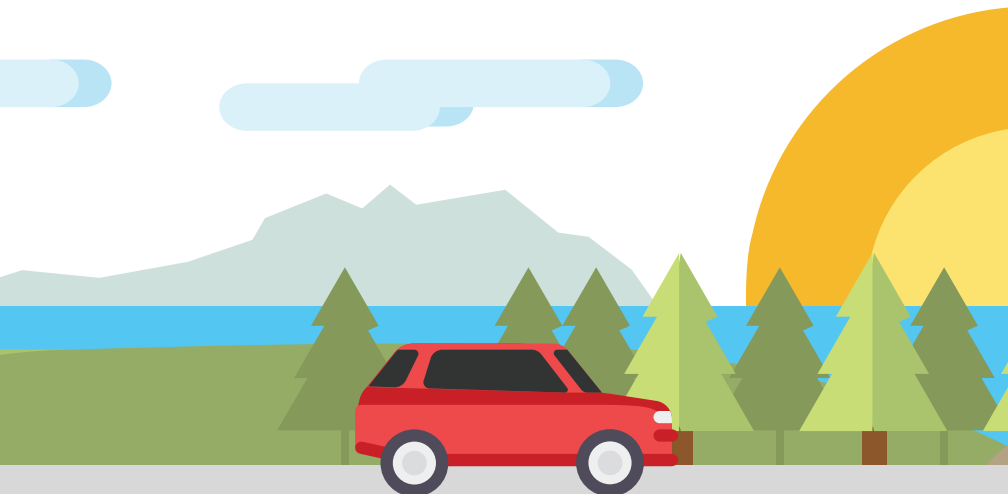




**MEMBERSHIP  
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# BCAA Optional Car Insurance Policy



Effective: March 15, 2019

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## Your privacy

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CAA Insurance and BCAA are committed to protecting the privacy and the confidentiality of your personal information. To view the CAA insurance Company's Privacy Policy, please visit [caasco.com/privacy](http://caasco.com/privacy) and to view BCAA's Privacy Policy please visit [bcaa.com/privacy](http://bcaa.com/privacy).

## INTRODUCING YOUR POLICY

This is your policy for optional vehicle insurance, which is in addition to the mandatory Basic Autoplan insurance provided by the Insurance Corporation of British Columbia (ICBC).

If you own a motor vehicle that is operated on a highway in British Columbia, the law requires you to purchase ICBC Basic Autoplan insurance for third party liability, no-fault accident benefits and underinsured motorist protection. You have decided to buy this BCAA Optional Car Insurance policy for additional insurance to protect yourself against other risks. To determine what coverage you have, please read your BCAA Optional Car Insurance Auto Declaration Page, which lists the coverages you paid a premium for or which are provided to you at no cost. See the applicable sections of this policy booklet for the details of each coverage and the conditions that apply.

This policy is written in plain language to make it easier for you to understand the insurance coverage you have purchased. Please read it carefully so you know your rights and obligations and our rights and obligations.

### Summary of contents:

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#### Section 1 General provisions

Contains information that applies to the entire policy. In order to understand what is covered and what is not covered by each coverage, you should read section 1, section 2 and the sections of this policy booklet that are applicable to the coverages you have purchased.

#### Section 2 Covered vehicles

Explains what types of vehicles are covered by this policy.

#### Section 3 Extended third party liability coverage

Describes what we will cover if you or another insured person is responsible for an accident that causes injury, death or property damage to others.

#### Section 4 Collision and comprehensive coverage

Describes coverage against loss of or damage to your vehicle.

#### Section 5 Optional coverages

Describes what we will cover if you purchase any of the optional coverages from this section.

#### Section 6 Prescribed conditions

Sets out the conditions that are required by the Insurance (Vehicle) Act to be included in all vehicle insurance policies in British Columbia. For convenience, simplified versions of some parts of the prescribed conditions have been included in the sections of the policy where they apply. If there is a discrepancy between the prescribed conditions and the wording in the policy, the prescribed conditions in the Act prevail.

## GENERAL PROVISIONS

The terms and conditions of this section apply to all sections of this policy.

### 1.1 Insuring agreement

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

- your completed BCAA Optional Car Insurance Application;
- your BCAA Optional Car Insurance Declaration Page; and
- this policy wording booklet.

We agree to provide you with the insurance coverage summarized on your BCAA Optional Car Insurance Declaration Page and described in this policy wording booklet, in exchange for the payment of the premiums stated on your Declaration Page and the statements made by you in your Insurance Application. This insurance coverage is subject to the limits, terms and conditions contained in this policy.

You only have a particular coverage if your declaration page shows a premium for it or shows that the coverage is included.

It is critically important that you provide complete and accurate information in completing your application for insurance.

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.

#### 1.1.1 Where and when you are covered

This policy covers you and other insured persons for incidents occurring in Canada or the United States of America, or on a vessel travelling between those two countries, during the effective dates of this policy.

#### 1.1.2 Conditions of coverage

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

You must be a resident of British Columbia and the described vehicle must be registered in British Columbia and must have ICBC Basic Autoplan insurance in place.

#### 1.1.3 One accident forgiveness

We will forgive the first at-fault accident you or another insured person has. This means that we will

not raise your premium when you renew your policy just because you or another insured person has an at-fault accident covered by this policy.

Once we have forgiven the first at-fault accident, your premium will be affected if you or another insured person has another at-fault accident in the next 6 years.

## 1.2 Definitions

In addition to the definitions below, the definitions in section 1 of the Insurance (Vehicle) Act and section 1 of the Insurance (Vehicle) Regulation also apply to this policy.

### Covered/coverage

When we talk of someone or something being “covered”, we mean that they are protected by this policy. When we speak of “coverage”, we are describing the types of protection this policy provides and the limit of coverage for each type.

### Declaration page

When we refer to “your declaration page”, “the declaration page” or “declaration”, this means your BCAA Optional Car Insurance Declaration Page for the current policy period. Your declaration page shows your name and/or organization, the described vehicle, the coverages purchased, the premiums charged, and the period coverage is in effect.

### Described vehicle and vehicle

In this policy, there is a difference between “described vehicle” and “vehicle”. When we refer to the “described vehicle”, we mean the vehicle or trailer that is shown on your declaration page and is specifically insured under this policy.

If this policy is for motorcycle insurance, “described vehicle” means the motorcycle, sidecar, or motorcycle trailer that is shown on your declaration page.

