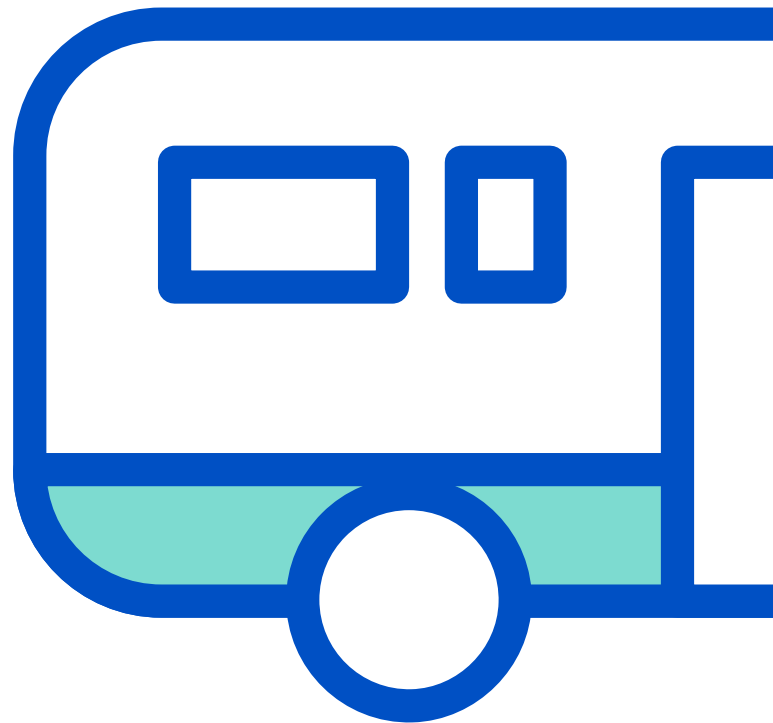




BCAA Recreational Vehicle Insurance Policy For Trailers & Campers

June 4, 2026



THIS POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

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How to Read and Understand Your Policy

Your complete policy is made up of the application, this policy wording booklet and the *Declaration Page(s)* provided to you. This booklet defines the coverages offered by the BCAA Insurance Corporation through its duly appointed insurance agencies. It has been written as clearly as possible to help you better understand the insurance protection you have purchased. The *Declaration Page(s)* describe your property, the amounts of insurance provided and the premiums charged. There are a variety of coverages available and only those coverages for which a description and a premium are indicated on your *Declaration Page(s)* apply to you.

This policy wording consists of four sections:

Section 1 – Unit Coverages:

Describes the insurance on your unit and or property and is stated on the *Declaration Page*.

Section 2 – Optional Coverages:

Describes optional coverages available to enhance your insurance protection and is stated on the *Declaration Page*.

Section 3 – Definitions:

Describes the definitions, which are applicable to your entire policy.

Section 4 – Additional Conditions:

Describes additional conditions, which are applicable to Sections 1 and 2.

To determine what coverages you have read your *Declaration Page*. Insurance coverages apply when a description, amount or limit, rider number or premium are shown.

If you need any assistance in understanding your *Declaration Page* or this wording booklet, just phone or visit your insurance agency representative.

Important

This policy contains various exclusions and limitations that eliminate or restrict coverage. Please read it carefully. Insurance cannot be a source of profit. It is only designed to indemnify you against losses or expenses incurred by you or for which you are liable.

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.

BCAA (and its affiliated companies) and Alberta Motor Association Insurance Company provides services on the basis that you agree to its collection, use and disclosure of your personal information, whenever collected, as described in BCAA's and Alberta Motor Association's privacy policy, as it exist now and as it may be amended from time to time, located at bcaa.com/privacy and ama.ab.ca/privacy-policy.

1 Unit Coverages

1.1 Agreement

In consideration of the payment of the premium and when the *Declaration Page* indicates an amount or limit of insurance applies, we provide the insurance described under that coverage, subject to the terms and conditions set out.

The amounts of insurance are shown on the *Declaration Page*. A description of coverages follows.

1.2 Coverage A - Trailer & Camper

1.2.1 Description of Coverage

We insure:

The Trailer or Camper including the accessories, appliances, furniture and equipment which are attached to or form part of the unit.

1.2.2 Extensions of Coverage

These extensions of coverage do not increase the amounts of insurance stated in the policy.

We insure:

1. Fire department service charge: We will pay any charges for which *you* are legally responsible up to \$2,000, if the fire department was called because of a fire in, on, or exposing *your* Trailer or Camper. No deductible applies to this coverage.
2. Debris removal: We will pay the cost of cleaning and removal of debris as a result of an Insured Peril.

