

Autoplan Insurance Guide for Garage Operators



Limitation

Any contradiction, dispute or difference between the contents of this guide and the Garage Vehicle Certificate or the Insurance (Vehicle) Act (the "Act") or regulations pursuant to the Act (the "Regulations") shall be resolved only by reference to the Certificate and the Act and Regulations.

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In this guide, "Garage Policy" means a Garage Vehicle Certificate issued in accordance with the Insurance (Vehicle) Act, and includes the ICBC Garage Policy Booklet.

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Introduction

This guide provides information on insurance and licensing of special interest to garage operators. The contents do not constitute any contract or agreement.

Is a Garage Policy compulsory?

Yes. Any person engaged in the business of selling, repairing, maintaining, storing, servicing, towing or parking vehicles is specifically excluded from their customers' insurance coverage. The Garage Policy provides the garage operator with insurance for these customers' vehicles while they are in the care, custody or control of the garage service.

What vehicles are insured by this policy?

This policy insures two categories of vehicle:

1. **Customers' vehicles:** vehicles which are in the care, custody or control of a garage operation for service, repair (includes installation or modification), towing, parking, or storage, but only while it is in that garage business.

If the garage operator or employee uses the vehicle for their own personal use it is no longer a "Customer's Vehicle" and is not insured by this policy. Coverage only applies when the vehicle is being used or stored in the garage business operation. To operate the vehicle for pleasure the vehicle must be licensed and insured by the vehicle owner who must authorize the garage operator or employee to use the vehicle and insurance.

2. **Owned vehicles:** vehicles owned by or leased to the garage operation (named insured). Vehicles provided under a wholesale floor plan agreement are considered to be owned vehicles. Automobile dealers and other firms who own a stock of unlicensed vehicles require insurance coverage on these vehicles. This policy can be extended to insure their owned vehicles.

Who purchases this policy?

In addition to the usual repair garages, service stations, body shops and automobile dealers, there are a wide variety of other firms that require a Garage Policy to protect their liability for the operation of customers' vehicles (e.g., towing operations, car radio repair shops, auto glass shops, car cleaning operations, schools with automotive training facilities).

How do I obtain a Garage Policy?

To purchase a Garage Policy, visit your Autoplan Broker. They can help you determine which coverages are best for you and your business.

If you only purchase coverage for customers' (non-owned) vehicles, the licence plates and insurance for the vehicles you own must be obtained in the normal manner, i.e., an Owner's Certificate of Insurance obtained with your vehicle licence and number plate.

Are Garage Policies experience-rated?

Only if the garage operator is a fleet.

Garage operators requiring five or more licences (number plates or floater licences) may participate in Fleetplan in order to take advantage of the applicable discount. Details of Fleetplan may be obtained from your Autoplan Broker. If you have 20 or more number plates and floater licences, it is compulsory to be a fleet.

What licences may a garage operator use? How are they obtained? What is their use?

All vehicles owned by a garage operator or by a customer must be licensed in accordance with the Motor Vehicle Act before they can be operated on a highway. The following licences and corresponding number plates may be used where appropriate.

1. "Regular" Private Passenger, Commercial, Trailer or Motorcycle number plates

These plates may be obtained from any Autoplan Broker upon producing proof of vehicle ownership.

Special Note

A newly acquired (substituted) vehicle may be operated on a highway with the plates of a previously owned vehicle of the same type. Private passenger plates may only be used on a private passenger vehicle. They may not be used on a commercial vehicle or vice versa.

Where plates are transferred from a previously owned vehicle to a newly acquired vehicle, the garage operator (in common with other vehicle owners) must within, 10 days of acquiring the substitute vehicle, register and license it through an Autoplan Broker. Furthermore, this can only be done when the substituted vehicle is a newly acquired replacement for a previously owned vehicle in which the title to or interest in has been transferred. Under any other circumstances, the transfer and/or registration must be arranged prior to operating the substituted vehicle on the highway.

i.e. The acquisition date is the important date. For the 10 day grace period to apply, the substituted vehicle must have been purchased by the garage operator on, or after, the date the previously owned vehicle was sold or disposed of, and not be a vehicle that was purchased earlier and held in "stock" until required.