When we refer to the “vehicle”, we mean the described vehicle or any of the following vehicles that are specifically covered under a section of this policy:

- a newly acquired vehicle,
- a temporary substitute vehicle,
- a non-owned vehicle, or
- trailers, in certain circumstances.

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

### Insured persons

Other people may also be covered by this policy under certain conditions. We call both them and you “insured persons”.

### Named insured

The “named insured” is the person or organization named in the declaration page as the named insured and to whom this policy is issued.

### Private passenger vehicle

A private passenger vehicle is a motor vehicle that is registered and licensed under the Motor Vehicle Act as a private passenger vehicle, or would be if it were licensed in British Columbia. A motorhome is not a private passenger vehicle.

### **This policy**

When we refer to “this policy”, this means your BCAA Optional Car Insurance Application, your declaration page and this policy wording booklet.

### **We, our and us**

“We”, “our” and “us” means the CAA Insurance Company providing the insurance under this policy.

### **You and your**

Throughout this policy the words “you” and “your” means the person or organization shown on the declaration page as the named insured.

If the described vehicle is a leased vehicle and the name of the leasing company is stated on your BCAA Optional Car Insurance Application, the words “you” and “your” in sections 1, 3 and 4 means both the lessor and the named insured, unless otherwise provided and subject to any limitations contained in those sections.

## **1.3 Your responsibilities**

It is important that you meet your responsibilities. Failure to do so may result in claims under this policy being denied.

By accepting this contract you agree to the following conditions:

- You will notify us promptly of any change in the information in your BCAA Optional Car Insurance Application or your declaration page, such as the principal driver or occasional drivers.
- You will notify us promptly of any significant change of which you are aware in your status as a driver, owner or lessee of the described vehicle.
- You will notify us promptly of any change that might increase the risk of an accident or affect our willingness to insure you at current rates.
- You will notify us within 10 days after:
  - any change in your address from the address set out in your declaration page; or
  - you acquire a substitute vehicle for the described vehicle.
- You will notify us prior to any change in the use of the described vehicle that affects the rate class set out on your declaration page.

### **Example**

If you used the described vehicle for pleasure purposes only when you purchased the policy and now plan to start using it to drive yourself to and from work, you must report this to us before you start doing so.

- You will notify us within 30 days of any change in the territory where the described vehicle is kept when it is not in use.
- You will notify us promptly of any sale or transfer of your interest in the described vehicle, except through change of title by succession, death or proceedings under the Bankruptcy and Insolvency Act (Canada).

If you have purchased Extended Third Party Liability Coverage, additional responsibilities in the event of an accident involving an insured person or vehicle are set out in section 6, prescribed condition 4.

If you have purchased Collision and Comprehensive Coverage, additional responsibilities in the event of loss or damage to the vehicle are set out in section 6, prescribed condition 5.

## 1.4 Cancelling your insurance

This policy may be cancelled by you or us, in accordance with section 6, prescribed condition 10.

## 1.5 Exclusions

### 1.5.1 Prohibited use

There is no coverage under this policy for you or any other insured person who is in violation of section 6, prescribed condition 3 regarding prohibited use of the vehicle.

### 1.5.2 Excluded uses

There is no coverage under this policy while:

- the vehicle is used to carry explosives or radioactive material; or
- the vehicle is used as a taxicab, bus, a sightseeing conveyance or to carry paying passengers. However, we don't consider the following as situations involving carrying paying passengers:
  - giving a ride to someone in return for a ride;
  - sharing the cost of an occasional trip with others in the vehicle;
  - carrying a domestic worker hired by you or your spouse;
  - occasionally carrying children to or from school activities that are conducted within the educational program; or
  - carrying current or prospective clients and customers.

### 1.5.3 Driving without permission

There is no coverage under this policy for a person who is an occupant of a vehicle and knows or reasonably ought to know that the vehicle is being used or operated without the consent of the owner or the lessee of the vehicle.

An occupant is a person driving, being carried in or upon, entering, exiting or getting onto or off a vehicle.

### 1.5.4 Leased vehicles

There is no coverage under this policy if you rent or lease the vehicle to someone else. Where the described vehicle is a leased vehicle, there is no coverage under this policy if the vehicle is rented or leased to someone other than the named insured.

We do not consider it renting or leasing if an insured person uses the vehicle for an employer's business and is paid for using it.



## COVERED VEHICLES

The coverage that you have purchased for the described vehicle may extend to certain other vehicles in certain circumstances, depending on the type of vehicle and coverage. The different types of vehicles are described below. The coverage sections of this policy booklet specify which types of vehicles are covered under those sections.

### 2.1 Described vehicle

The described vehicle is the vehicle, trailer, motorcycle, sidecar, or motorcycle trailer that is shown on your declaration page and is specifically insured under this policy.

### 2.2 Newly acquired vehicle

A newly acquired vehicle is a vehicle or trailer that you acquire as a replacement for the described vehicle and for which you have obtained ICBC Basic Autoplan insurance coverage. We will cover a newly acquired vehicle, but only if:

- you inform us of the newly acquired vehicle within 10 days of the date of delivery and pay any additional premium required; and
- using the BC license plate from the described vehicle on the newly acquired vehicle meets the conditions and requirements of ICBC, and
- you are not in the business of selling vehicles.

A newly acquired vehicle will have the same optional coverages as the described vehicle from which the BC license plate is transferred from.

### 2.3 Temporary substitute vehicle

A temporary substitute vehicle is a vehicle that is temporarily used while the 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, loss, destruction or sale. A temporary substitute vehicle does not include a vehicle owned by or leased to you or anyone living in the same dwelling as you.

#### Example

A courtesy car provided to you by a garage while you are having the described vehicle serviced is a common example of a temporary substitute vehicle.

### 2.4 Non-owned vehicle

A non-owned vehicle is any private passenger vehicle, other than the described vehicle, that is being driven by you or your spouse that lives with you.

#### Example

A rental vehicle that is rented by you or your spouse is a common example of a non-owned vehicle.

For a non-owned vehicle to be covered, the following conditions apply:

- The described vehicle must be a private passenger vehicle.
- The named insured(s) is an individual or are spouses.
- Neither you nor your spouse is driving the non-owned vehicle in connection with the business of selling, repairing, maintaining, storing, servicing or parking vehicles.
- The non-owned vehicle is not being used to carry paying passengers or to make commercial deliveries.
- The non-owned vehicle is not owned or regularly used by you or anyone living in the same dwelling as you.
- The non-owned vehicle is not owned, hired or leased by your employer or the employer of anyone living in your household.