1.3 Coverage B - Contents

We insure:

Your personal property only while carried in or upon the described Trailer or Camper, which is usual to the ownership or maintenance of the unit.

1.4 Perils Insured

Property insured under Coverage A - Trailer or Camper and property insured under Coverage B - Contents is insured against ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE subject to the exclusions and conditions in this policy.

1.5 Loss or Damage Not Insured

In every section of the “Loss or Damage Not Insured” within this policy the words “caused by” mean “directly, indirectly or in any way caused by or resulting from” and exclude coverage for the specified loss or damage regardless of whether other causes, covered or not, acted concurrently or in any sequence to produce the loss.

We do not insure:

- 1) Trailers or Campers or personal property contained therein used in whole or in part for any *business*, profession or occupation;
- 2) Motorized vehicles (including motor homes), *aircraft*, bicycles or watercraft, or their equipment;
- 3) any property lawfully seized or confiscated, unless destroyed to prevent the spread of fire;
- 4) any property illegally acquired or kept, or stored or transported, or imported, or property subject to forfeiture;
- 5) the cost of making good:
 - a) faulty or improper material;
 - b) faulty or improper workmanship;
 - c) faulty or improper design;
- 6) loss or damage caused by or comprising wear and tear, mechanical breakdown, deterioration, rust or corrosion, inherent vice, latent defect, or wet or dry rot, or “*fungi*” or “*spore(s)*”;
- 7) loss or damage caused by contamination or pollution, or the release, discharge or dispersal of contaminants or *pollutants*;
- 8) loss or damage caused by radioactive material;
- 9) property while undergoing a process involving the application of heat, but resulting damage to other property is insured;
- 10) loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- 11) loss or damage caused by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage that results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- 12) loss or damage caused by any intentional or criminal act or failure to act by:
 - a) any person insured by this policy;
 - b) any other person at the direction of any person insured by this policy;
- 13) loss or damage caused by or comprising marring or scratching of any property or breakage of any fragile or brittle articles;
- 14) loss or damage caused by dampness of atmosphere, extremes of temperature;
- 15) loss or damage caused by or comprising of settling, expansion, contraction, bulging;
- 16) loss or damage caused by or resulting from electrical currents, other than lightning, unless fire or explosion ensues and then only for the loss or damage resulting from such ensuing fire or explosion;
- 17) property while waterborne except while on a regular ferry or railway-car transfer in connection with land *transportation*;
- 18) *sporting equipment* for loss or damage caused by its use;
- 19) loss or damage caused by vermin, raccoons, skunks, rodents or insects;
- 20) loss or damage to the Trailer or Camper, if, at the time of the loss the unit is *rented* or *leased* to others;
- 21) loss or damage to the Trailer or Camper, if at the time of the loss the unit is on consignment for sale;
- 22) loss or damage to the Trailer or Camper, if the loss or damage is due to *conversion*, concealment, theft, or *secretion* by a person in lawful possession of the vehicle under a mortgage, conditional sale, *lease* or other similar written agreement.

1.6 Basis of Claim Payment

We will pay for insured loss or damage up to *your* financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence. The stated amount(s) apply regardless of whether the loss is settled on a *Replacement Cost* or *Actual Cash Value* basis.

1.6.1 Coverage A – Unit

If, at the time of the loss or damage, *your* Trailer or Camper is insured to at least 80% of the *Replacement Cost*, *you* may choose as the basis of loss settlement either *Replacement Cost* or *Actual Cash Value*.

The *Replacement Cost* option is available only if the unit is actually repaired or replaced as soon as reasonably possible.

If the *Replacement Cost* option is exercised by *you*, we will pay the lesser of:

- 1) repairing the property with materials of equivalent kind and quality; or
- 2) replacing the property with new articles of equivalent kind and quality as are generally comparable and currently available.

If, at the time of the loss or damage, *your* Trailer or Camper is not insured to at least 80% of the replacement value, settlement will be made on an *Actual Cash Value* basis as follows:

The *Actual Cash Value* of the damage at the date of the occurrence. We will pay the *Actual Cash Value* of the damage up to the applicable amount of insurance. The *Actual Cash Value* will take into account such things as the cost of repair or replacement less any depreciation, and in determining depreciation we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

1.6.2 Coverage B - Contents

If *you* comply fully with the following conditions, we agree to provide *Replacement Cost* coverage for *your* personal property provided:

- 1) The article is owned by *you*, and
- 2) The article has been maintained in good and workable condition, and
- 3) The article is repaired or replaced with equivalent kind and quality.

