *vehicle* service charge fees;
 - b. fuel fees charged for failing to return the *vehicle* with a full tank of fuel;
 - c. fees, other than vehicle license fees;
 - d. fines, charges, tickets, and traffic violation costs;
 - e. airport surcharges or taxes;
 - f. any other fee or fine related to the operation of the rental *vehicle* or the breach of the contract with the rental *vehicle* company;
 - g. insurance add-ons for insurance coverage sold through the rental *vehicle* company;
 - h. equipment rental fees; or
 - i. fuel costs and electricity charging costs related to the use of alternative transportation; however,
 - i. in the event that *your* original rental *vehicle* which suffered the loss or damage not otherwise excluded by this form was a full electric battery operated *vehicle* and *you* were unable to rent a substitute electric vehicle of like size, kind, and quality, *we* will pay for *your* fuel costs within the limit of insurance associated with renting a substitute *vehicle* powered by gasoline or diesel fuel; and
 - A. for this coverage to respond, *you* must keep all receipts for fuel consumption while *you* were in the care, custody, and control of the rented *vehicle*.
6. If AutoProtect+ is shown on the *certificate of insurance*, Rental *Vehicle* – Loss of Use coverage is automatically included.

Temporary Substitute Vehicle

If *you* borrow a *temporary substitute vehicle* with the express consent of the owner:

1. *your policy* will extend to insure the *temporary substitute vehicle* for the same limits and coverages shown on *your certificate of insurance* for *your described vehicle* while the *temporary substitute vehicle* is in *your* care, custody, and control, subject to the following:
 - a. coverage only applies to a to a private passenger type *vehicle* with a gross vehicle weight of 5,000kg or less, and not used in the business of carrying passengers for compensation or transporting goods or products;
 - b. coverage is provided for a maximum of 30 consecutive days for any one specific *temporary substitute vehicle*;
 - c. while operating the *temporary substitute vehicle*, the *described vehicle* is parked and not in use by any person;
 - d. all terms and conditions of this *policy* still apply; and
 - e. the *temporary substitute vehicle* is used with the express consent of its owner.

Travel Protection

1. If Travel Protection is shown on the *certificate of insurance*, if during a trip away from home with *your described vehicle*, *you* suffer loss or damage insured by this *policy* and *your described vehicle* is deemed inoperable, *we* will reimburse *you* for reasonable expenses incurred by *you* for up to:
 - a. \$1,000 per occurrence for additional living expenses due to the cost of:
 - i. renting accommodations,

- ii. meals,
 - iii. transportation costs other than a rented *vehicle*,
 - iv. and telephone calls or texts;
- b. \$750 to tow *your described vehicle* home for repairs or to deliver the recovered *described vehicle* home;
- c. \$1,000 for alternative transportation;
- d. \$1,000 for each person to return home using the most direct route available to a maximum of \$4,000; and
- e. \$250 for towing expenses but only for those expenses unrelated to towing *your described vehicle* home.
- 2. In order for coverage to respond, *you* must:
 - a. notify *us* as soon as possible of the loss or damage for coverage to begin;
 - b. in the event of theft, attempted theft, or vandalism, notify the police and provide the police report number; and
 - c. present to *us* valid receipts of *your* expenses incurred to be reimbursed.
- 3. This coverage ends 12 hours after *you* arrive home.
- 4. No *deductible* applies to this coverage.
- 5. If AutoProtect+ is shown on the *certificate of insurance*, Travel Protection coverage is automatically included.

Alternative transportation means:

- 1. renting for a rental *vehicle* of similar size, kind, and quality to *your described vehicle* from an established *vehicle* rental company or an established car sharing platform;
- 2. passenger directed transportation through taxis or a ride sharing platform;
- 3. public transit system; or
- 4. using any other alternative transportation with *our* prior approval.

For alternative transportation sourced through a car sharing platform:

- 1. the most *we* will pay is for an equivalent *vehicle* that *we* can source through *our* own vendor; and
- 2. regarding photos required before pre-trip photos, there is no coverage:
 - a. for car share platforms that do not have a pre-trip photo upload feature on their smartphone app, that they make available to *you*;
 - b. 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
 - c. if *your* car share platform will not release those photos to *us* in the event of a claim.

Unidentified Vehicle Property Coverage

- 1. If collision coverage is shown on *your certificate of insurance*, *we* will pay for that loss or damage not otherwise excluded by this *policy* to *your described vehicle* directly caused by an unidentified *vehicle*.
- 2. The collision *deductible* shown on *your certificate of insurance* applies to this coverage.

Section 7: 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,
 - (i) 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 license 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, damages 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 ten, "registered" means registered in or outside Canada.