If the named insured is a company, a non-owned vehicle is any private passenger vehicle, other than the described vehicle, that is being driven by the employee, or their spouse who lives with them, for whose regular use the described vehicle is supplied.

For a non-owned vehicle to be covered where the named insured is a company, the following conditions apply:

- The described vehicle must be a private passenger vehicle.
- Neither the employee nor their spouse owns or leases a private passenger vehicle.
- Neither the employee nor their spouse is driving the non-owned vehicle in connection with the business of selling, repairing, maintaining, storing, servicing or parking automobiles.
- The non-owned vehicle is not being used to carry paying passengers or to make commercial deliveries.
- The non-owned vehicle must not be owned, hired, leased or regularly or frequently used by you or any of your employees or by anyone living in the same dwelling as you or any of your employees.

## 2.5 Trailer

A trailer is any trailer used in connection with these vehicles.

A motor vehicle with one or more trailers attached is treated as a single vehicle with respect to the limits of liability under Extended Third Party Liability coverage.

## SECTION 3

# EXTENDED THIRD PARTY LIABILITY COVERAGE

Coverage is only provided under this section if your declaration page shows a premium for it and which has been paid.

## 3.1 What we cover

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.

This policy contains prohibitions relating to persons or classes of persons, exclusions of risks or

limits of coverage that are not in the insurance it extends.

Your underlying mandatory ICBC Basic Autoplan insurance for the described vehicle covers you and other insured persons for liability for bodily injury or property damage arising out of the use or operation of the vehicle. We agree to extend the limit of third party liability insurance coverage provided to you and other insured persons by the underlying ICBC Basic Autoplan insurance, up to the amount shown on your declaration page.

This coverage is subject to the limits, terms and conditions contained in this policy and the provisions of the Insurance (Vehicle) Act and the Insurance (Vehicle) Regulation relating to third party liability coverage under the mandatory ICBC Basic Autoplan insurance.

### **3.1.1 If someone makes a claim or sues**

If someone makes a claim against or sues you or any other insured persons for damages arising out of the use or operation of the vehicle, each of you must comply with the requirements of the ICBC Basic Autoplan third party liability coverage. ICBC is obliged to assist in responding to the claim and to defend any lawsuit brought against you or other insured persons.

When the claim against you or any other insured persons is for an amount in excess of the limits of the ICBC Basic Autoplan insurance, once we receive notice of the claim, we will at our expense:

- assist in investigating and negotiating a settlement of the claim, if this is necessary in our opinion; and
- defend the lawsuit brought against you or any other insured persons.

If you are being sued for more than the combined limits of coverage afforded by ICBC and by this policy, you may wish to hire, at your cost, your own lawyer to protect yourself against the additional risk.

## **3.2 Who is covered**

You and other insured persons under this section are covered for liability arising out of the use or operation of certain vehicles.

You are covered for liability arising out of your use or operation of the described vehicle, a newly acquired vehicle, a temporary substitute vehicle and any trailer used in connection with these vehicles.

Your family members that live with you are covered for liability arising out of their use or operation of any of these vehicles.

Anyone else who drives or operates any part of these vehicles with your consent is covered for liability arising out of that use or operation.

You are covered when you operate a non-owned vehicle. Your spouse, who lives with you is also covered when he or she operates a non-owned vehicle. Where the named insured is a company, the employee for whose regular use the described vehicle is supplied is covered when he or she operates a non-owned vehicle. The employee's spouse who lives with the employee is also covered when he or she operates a non-owned vehicle.

We will consider these other people to be insured persons. However, a person who sells, repairs, maintains, stores, services or parks vehicles as part of a business is not covered under this section while they are involved in conducting that business, unless the person is the owner or the lessee of

the vehicle involved in an accident or is the partner or employee of the owner or lessee.

Where the described vehicle is a leased vehicle, the lessor's coverage under this section is limited to liability arising with respect to the described vehicle or a newly acquired vehicle that is covered by this policy and is leased to the named insured by the lessor.

### 3.3 How much will we pay

The most we will pay under this section on behalf of you and any other insured persons for any one accident is the limit of coverage shown on your declaration page. This is the maximum amount we will pay in respect of any one accident even if more than one insured person is liable or if the accident involves a motor vehicle with one or more trailers attached.

In addition, where coverage is provided under this section, we will, together with ICBC and any other contributing insurers:

- pay any pre-judgment or post-judgment interest payable on that part of a judgment that falls within the limits of coverage under this policy;
- pay any costs awarded against you or another insured person in an action defended by us;
- reimburse you or another insured person for reasonable payments for emergency medical aid for someone who was injured in the accident; and
- pay costs incurred for fire extinguishers, jacks or other necessary emergency equipment or supplies provided to you or another insured person.

We will contribute to the payment of these additional expenses on a pro rata basis between ourselves and the other insurers.

#### Example

You have purchased the mandatory \$200,000 ICBC Basic Autoplan insurance and \$1,800,000 in Extended Third Party Liability Coverage from us, for a combined total of \$2,000,000 in coverage. You are sued for injuries suffered by another person in an accident that you are legally responsible for. ICBC has defended the action on your behalf and the court orders you to pay \$800,000 in damages plus \$10,000 pre-judgment interest and \$25,000 in legal costs.

ICBC pays \$200,000 of the damage award. We will pay the remaining \$600,000 of the damage award. Payment of the \$10,000 in pre-judgment interest and the \$25,000 legal costs will be shared by ICBC and us.

#### 3.3.1 Non-owned vehicles

With respect to liability arising out of the use and operation of non-owned vehicles, where an insured person is covered by this policy and by one or more other policies issued by us, we will pay under the policy with the highest limit. If the policy limits are equal, we will decide which policy applies.

#### Example

You own two vehicles. One vehicle is insured under this policy for up to \$2,000,000 and the other is insured under a separate policy for up to \$1,000,000. You are driving a rental vehicle and you are involved in an accident. We will pay under the policy with the higher limit.

### 3.3.2 If there is more than one named insured

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We will cover claims made by one named insured against another named insured under this policy. In such cases, we will act as if a separate policy was issued to each named insured. However, the total amount we will pay will not exceed the limits of coverage shown on the declaration page.