We will pay on the basis of *Replacement Cost* only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of *Actual Cash Value*.

This *Replacement Cost* coverage does not apply to antiques, fine arts, memorabilia or any article or collection of articles whose age, history or rarity contributes significantly to its value. Loss or damage to such ineligible property will be settled on an *Actual Cash Value* basis.

1.7 Deductible

The deductible applies to Coverage A – Trailer or Camper, Coverage B - Contents and Optional Coverages unless shown otherwise within that coverage or on the *Declaration Page*.

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the *Declaration Page* in any one occurrence, unless shown otherwise.

2 Optional Coverages

2.1 Agreement

In consideration of payment of the premium shown, and/or when the *Declaration Page* indicates an amount or limit of insurance applies, we provide the insurance described under these riders/endorsements, subject to the terms and conditions set out.

The amounts of insurance are shown on the *Declaration Page*. A description of coverages follows.

2.2 RV 1 – Emergency Vacation Allowance Rider

2.2.1 Description of Coverage

We insure:

Your emergency expenses including towing and storage in the event the described Trailer or Camper, while being used by *you* during a scheduled vacation, suffers damage from a peril insured and is rendered uninhabitable.

The amount of insurance provided for Emergency Vacation Allowance including towing and storage is as shown on the *Declaration Page*, subject to an aggregate maximum as shown on the *Declaration Page*, for the lesser of:

- 1) the time required to promptly repair or replace the damaged or destroyed Trailer or Camper; or
- 2) the time *you* remain on a scheduled vacation.

The periods of time stated above are not limited by the expiration of the policy.

2.2.2 Loss or Damage Not Insured

We do not insure:

Loss or damage excluded under Section 1, 1.5 Loss or Damage Not Insured. These exclusions apply to this Emergency Vacation Allowance Rider in the same manner as they apply to Section 1, except for coverage provided by this rider.

2.2.3 Deductible

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the *Declaration Page* for this Rider in any one occurrence, unless shown otherwise.

2.3 RV 2 – Contents Increased Rider

2.3.1 Description of Coverage

We insure:

Your personal property which is usual to the ownership or maintenance of a Trailer or Camper, for an additional amount as shown on the *Declaration Page* under this Rider.

2.3.2 Loss or Damage Not Insured

We do not insure:

Loss or damage excluded under Section 1, 1.5 Loss or Damage Not Insured. These exclusions apply to this Contents Increased Rider in the same manner as they apply to Section 1, except for coverage provided by this Rider.

2.3.3 Deductible

There is no additional deductible applicable to the additional amount of insurance provided under this rider.

2.4 RV 3 - Permanent Structure Rider

2.4.1 Description of Coverage

We insure:

The permanently installed outdoor structures and equipment, owned by *you* and situated within the province of British Columbia which is usual to the ownership or maintenance of *your* Trailer or Camper, insured for an amount as shown on the *Declaration Page* under this rider.

Basis of claim settlement will be the same as described and limited in Section 1, Unit Coverages, Coverage A – Trailer or Camper.

2.4.2 Loss or Damage Not Insured

We do not insure:

- 1) Loss or damage excluded under Section 1, 1.5 Loss or Damage Not Insured. These exclusions apply to this *Permanent Structure* Rider in the same manner as they apply to Section 1, except for coverage provided by this Rider.
- 2) Any claims against *you* for *your* use, occupancy or ownership of this property.

2.4.3 Deductible

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the *Declaration Page* for this Rider in any one occurrence, unless shown otherwise.

2.5 RV 4 – Glass Deductible Rider

2.5.1 Description of Coverage

The deductible of this rider applies to loss or damage to glass that forms part of *your* Trailer or Camper.

2.5.2 Loss or Damage Not Insured

We do not insure:

Loss or damage excluded under Section 1, 1.5 Loss or Damage Not Insured. These exclusions apply to this Glass Deductible Rider in the same manner as they apply to Section 1, except for coverage provided by this Rider.

2.5.3 Deductible

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the *Declaration Page* for this Rider in any one occurrence, unless shown otherwise.

3 Definitions

3.1 Applicable to Sections 1, 2 and 4

These definitions are applicable to *your* entire policy, including Sections 1, 2 and 3. They have the same meaning throughout *your* policy unless otherwise modified in another Section, Rider or Endorsement.