Section 8: Additional Conditions

Legal Action Against Us

1. No *action* shall lie against *us* until the amount of *your* obligation to pay has been finally determined either by judgement against *you* after actual trial, or by written agreement, by *you*, the claimant, and *us*.
2. *We* will not be liable for *compensatory damages* that are not payable under the terms of this *policy* or that are in excess of the applicable limit of insurance.
3. *You* do not, nor does any other insured, have the right under this *policy* to join *us* into any *action* against *you*.
4. Every *action* against *us* is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

Loss or Claims

1. In the event of any accident, loss, or damage involving *bodily injury* or property damage *you* must promptly, without undue delay, provide to *us* any claim numbers provided by responding police, fire, and emergency response services.
2. *You* or any other insured must:

- a. immediately send *us* copies of any demands, notices, summonses, or legal papers received in connection with the claim or *action*;
- b. authorize *us* to obtain records and other information;
- c. assist *us*, at *our* request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply;
- d. do as much as is reasonably possible to protect *your described vehicle* or *other insured vehicle* from further loss;
- e. make no repairs beyond those needed for the protection of *your described vehicle* or *other insured vehicle* from further loss or damage;
- f. not remove evidence of the damage without *our* express consent; and
- g. not dispose of *your described vehicle* or *other insured vehicle* without *our* express consent.

Our Right to Repair or Rebuild the Automobile

We have the right to repair or rebuild the *described vehicle* or *other insured vehicle*. If we choose to repair or rebuild *your described vehicle* or *other insured vehicle*, we reserve the right to conclude the work despite increased costs which were unforeseen when we decided to repair or rebuild.

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* or *other insured 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.

Section 9: Definitions

Abuse

means the transmission of communicable diseases, any act, threat, or failure to act involving assault, battery, molestation, harassment, corporal punishment, or any other form of emotional, mental, physical, psychological, or sexual *abuse*.

Action

means a civil proceeding in which *compensatory damages* because of *bodily injury* or property damage to which this insurance applies are alleged.

Action includes:

1. an arbitration proceeding in which such *compensatory damages* are claimed and to which *you* must submit to, or do submit to with *our* consent; or any other alternative dispute resolution proceeding in which such *compensatory damages* are claimed, and to which *you* submit to with *our* consent.

Actual cash value

means the market value of the property, and considers such things as the *replacement cost* less depreciation and obsolescence. In determining depreciation, we will consider the condition of the property immediately prior to the loss or damage occurring, the market or resale value, wear and tear, and the normal life expectancy.

Additional drivers

means:

1. a member of *your* household who regularly lives with *you* or lives away at school and has returned home to visit;
2. a driver with a learner's license;
3. *your employee*; and
4. any person who drives the *described vehicle* more than 12 days during the *policy* period shown on the *certificate of insurance*.

Application

means the formal request for Optional Insurance coverage which *you* declared specific information in order to allow *us* to accurately underwrite and rate *your* application for insurance coverage. The *application* is completed with *your broker*, and is confirmed of its acceptability by the presentation of a *certificate of insurance* in exchange for the *policy premium* paid.

Bodily injury

means *bodily injury*, sickness, or disease sustained by a person, and includes death resulting from any of these at any time.

Broker

means licensed insurance professional.

Business use

means use of a *vehicle* in the business or profession of the Insured and includes use of a *vehicle* by an *employee* who is paid by his employer for that use, but does not include *commercial use* of the *vehicle*.

Certificate of insurance

means the written document of the schedule of insurance coverages applicable to this *policy*, based upon the information *you* supplied to *your broker* in *your application* for insurance. This includes *your* name or organization, *your* address, rate, *territory*, *described vehicle*, rate and *vehicle* use. It lists the coverages *you* have purchased, and the *premium* paid for those coverages, the period during which coverage begins and expires, and *our* information for *you*. Coverages identified must show as included or have a *premium* attached for the coverage to apply to *your policy*.

Commercial use

means use of a *vehicle* for the delivery or carriage of goods or living beings.

Compensatory damages

mean damages due or awarded in payment for actual injury or economic loss but does not include punitive or exemplary damages or the multiple portion of any multiplied damage award, damages sought by civil authority by way of fines, penalties, offences, or charges, or by way of statute or regulations, or payment of sums or satisfaction of fines.

Computer attack

means:

1. unauthorized use of or access to a computer or any electronic equipment or an appliance;
2. denial of service, malware, ransomware; or
3. inability to receive, transmit, or use *data*.

Computer system

means any:

1. computer;
2. hardware or software;
3. communications system;
4. electronic device including, but not limited to, a smart phone, laptop, tablet, camera, GPS or similar device, or a wearable device;
5. server or cloud; or
6. microcontroller; and
 - a. includes any similar system or any configuration of the aforementioned; andincludes any associated input, output, *data* storage device, networking equipment or back up facility, owned or operated by *you* or any other party.

Cyber act

means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any *computer system*.

Cyber incident

means:

1. an unauthorized or malicious act or series of related unauthorized or malicious acts, regardless of time and place; or threat or hoax thereof; or
2. any failure to act, error or omission, accident, or series of related failures to act, errors or omissions, or accidents; or
3. any breach of duty, statutory duty, regulatory duty, or trust, or series of related breaches of duty, statutory duty, regulatory duty, or trust;

involving access to, processing of, use of, operation of any *computer system*, or any *data* by any person or groups of persons.

Data

means information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, process, transmitted, or stored by a *computer system*.