### 3.4 Coverage outside of British Columbia

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If you or any other insured persons are sued in any other province or territory of Canada or in any jurisdiction of the United States of America for liability arising out of the ownership, use or operation of the vehicle, you and the other insured persons appoint us to act as irrevocable attorney to appear and defend the lawsuit.

In the event of liability arising out of the ownership, use or operation of the vehicle in any other province or territory of Canada or any jurisdiction of the United States of America, we agree not to raise any legal defence that would not be available if the policy had been issued there. If the minimum required limits of liability are higher in that province, territory, or jurisdiction, we will honour the higher amount.

### 3.5 When we will pay

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Our obligation to provide coverage under this section does not arise unless and until ICBC has paid out or has been held liable to pay out the full amount of the limits of the ICBC Basic Autoplan insurance with respect to a claim against you or another insured person.

### 3.6 Your and other insured person's responsibilities

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You and other insured persons have certain responsibilities in the event of an accident that is covered under this section. These are set out in section 6, prescribed condition 4.

### 3.7 Your obligation to reimburse us

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On occasion, we may make payments on your behalf or on behalf of other insured persons because of the laws relating to vehicle insurance, even though we would not otherwise be liable to pay under this policy. If we do so, you and the other insured persons must reimburse us for those payments upon demand.

### 3.8 Exclusions

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#### 3.8.1 Claims we will not cover

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There is no coverage under this section for:

- any liability for a general or special assessment, penalty or premium payable under the Workers Compensation Act or a similar law of another jurisdiction;
- loss or damage resulting from bodily injury to or the death of any employee of an insured person while engaged in the operation or repair of the vehicle;
- loss of or damage to property carried in or upon the vehicle;
- loss of or damage to any property owned or rented by, or in the care, custody or control of an insured person;
- any liability arising from contamination of property carried in the vehicle;
- punitive damages or exemplary damages or other non-compensatory damages; or
- any amount in excess of the limits of this policy and expenditures provided for under section 3.3.

## COLLISION & COMPREHENSIVE COVERAGE

Coverage is only provided under this section if your declaration page shows a premium for it and which has been paid.

### 4.1 What we cover

We agree to pay for direct and accidental loss of or damage to the described vehicle and its equipment that is caused by a peril included in a coverage option described below, if your declaration page shows that you have paid a premium for that coverage option.

A newly acquired vehicle may also be covered under this section. See section 2.2 for the limits, terms and conditions relating to coverage for a newly acquired vehicle.

#### 4.1.1 Coverage options

##### Collision coverage

If your declaration page shows that you have purchased collision coverage, you are covered for loss or damage caused by upset of the vehicle or by collision of the vehicle with another object. Another object includes:

- a vehicle to which the vehicle is attached;
- the surface of the ground or the roadway being travelled on; or
- an object on, in, under, over or adjacent to the roadway.

##### Comprehensive coverage

If your declaration page shows that you have purchased comprehensive coverage, you are covered for loss or damage other than loss or damage to which collision coverage applies. Comprehensive coverage includes coverage for loss or damage caused by:

- fire,
- lightning,
- theft,
- vandalism,
- malicious mischief,
- windstorm,
- earthquake,
- hail,
- impact with animals,
- missiles,
- falling or flying objects,
- riot or civil commotion,
- rising water, and
- the stranding, sinking, burning, derailment, or collision of a conveyance transporting the vehicle on land or water.

### 4.2 Deductible

The amount we will pay for loss or damage covered under collision coverage or comprehensive coverage is subject to a deductible. For each claim for loss of or damage to the vehicle or its equipment, we will pay for the amount of loss or damage that exceeds the deductible amount that is stated on your declaration page for the applicable coverage option.

Each occurrence that causes loss or damage gives rise to a separate claim. A motor vehicle and any attached trailers or vehicles are considered separate vehicles and each vehicle that is insured by us is subject to the applicable deductible under the policy it is insured by.

If your declaration page shows that you have purchased comprehensive coverage, there is no deductible for claims for loss or damage caused by fire or lightning or theft of the entire vehicle.

If your declaration page shows that you have purchased comprehensive coverage and the deductible is \$300, the deductible amount for any claim for windshield damage will be \$200.

### **4.3 Included benefits**

If loss or damage occurs to a vehicle for which you are covered under this section, we will assist you by providing the following included benefits.

Where the vehicle is a leased vehicle, we will provide these benefits to the named insured only, except for sections 4.3.8 and 4.3.9, which we will provide to both the named insured and the lessor.

#### **4.3.1 Emergency expenses**

We will reimburse you up to \$100 per occurrence for reasonable emergency expenses for things such as personal transportation such as a taxi from the location of the accident and telephone calls. This does not include the cost of towing or rehabilitating the vehicle to facilitate moving it from the location of the accident, including the cost of parts, supplies, gasoline, oil, batteries or tires.

#### **4.3.2 Valet service**

If the vehicle is repaired at a BCAA or CAA Insurance Company Approved Auto Repair Centre, once the loss or damage has been reported to us, we will:

- pick up and deliver the vehicle to the Approved Auto Repair Centre; and
- provide transportation within 25 km of the Approved Auto Repair Centre for you to pick up the vehicle after the covered repairs are completed.

This coverage does not apply if the loss or damage is limited to the tires, windows and windshield.

#### **4.3.3 Guaranteed repairs**

If the vehicle is repaired at a BCAA or CAA Insurance Approved Auto Repair Centre, we will guarantee the repairs for as long as you own the vehicle.

#### **4.3.4 Family pet protection**

We will reimburse you up to \$1,000 per occurrence 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.

#### **4.3.5 Lock rekeying**

If the keys or remote keyless entry transmitter for a vehicle covered under this section are stolen or if the scanning code is compromised, we will reimburse you for the cost of key replacement, rekeying or recoding the locks. The maximum amount we will reimburse you for is \$1,500 in total in any one-year policy period. There is no deductible for this coverage.

### 4.3.6 Loss of use due to theft

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If a vehicle covered under this section is stolen and you have purchased comprehensive coverage, we will reimburse you on the terms set out below for reasonable expenses for renting a substitute vehicle or using taxis and public transportation.

We will reimburse you for expenses actually incurred for the rental of a substitute vehicle or using taxis and public transportation during the period commencing twenty-four (24) hours after the theft is reported to us and the police and ending when the vehicle is repaired or replaced or we settle or offer to settle the claim in respect of the vehicle, whichever is earliest, even if your policy expires before that date.

The maximum amount we will reimburse you for is \$50 per day, up to a total limit of \$900 per occurrence.