- 1) "*Actual Cash Value*" the actual cash value of the damage up to the amount of insurance purchased. The *Actual Cash Value* will take into account such things as the *Replacement Cost* less any depreciation. Depreciation takes into account the condition of the property immediately before the damage, obsolescence, resale value and the normal life expectancy.
- 2) "*Aircraft*" means any device used or designed for flight including self-propelled missiles and spacecraft, except model or hobby aircraft not used or designed to carry people or cargo.
- 3) "*Conversion*" means the exchange of a convertible type of asset into another type of asset, usually at a predetermined price, on or before a predetermined date.
- 4) "*Burglary*" means theft of personal property from the insured unit following illegal and forcible entry or exit, leaving visible marks at the point of forced entry or exit.
- 5) "*Business*" means any continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation.
- 6) "*Declaration Page*" refers to that part of *your* policy document that uniquely describes which coverages *you* have purchased.
- 7) "*Fungi*" means any form of mould, yeast, mushroom, or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, or emitted from or arising out of any fungi or *spore(s)* or resultant mycotoxins, allergens or pathogens.
- 8) "*Leased*" means when usage of the Trailer or Camper is granted to person(s) who are not named as an Insured on the *Declaration Page* or covered under "*You and Yours*", in exchange for a sum of money or other consideration.
- 9) "*Permanent Structure*" means any structure or building constructed as an addition to, as a service building for, or attached to *your* Camper or Trailer at a location where *you* keep *your* unit other than *your* principal residence.
- 10) "*Pollutants*" means any solid, liquid, airborne, gaseous or thermal irritant or contaminate, including, smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Smoke, within this definition of *Pollutants* means, smoke caused from agricultural smudging or industrial operations.
- 11) "*Rented*" means when usage of the Trailer or Camper is granted to person(s) who are not named as an Insured on the *Declaration Page* or covered under "*You and Yours*", in exchange for a sum of money or other consideration.
- 12) "*Replacement Cost*" means the cost on the date of loss or damage, of the lesser of:
 - a) repairing the property with materials of equivalent kind and quality; or
 - b) replacing the property with new articles of equivalent kind and quality as are generally comparable and currently available.
- 13) "*Robbery*" means theft of personal property by violence or threat of violence to any person.
- 14) "*Secretion*" means the act of concealing something in a hiding place or stealing something secretly.
- 15) "*Spore(s)*" means any reproductive particle or microscopic fragment produced by or emitted from or arising out of any *fungi*.
- 16) "*Sporting Equipment*" means and includes, but is not limited to golf, hockey, equestrian, hunting, fishing, skiing, windsurfing, hang-gliding, mountain climbing gear or equipment or other personal portable equipment used in the pursuit of leisure, games, or recreation on land or in water or air, but which is not motorized.
- 17) "*Transportation*" means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any motor vehicle, attached trailer or camper unit in which the insured property is being carried. This would also apply to any conveyance of a common carrier.

- 18) "We" and "Us" mean the Alberta Motor Association Insurance Company.
- 19) "You" and "Yours" mean the person named as insured on the *Declaration Page* and, while living in the same household, his or her spouse, and the relatives of either or any person under 21 in their care.

4 Additional Conditions

All of the conditions set forth under the titles Section 4. Additional Conditions apply with respect to insurance provided under all coverages or Riders except as they may be modified or supplemented by the Rider or endorsements attached. These additional conditions are applicable to Sections 1 and 2.

4.1 Prescribed Conditions

Application and Interpretation

- 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

- 1) In this section, "the territory in which the vehicle is primarily located when not in use" means the territory in which the place where the vehicle is kept when not being driven is located.
- 2) The insured named in this contract must,
 - a) within 10 days after
 - i) the named insured's address is changed from the address set out in this contract, or
 - ii) the named insured acquires a substitute vehicle for the vehicle described in this contract, or
 - b) before
 - i) the use of the vehicle described in this contract is changed to a use to which a different vehicle rate class applies than the vehicle rate class applicable to the use set out in this contract, **OR**
 - ii) a vehicle in respect of which the premium is established on the basis of the territory in which a vehicle of that vehicle rate class is used or principally used, as the case may be, is used or principally used in a different territory than that set out in this contract, report the change of address, vehicle, use or territory to the insurer, and pay or be refunded the resulting difference in premium.
- 3) If the premium for a vehicle is established on the basis of the territory in which the vehicle is primarily located when not in use and that territory as set out in this contract is changed, the insured named in this contract must, unless the vehicle is being used by the insured for vacation purposes, report the change to the insurer within 30 days of the change, and pay or be refunded the resulting difference in premium.