Data problem

means:

1. erasure, destruction, corruption, misappropriation, or misinterpretation of *data*;
2. error in creating, amending, entering, deleting, or using *data*; or
3. inability to receive, transmit, or use *data*.

Deductible

means the portion of the claim payable by *you*.

Described vehicle

means the automobile, and its permanently attached equipment which is not otherwise excluded by this *policy*, as shown on the *application* and *certificate of insurance* which is specifically insured by this *policy*.

Domestic pet

means *your* own cat or dog who lives with *you* in *your* household on a full time basis.

Earthquake

means seismic shock, whether due to natural or human-caused causes; and includes snowslide, landslide, subsidence, liquefaction, volcanic eruption, and other earth movement, if they occur concurrently with and are a direct results of the seismic shock.

Electronic data

means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, *data* processing devices, or any other media which are used with electronically controlled equipment.

Employee

means a person employed by *you* who receives wages or salary whose duties are exclusively in connection with the maintenance or use of *your* dwelling occupied as *your* residence, including the performance of household or domestic services that are not in connection with any farming, business, commercial, industrial, or manufacturing operations.

Fungi

includes, but is not limited to, any form or type of mould, yeast, mushroom, or mildew, whether or not allergenic, pathogenic, or toxigenic, and any substance, vapour, or gas, produced by, emitted from, or arising out of any *fungi* or *spores*, or resultant mycotoxins, allergens, or pathogens.

Named insured

means

1. the person or organization named on the application and the *certificate of insurance* as the insured person or organization covered by this *policy*; and
2. the lessee or lienholder of the *described vehicle* on the *certificate of insurance*.

Occupant

means a person, including the driver, in or on a *vehicle*, or getting into, on, out of, or off a *vehicle*.

Other insured vehicle

means any other *vehicle* covered under a particular section of this *policy* and which only include:

1. a newly acquired *vehicle*;
2. a *temporary substitute vehicle*; and
3. a rented *vehicle*.

Personal property

means *your* own belongings which temporarily in *your described vehicle* at the time of the loss or damage which are not used in whole or in part for business or commercial operations.

Personal property does not include jewellery, precious and semi-precious stones, watches, books of account, evidence of debt or title or debt, money, cash, cash cards and gift cards, currency, coins, bullion, or securities.

Policy

means the *application*, the *certificate of insurance*, and all applicable wordings.

Premium

means the amount *you* paid as shown on the *certificate of insurance*.

Principal driver

means the person who will drive the *described vehicle* the most during the *policy* period shown on the *certificate of insurance*.

Protest

means a statement or action expressing dissent or disapproval.

Rate class

means the designation shown on the *certificate of insurance* of the driver's use of the *vehicle*, including but not limited, the *vehicles* use, *their* driving experience, *territory*, and other factors.

Replacement cost

means the cost to repair or replace with new materials of like size, kind, and quality, whichever is less, without deduction for depreciation.

Replacement cost total loss

means that condition of the *described vehicle* that exists when it might be feasible to repair it, but the cost of such repair would exceed the following percentage of the *described vehicle's actual cash value* in the condition it was immediately prior to the occurrence of the loss or damage for which coverage is provided by this *policy*:

<i>Described Vehicle Model Year</i>	<i>Percentage of the Described Vehicle's Actual Cash Value</i>
Year 1	50%
Year 2	50%
Year 3	50%
Year 4	90%
Year 5	90%

Riot

means a disturbance of the public peace by three or more persons acting together in a disrupting and tumultuous manner in carrying out a common purpose.

Spores

means any reproductive particle or microscopic fragment produced by, emitted from, or arising out of any *fungi*.

Spouse

means a person who is:

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

Temporary substitute vehicle

means a *vehicle* not owned by *you*, nor by any person residing in the same dwelling premises as *you*, while temporarily used as the substitute for the *described vehicle*, which is not in use by a *named insured* because of its breakdown, repair, servicing, loss, destruction, or sale.

Territory

means the location where the *described vehicle* is primarily kept when not in use as identified on the *application* and determined by *us*.

Terrorism

means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force dangerous to human life, property, or infrastructure that is committed by an individual or individuals or committed by or on behalf of any group, organization, or government for the purpose of influencing any government, instilling fear in the public or section of the public, or to coerce a civilian population, or to influence the *policy* or affect the conduct of any government by coercion.

Vehicle

means a device in, on, or by which a person or things is or may be transported or drawn on land, but does not include:

1. a device designed to be moved by human or animal power;
2. a device used exclusively on stationary rails or tracks; or
3. farm machinery; or
4. a motor assisted cycle.

Volunteer

means a person who:

1. donates their work and performs or acts at the direction of and within the scope of duties determined by *you*; and
2. is not paid a fee, salary, or other compensation for their work performed.

We, us, our

means Four Points Insurance Company Ltd. and *our* affiliates.

You, your, yourself

means:

1. the designated owner or lessee of the *described vehicle* specified on the *application* and *certificate of insurance*;
2. the *principal operator*;
3. an *additional driver*;
4. a *named insured*; and
5. the lessor.