### 4.3.7 Temporary substitute vehicle

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If you or anyone else with your consent drives a temporary substitute vehicle, you may be responsible for any damage to it as a result of liability imposed by law or agreed to by you or the driver. If there is direct and accidental physical loss of or damage to the vehicle that is caused by a peril for which you purchased coverage, we will pay for the loss or damage for which you or the other insured person are legally responsible, minus the deductible applicable to that peril.

However, if the vehicle is insured against such losses by the owner, the most we will pay is the amount by which the deductible under the owner's policy exceeds the applicable deductible under this policy.

If there is disagreement over who is responsible for the damage, we will settle the matter if we deem appropriate and we will cover the costs of any investigation, negotiation or lawsuit.

### 4.3.8 Payment of charges

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We will pay any amount for which you are legally liable:

- for general average, salvage and fire department charges; and
- for any customs duties of Canada or of the United States of America arising from replacement parts used to repair the vehicle in the United States of America as a result of an accident occurring there.

### 4.3.9 Waiving our right to recover

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If the loss or damage occurs while the vehicle is in the care, custody, or control of any person with your permission, we will waive our right to recover from that person any amount paid by us under this section.

However, we will not waive our right to recover from any person who:

- has care, custody or control of the vehicle in the course of the business of selling, repairing, maintaining, servicing, storing or parking vehicles;
- breaches a condition of this policy while having care, custody or control of the vehicle; or
- uses, drives, or operates the vehicle in the circumstances referred to in Prescribed Condition 3 regarding prohibited use of the vehicle.



## Examples

- 1) You allow a friend to use your vehicle and he runs it into the ditch and damages it. We will pay for the damage, subject to your deductible, and will not sue him to recover the amount we paid for the damage.
- 2) You arrange to have your car parked by a valet service and the valet damages the car while parking it. We will pay for the damage, subject to your deductible, but will try to recover both the amount we paid and the amount of your deductible.

## 4.4 Your responsibilities

You have certain responsibilities in the event of loss or damage to a vehicle that is covered under this section. These are set out in section 6, prescribed condition 5.

## 4.5 What we will pay

We have the right to decide whether to pay a garage service operator to repair or replace the vehicle and its equipment or any part of it or to pay you for the loss or damage.

The most we will pay, after applying the deductible, is the lowest of:

- the cost to repair or replace the vehicle and its equipment or any part of it with material of a similar kind and quality;
- the declared value of the vehicle and its equipment; or
- the actual cash value of the vehicle and its equipment.

If we decide to repair the vehicle or its equipment, you may choose where to have the repairs done. We will pay for the cost of repairs using parts of similar kind and quality, minus the applicable deductible and any amount for betterment (an increase in value due to the repairs). If a part needed for repair is not available, we will pay an amount equal to the most recent manufacturer's list price for the part. The most we will pay to repair the vehicle and its equipment is its actual cash value at the time it was damaged or stolen, less the salvage value after the damage.

This is a summary. Section 6, prescribed conditions 5, 6, 8 and 9 set out the full rights and obligations applicable in the event of loss or damage covered under this policy.

If your declaration page lists any Optional Coverage that affects coverage under this section, the amount we will pay will be determined in accordance with the terms of the applicable Optional Coverage.

## 4.6 Exclusions

### 4.6.1 Loss or damage we will not cover

We will not be liable for loss or damage:

- caused by the conversion, embezzlement, theft or secretion of the vehicle by any person in lawful possession of the insured under a mortgage, conditional sale, lease or other similar written agreement;
- caused by the voluntary parting with title or ownership of the vehicle, whether or not induced by any fraudulent scheme, trick, device or false pretense;
- covered by comprehensive coverage that is caused by the theft of the vehicle by a person who lives in your household or by a person who is employed by you and whose duties include

operating, maintaining or repairing the vehicle, whether the theft occurs during the hours of such service or employment or not;

- caused directly or indirectly by contamination from radioactive material;
- 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;
- to contents of trailers or to rugs;
- to audio or video media that is not contained within or connected to an audio or video player or recorder;
- in excess of a combined value of \$1,000, for loss or damage to permanently attached sound or communication equipment and detachable faceplates not supplied by or available from the manufacturer of the vehicle as standard or optional equipment; or
- in excess of a combined value of \$5,000, for loss or damage to all other permanently attached equipment not supplied by or available from the manufacturer of the vehicle as standard or optional equipment, including a custom paint finish.

We will not be liable for loss of damage:

- 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 combustion chamber; unless the loss or damage occurs at the same time as and results from other loss or damage for which you have purchased coverage, or is caused by fire, theft or malicious mischief and you have purchased comprehensive coverage.

#### **4.6.2 Limited glass windshield exclusion**

This exclusion only applies if printed on the declaration page. It is hereby understood and agreed that the coverage defined under the Comprehensive Coverage Option (Section 4.1.1) will not cover loss or damage to windshield glass from Malicious Mischief and/or Falling or Flying objects (unless the falling or flying object is from an aircraft forced landing or from parts falling from an aircraft).

#### **4.6.3 Hit and run loss**

We will not pay for loss or damage to the vehicle arising out of the use or operation of another vehicle on a highway within British Columbia 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 other vehicle is not ascertainable and its owner is not liable in an action for damages for the loss or damage.

Hit and run protection is provided under the ICBC Basic Insurance policy. However, if you recover indemnity from ICBC for the loss or damage, we will pay the difference between the deductible applicable to your claim against ICBC and the deductible applicable to collision coverage under this policy, if it is lower.

#### **4.6.4 Rebuilt vehicles**

There is no coverage under this section for rebuilt vehicles. A rebuilt vehicle means a motor vehicle that was deemed a constructive total loss or a total loss and has been repaired to make it safe for use on a highway in accordance with Division 25 of the Motor Vehicle Act Regulation.

## OPTIONAL COVERAGES

The Optional Coverages in this section are not automatically provided under this policy and may be purchased by you when applying for coverage. For each Optional Coverage listed in this section, coverage is only provided if your declaration page shows a premium for the specific Optional Coverage and that premium has been paid. When your declaration page lists any Optional Coverage contained in this section, along with a premium amount for that coverage, the policy is amended to include that Optional Coverage.

Except as otherwise provided in these optional coverages, all limits, terms and conditions applicable to this policy shall have full force and effect.