Prohibited use

- 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 not 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 the driver's licence of the insured 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.
 - a) 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
 - i) a breach of the extended coverage provided under this contract,
 - ii) the invalidity of a claim under the extended coverage provided under this contract, or
 - iii) the forfeiture of a right under the extended coverage provided under this contract.
 - b) 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.a).
- 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 the insured is 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), or
 - c) an insured is convicted of an offence committed
 - i) before December 18, 2018 under section 253 (1) (b) of the Criminal Code, or
 - ii) Repealed. [B.C. Reg. 117/2021, App. 6, s. 30 (d).]
 - iii) under a provision of the law of another jurisdiction in Canada or the United States of America that is similar to a provision referred to in subparagraph (i), 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.
 - d) Repealed. [B.C. Reg. 117/2021, App. 6, s. 30 (g).]
- 10) In subcondition (9):

"convicted" includes being

 - a) convicted under the Youth Criminal Justice Act (Canada) for contravening

- i) a provision referred to in the definition of "motor vehicle related Criminal Code offence", 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 the subject of a similar result in a jurisdiction of the United States of America under a law similar to the Youth Criminal Justice Act (Canada) for contravening a provision of a law of that jurisdiction referred to in 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) (iv)section 255 (2);
 - v) (v)section 255 (3);
 - vi) (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

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

- 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

- 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

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

- 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

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

- 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

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

4.2 Additional Conditions

- 1) Duties after loss: After submission of reasonably sufficient proof of a loss in respect of a loss which may be insured under Section 1 or 2 each insured may be required separately to:
 - i) submit to examination under oath,
 - ii) produce for examination all documents in *your* possession or control that relate to the application for insurance and proof of loss, and permit extracts and copies of such documents to be made, all at a reasonable place and time designated by *us*.
- 2) Notice to authorities: Where the loss is due to malicious acts, *burglary*, *robbery*, theft, or attempt thereof, or is suspected to be so due, the insured shall give immediate notice thereof to the police or other authorities having jurisdiction.
- 3) No benefit to bailees: It is warranted by the insured that this insurance shall in no wise ensure directly or indirectly to the benefit of any carrier or other bailee.
- 4) Pair and set: In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.
- 5) Parts: In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.
- 6) Sue and labour: It is the duty of the insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

- 7) Basis of settlement: Unless otherwise provided, the insurer is not liable beyond the *Actual Cash Value* of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such *Actual Cash Value* with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
- 8) Subrogation: *We* will be entitled to assume all *your* rights of recovery against others and may bring action in *your* name to enforce these rights when *we* make payment or assume liability under this policy. The amount recovered less the costs of recovery will be shared between *you* and *us* in proportion to the loss that each has borne. *You* shall sign and deliver all related papers and cooperate with *us* in any reasonable manner to secure such rights.
Your right to recover from *us* is not affected by any release from liability entered into by *you* prior to loss.
- 9) Automatic Reinstatement: Any loss or damage shall not reduce the amounts of insurance provided by this policy.
- 10) More than One Insured: Where the insurance applies to the property of more than one person our total liability is limited in the aggregate to the amount or limit of insurance indicated on the *Declaration Page*.
- 11) Liberalization Clause: If *we* adopt any revision, which would broaden coverage under this policy without any additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.
- 12) Changes in Policy: No waiver or change of any provision of this policy may be made except by *us* in writing. Except as provided herein, all the terms and conditions of this policy shall have full force and effect.
- 13) More Than One Policy: If *you* have other insurance on specifically described property, our policy will be considered excess insurance and *we* will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, our policy will pay its ratable proportion of the loss or claim.
- 14) Misrepresentation: If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to any property in relation to which the misrepresentation or omission is material.
- 15) Territorial limits: *We* insure property only while within Canada or the Continental United States.

To report a claim, call our 24-Hour Claims Service at:
1.888.268.2222

For more information about the BCAA claims process, go to [bcaa.com/claims](https://www.bcaa.com/claims)

BCAA RV Insurance is sold through B.C.A.A. Holdings Ltd. dba BCAA Insurance Agency, a licensed insurance agent, and underwritten by Alberta Motor Association Insurance Company. The insurance transaction is between the customer and Alberta Motor Association Insurance Company. B.C.A.A. Holdings Ltd. receives commissions from Alberta Motor Association Insurance Company for sales of BCAA RV Insurance.