### 5.1 Limited waiver of depreciation coverage

In the event of loss of or damage to the described vehicle that is covered under section 4 and which exceeds the applicable deductible amount, we agree not to take depreciation into account when determining the actual cash value of the described vehicle.

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

- the actual price you paid to purchase the described vehicle and its equipment, including taxes;
- the manufacturer's suggested list price for the described vehicle and its equipment, including taxes, at the original date of purchase; or
- the cost of replacing the described vehicle with a new vehicle of the same make and model year, similarly equipped.

#### Conditions and limitations

This optional coverage only applies if you are the owner of the described vehicle and the described vehicle is not more than three model years old when you purchased this coverage.

This optional coverage does not apply to:

- tires, batteries, a convertible top, or the cost of repainting the described vehicle; or
- betterment resulting from the repair or replacement of parts having prior unrepaired damage.

### 5.2 Limited waiver of depreciation coverage (leased vehicle)

In the event of loss of or damage to the described vehicle that is covered under section 4 and which exceeds the applicable deductible amount, we agree not to take depreciation into account when determining the actual cash value of the described vehicle.

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

- the value of the described vehicle and its equipment as stated in your leasing agreement; or
- the manufacturer's suggested list price for the described vehicle and its equipment on the date of the leasing agreement.

#### Conditions and limitations

This optional coverage only applies:

- if you are the first lessee and the described vehicle was new at the time of delivery to you; and
- the described vehicle is not more than three model years old when you purchased this coverage

This optional coverage does not apply to:

- tires, batteries, a convertible top, or the cost of repainting the described vehicle; or
- betterment resulting from the repair or replacement of parts having prior unrepaired damage

### **5.3 Motorcycle riding gear coverage**

If the described vehicle insured by the policy is a motorcycle, we agree that the coverage provided under section 4 is extended to include motorcycle riding gear belonging to you and family members living in your household that suffers loss or damage in connection with the use or operation of the motorcycle. Motorcycle riding gear is riding gear that is motorcycle specific and unique in the use and operation of a motorcycle, including items such as helmets, gloves, boots, jackets, vests, pants, chaps, rain gear and other protective apparel.

In the event of loss or damage to motorcycle riding gear that is covered by this optional coverage, we will reimburse the cost of repairing or replacing the lost or damaged gear, up to the amount stated on the declaration page. Reimbursement is subject to proof of loss in the form of original receipts for the replacement gear purchased or the cost of repairs and additional information and documentation as we may require.

No additional deductible applies to coverage under this optional coverage, where the claim is made in conjunction with a claim under section 4 for loss or damage to the vehicle arising from the same occurrence.

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

### **5.4 No deductible glass coverage**

In the event of a claim for broken vehicle glass that is covered under section 4, we agree to waive the comprehensive deductible applicable to the claim. For the purposes of this optional coverage, vehicle glass means the glass component of windshields, windscreens, windows, sunroofs and side mirrors.

### **5.5 Personal property coverage**

It is hereby understood and agreed that the coverage provided under section 4 is extended to include personal property that suffers loss or damage while it is within the vehicle. Personal property means tangible property solely for personal use or adornment 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.

In the event of loss or damage to personal property that is covered by this optional 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. Reimbursement is subject to proof of loss in the form of original receipts for the replacement items purchased or the cost of repairs and additional information and documentation as we may require.

No additional deductible applies to coverage under this optional coverage, where the claim is made in conjunction with a claim under section 4 for loss or damage to the vehicle arising from the same occurrence.

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

## 5.6 Preferred driver package

The Preferred Driver Package provides the following coverage for Travel Protection, Loss of Use and Rental Vehicle Coverage (coverage for legal liability for damage to non-owned vehicles).

### a) Travel protection coverage

If, while travelling away from home, you or any person travelling with you are involved in a motor vehicle accident or the described vehicle is vandalized or stolen, we will reimburse you for reasonable expenses arising from the accident, vandalism or theft for:

- Delivery of the described vehicle back home for repairs or if it was stolen and later recovered, up to a maximum of \$750.
- Additional living expenses for lodging, meals, transportation and phone calls, up to a maximum of \$1,000 for one or two people or \$2,000 for three or more people.
- Travel to return home using the most direct route, up to a maximum of \$3,000 for one or two people or \$6,000 for three or more people.
- Towing expenses up to a maximum of \$100.
- A replacement vehicle (borrowed or rented), if the described vehicle is damaged in an accident, up to a maximum of \$500.

A motor vehicle accident is:

- any accident involving the described vehicle, any private passenger vehicle that you own, rent or borrow or an attached trailer or camper; or
- a motor vehicle accident that injures you or any person travelling with you, while you or that person is a pedestrian or riding a bicycle.

The coverage provided for travel protection does not apply with respect to any vehicle, or the use of any vehicle, that we would not have agreed to insure as the described vehicle under this policy.

### Example

You, your spouse and your two children are on vacation. You were travelling with the described vehicle and it is stolen. You decide to continue your trip but you need to stay an extra two days to deal with the theft and then fly home.

We will pay up to \$2,000 for the additional living expenses from extending your trip and up to \$6,000 to fly you and your family back home. If the vehicle is later recovered, we will pay up to \$750 to deliver it back home.

### b) Loss of use coverage

In the event of loss or damage to the vehicle for which coverage is provided under section 4, we will reimburse you for reasonable expenses for renting a substitute vehicle or using taxis and public transportation.

The maximum amount we will reimburse you for is \$1,000 per occurrence.

We will reimburse you for expenses incurred starting from:

- the time the vehicle is delivered for repair due to the loss or damage;
- the time the loss or damage occurs, if the vehicle cannot be operated under its own power; or
- the day the theft is reported to us and the police, if the vehicle is stolen.

This coverage ends when the vehicle is repaired or replaced or we settle or offer to settle the claim in respect of the vehicle, whichever is earliest. Coverage for loss of use continues until that date, even if your policy expires prior to that.

This coverage replaces the coverage provided by section 4.3.6.

No coverage is provided for loss of use unless the amount of loss or damage to the vehicle exceeds the applicable deductible amount for the loss or damage.

### **c) Rental vehicle coverage (legal liability for damage to non-owned vehicles coverage)**

In the event of direct and accidental loss of or damage to a vehicle that is in the care, custody, or control of an insured person that is caused by a peril covered by this policy, we agree to indemnify the insured person for liability imposed by law or assumed under contract or agreement for the loss or damage to the vehicle.

If the vehicle is a rental vehicle that is rented by you or your spouse, we further agree to indemnify the insured person 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.

See section 3.3.1 for the terms of Extended Third Party Liability Coverage for non-owned vehicles.

If the loss or damage renders the vehicle inoperable, we will also cover the cost for you to rent a substitute vehicle.

#### **Who is insured**

You and your spouse are insured persons. If the vehicle is a vehicle rented by you or your spouse, any Canadian resident who is named as a permitted driver on the rental contract is also an insured person.

#### **What vehicles are covered**

This coverage is only applicable to private passenger vehicles that are not owned by or licensed in the name of an insured person or a person residing in the same dwelling premises as an insured person and are being used with the consent of the owner or lessee.

This coverage does not apply with respect to any vehicle, or the use of any vehicle, that we would not have agreed to insure as the described vehicle under this policy.

Any rented vehicle to which this coverage applies must be rented from an established rental service under a written rental agreement for a period not exceeding forty-five (45) days.

#### **What and when we will pay**

The amount of indemnification for loss or damage to the vehicle will be adjusted with and paid to the owner of the vehicle on behalf of the insured person as though the loss or damage suffered by the owner of the vehicle was a claim under this policy by the insured for loss or damage to the described vehicle.

Where indemnity is provided for loss or damage to a non-owned vehicle, we will:

- negotiate and/or settle with the owner as may be deemed suitable by us;

- defend the claim, and any subsequent civil actions, in the name and on behalf of the insured person; and
- pay all costs taxed against the insured person in any civil action defended by us and any interest accruing after entry of judgment upon that part of the judgment which is within the limit(s) of our liability.

The maximum amount of coverage for loss or damage to a non-owned vehicle is \$60,000 per occurrence, plus interest and costs.

Each claim under for loss or damage to a non-owned vehicle is subject to a deductible as set out in section 4.2 except for loss or damage caused by fire, lightning, or by theft of the entire vehicle.

The maximum amount we will pay for expenses incurred to rent a substitute non-owned vehicle is \$50 per day, up to a total limit of \$500.

#### HOW MUCH COVERAGE DO I HAVE ON THE RENTAL VEHICLE?

Coverage you need to purchase:	Coverage limit	Coverage transfers to the Rental Vehicle
ICBC Basic Autoplan Insurance	\$200,000 third party liability coverage	✓
BCAA Optional Car Insurance Extended Third Party Liability coverage (Section 3)	Amount of coverage purchased (appears on your Declaration Page)	✓
BCAA Optional Car Insurance Preferred Driver Package (Section 5)	The Collision and Comprehensive coverage you purchased covers direct and accidental loss of or damage to the rental vehicle, limit \$60,000	✓

## 5.7 Replacement cost plus coverage

### Coverage Effective Dates

- New policies effective April 5, 2018 and onwards
- Renewal policies effective May 13, 2018 and onwards

### Descriptions

In the event of loss of or damage to the described vehicle that is covered under section 4 and which exceeds the applicable deductible amount, we agree to pay for the loss or damage on the basis set out below.

For the purposes of this optional coverage, if the described vehicle is a vehicle that is leased to the named insured, "you" means both the lessor of the vehicle specified on your BCAA Optional Car Insurance Application and the named insured to the extent of his or her insurable interest in the described vehicle.

### What we will pay

In the event of partial loss or damage to the described vehicle, we will cover the cost of repairing the described vehicle using original equipment manufacturer parts and we will not require you to contribute any amount for depreciation or betterment relating to any worn or used parts

that are replaced. If original equipment manufacturer parts are not available, we will cover the cost of repairing the described vehicle using new parts of like kind or quality to those used or recommended by the manufacturer of the described vehicle.

If the described vehicle is stolen and is not recovered or if it is damaged to the extent that it is a Total Loss 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.

**THE DEFINITION OF A TOTAL LOSS FOR THE REPLACEMENT COST PLUS COVERAGE IS DESCRIBED IN THE FOLLOWING CHART:**

Described vehicle's model year	Total Loss Definition: A <b>Total Loss</b> occurs 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 occurrence of the loss:
Year 1	50%
Year 2	50%
Year 3	50%
Year 4	90%
Year 5	90%

**AN EXAMPLE OF A VEHICLE'S "MODEL YEAR" IS SHOWN IN THE FOLLOWING CHART**

Year	New "2018" Ford Escape
2018	Model year 1
2019	Model year 2
2020	Model year 3
2021	Model year 4
2022	Model year 5

If a replacement vehicle cannot be delivered by a dealer within 30 days of our decision not to repair the described vehicle, we will pay you out for the loss. If a replacement vehicle can be delivered by a dealer within 90 days, you may choose to have the vehicle replaced instead of being paid out. When paying you out for the loss, the most we will pay will be the lesser of:



- the original purchase price of the described vehicle, including all manufacturer and dealer installed options, as shown on the bill of sale (prior to any factory, manufacturer's or dealer's discount or deduction of any trade-in allowance), plus any applicable taxes or levies and plus an additional amount for inflation; or
- the manufacturer's suggested list price for the described vehicle and its equipment at the original date of purchase, plus any applicable taxes or levies and plus an additional amount for inflation.

If the described vehicle is a leased vehicle, the most we will pay will be the lesser of:

- the amount stated in the lease agreement as the price of the vehicle on which the lease is based, plus any amounts stated for any dealer installed options, plus an additional amount for inflation.
- If the lease agreement does not state these amounts, we will use the wholesale price of the described vehicle (evidenced by the factory invoice), the cost price of any dealer installed options (evidenced by the dealer's invoice), plus an additional 50% of the difference between those amounts and the manufacturer's list price for the described vehicle, including any dealer installed options, and plus an additional amount for inflation. If you do not provide copies of the factory invoice and the dealer invoice, the additional 50% of the difference will not be added.
- the manufacturer's suggested list price for the described vehicle and its equipment at the original date of purchase, plus an additional amount for inflation.

You may choose to be paid out for the loss even if a replacement vehicle can be delivered by a dealer within 30 days, or within 90 days and you had previously chosen to have the vehicle replaced. If you choose to be paid out in these circumstances, we will pay you the lesser of the amount determined above or the purchase cost of the replacement vehicle.

Where an additional amount is added for inflation, this will be calculated at an annual inflation increase of 2.5% for each year that has passed since January 1st of the model year of the described vehicle.

### **Conditions and limitations**

No coverage is provided by this optional coverage:

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

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

This optional coverage only applies to loss or damage to the described vehicle occurring during the term of the policy to which this optional coverage is provided. This optional coverage only applies if the described vehicle is not more than five model years old when you purchased this coverage.

This optional coverage is void if the described vehicle was previously a rental vehicle.

## **5.8 Replacement cost coverage**

Replacement Cost Optional Coverage provides the same coverage as the Replacement Cost Plus Optional Coverage (see 5.7 above) including the same terms and conditions, except:

- the deductible will not be waived; and
- the cost of repairs must exceed 90% of the actual cash value of the vehicle before we will replace the described vehicle instead of repairing it.

## 5.9 Smash and grab package

If your declaration page shows that you have paid a premium for the Optional Smash and Grab Package, you are covered under the following Optional Coverages:

- 5.4 No Deductible Glass Coverage; and
- 5.5 Personal Property Coverage

## 5.10 Tire pothole and puncture protection

The following coverage applies if it is shown on your declaration page.

In the event of loss or damage to any tire on the described vehicle, due to a Road Hazard condition, we will cover the costs:

- To repair the tire up to an amount of \$25 plus applicable taxes, or
- To replace the tire, if the damaged tire cannot be safely repaired, with a new tire of the same make, model and size, and cover up to \$25 dollars plus applicable taxes to install mount and balance the new tire.

The damage must result from a "Road Hazard" condition which means the damage must occur on a maintained road and the tire(s) fail due to a pothole, puncture or impact with an object while driving.

Coverage does not apply if:

- the tire tread is less than 2/32 of an inch;
- the tire manufacture date is greater than six years old;
- the tire damage is a result of dry rot, wear, tear, deterioration, defect, mechanical breakdown, snow chains, improper inflation, improper wheel alignment/balancing or wheel spinning;
- the damage is due to a motor vehicle accident, off-road use or use on a construction site.

This coverage is excess to any other insurance policy, or warranty or roadside coverage. Tire replacement under this coverage becomes the property of CAA Insurance Company and may be subject to an inspection at the request of CAA Insurance Company prior to any reimbursement.

## 5.11 Vehicle in storage coverage

If your declaration page shows this Coverage Option and a premium paid for it, which you have paid, the insurance coverage under this policy shall only apply when the described vehicle is in storage on private property in B.C. is laid up, and continuously withdrawn from use.

No coverage is provided under this policy if the described vehicle is on consignment for sale or is in the care, custody, or control of a service garage or vehicle dealership.

The requirement for the described vehicle to have ICBC Basic Autoplan insurance coverage in place does not apply for the collision and comprehensive coverage that is shown on your declaration page, when this optional coverage is in effect.

## PRESCRIBED CONDITIONS

Coverage provided by this contract that extends the limit of coverage 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 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.
  - 8) It is a breach of this condition if the injury, death, loss or damage in respect of which a claim is made by an insured is caused by or results from an intentional act of violence committed by the insured, while sane, by means of a vehicle.
  - 9) It is a breach of this condition if
    - a) an insured is operating a vehicle while under the influence of intoxicating liquor or a drug or other intoxicating substance to such an extent that the insured is incapable of proper control of the vehicle,
    - b) an insured is convicted of
      - (i) a motor vehicle related Criminal Code offence,
      - (ii) an offence under section 95 or 102 of the Motor Vehicle Act, or
      - (iii) an offence under a provision of the law of another jurisdiction in Canada or the United States of America that is similar to a provision referred to in subparagraph (i) or (ii),
    - c) an insured is convicted of an offence under section 253 (b) of the Criminal Code, section 224 of the Motor Vehicle Act or a provision of another jurisdiction in Canada or the United States that is similar to either of those sections and the accident in respect of which a claim is made by the insured occurred during the commission of the offence by the insured and while the insured was operating a vehicle, or
    - d) an insured is convicted of an offence under section 254 (5) of the Criminal Code, section 226 of the Motor Vehicle Act or a provision of the law of another jurisdiction in Canada or the United States of America that is similar to either of those sections and the accident in respect of which a claim is made by the insured occurred within the 2 hours preceding the commission of the offence by the insured and while the insured was operating a vehicle.
  - 10) In subcondition (9): "**convicted**" includes being
    - a) convicted under the Young Offenders Act (Canada) for contravening a provision referred to in the definition of "motor vehicle related Criminal Code offence" or

- section 253 (b) or 254 (5) of the Criminal Code, and
- b) convicted or the subject of a similar result in a jurisdiction of the United States of America under a law similar to the Young Offenders Act (Canada) for contravening a provision of the law of that jurisdiction that is mentioned in subcondition (9) (b) (iii), (c) or (d);

**“motor vehicle related Criminal Code offence”** means an offence under section 220, 221, 249, 252, 253 (a), 255 (2) or (3) or 259 (4) of the Criminal Code committed while operating or having care or control of a vehicle or committed by means of a vehicle.

#### **Requirements if loss or damage to persons or property**

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

#### **Requirements if loss of or damage to vehicle**

- (5)
- 1) If loss of or damage to the vehicle insured under this contract occurs, the insured must, if the loss or damage is covered by this contract,
    - a) on the occurrence of loss or damage
      - (i) promptly notify the insurer of the loss or damage, and
      - (ii) file a written statement with the insurer setting out all available information on the manner in which the loss or damage occurred, and
    - b) within 90 days after the occurrence of the loss or damage file a proof of loss.
  - 2) The insurer may require that a proof of loss be sworn by the person filing it.
  - 3) If loss of or damage to a vehicle that is covered by this contract occurs, the owner or operator of the vehicle
    - a) must, at the expense of the insurer, protect the vehicle as far as reasonably possible from further loss or damage, and
    - b) until the insurer has had a reasonable opportunity to inspect the vehicle, must not, without the consent of the insurer, remove any physical evidence of the loss or damage to the vehicle or make any repairs to the vehicle, other than repairs that are immediately necessary to protect the vehicle from further loss or damage.
  - 4) The insurer is not liable under this contract
    - a) for loss or damage resulting from the failure of an owner or operator to comply with subcondition (3) (a), or
    - b) to an owner if the owner or an operator, to the prejudice of the insurer, contravenes subcondition (3) (b).
  - 5) The liability of the insurer for payment of indemnity for loss or damage to the vehicle is limited to the amount by which
    - a) the cost of repairing or replacing the vehicle and its equipment or any part of it with

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

### **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.







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To report a claim, call our 24hr BCAA Claims Service at:

**1.888.592.1111**