2. Demonstration number plates

Demonstration licences and corresponding number plates may be obtained from any Autoplan Broker upon producing a valid British Columbia Certificate of Motor Dealers' Registration (obtained from the Motor Vehicle Sales Authority of BC) or Letter of Authority from our Garage and Fleet Underwriting Department (e.g., issued to wholesalers, equipment dealers, truck dealers, boat trailer dealers, etc.) and a Garage Policy providing owned vehicle coverage and rated to include Demonstration licences.

A vehicle with a Demonstration number plate attached to it may be used only for the following purposes.

A. **Business use for:**

- a. all purposes related to the business of the dealer by:
 - the dealer (named insured), or
 - vehicle salespersons regularly employed by the dealer;

- b. conditioning or testing a motor vehicle by:
 - any mechanic in the regular employ of the dealer, or
 - the dealer and the dealer's salespersons;
- c. delivery of a vehicle to or from the dealer or to a purchaser by:
 - the dealer, the dealer's salespersons and/or mechanics,
 - any other regular employee of the dealer, or
 - any person licensed to operate the motor vehicle who has written authority from the dealer to drive a motor vehicle owned by the dealer for the purpose of delivery to or from the dealer or to a purchaser;
- d. demonstration by a prospective purchaser:
 - who is licensed to operate the vehicle and
 - who has written authority from the dealer authorizing the prospective purchaser to use the vehicle for demonstration. The authority must be limited to 48 hours.

B. *Pleasure use by:*

- the dealer,
- the salespersons regularly employed by the dealer, or
- a member of the household of the dealer or of a salesperson regularly employed by the dealer

N.B. For insurance purposes:

- i. a "member of the household" is restricted to using a vehicle on an occasional basis.
- ii. a consigned vehicle, or any non-owned vehicle is not insured when operated for pleasure.

Note A regular employee is an individual who is paid salary and/or commission and is on the payroll of a dealer. (The dealer deducts E.I., income tax, etc.)

Warnings A Demonstration number plate may not be attached to a vehicle that is:

- owned by or leased to a partner, officer or employee when the vehicle they own or lease is being used by that partner, officer or employee,
- owned by or leased to a customer when it is being used by that customer, including a vehicle that has just been purchased,
- a revenue generating vehicle, e.g., a courtesy car, parts truck or service vehicle, or
- not eligible to be registered and licensed for operation on a highway, including a vehicle whose status is salvage.

When the vehicle to which a Demonstration number plate is attached is used contrary to the authorized use of a Demonstration number plate, it may invalidate insurance provided by the Garage Policy.

3. **Repairer's number plates**

Repairer's licences and corresponding number plates may be obtained from any Autoplan Broker upon producing a business licence for the garage, indicating the description of the business as that of a Repair Garage, and a Garage Policy providing owned vehicle coverage and rated to include a Repairer's licence.

A Repairer's number plate:

a. **may only be attached to:**

an unlicensed vehicle being driven, operated or towed on a highway for the purpose of repairing, testing or rendering a service incidental to the repairing or testing;

b. **may only be used by:**

the owner of the garage, or his agent or employee;

c. **may not be used by:**

- a partner, officer or employee on a vehicle owned by or leased to that partner, officer or employee,
- a customer, or
- owners and employees of other garage operations;

d. **may not be used on:**

- a vehicle being operated for pleasure use, or
- a vehicle not eligible to be registered and licensed for operation on a highway, including a vehicle whose status is salvage.

N.B. When the vehicle to which a Repairer's number plate is attached is used contrary to the authorized use of a Repairer's number plate, it may invalidate the insurance provided by the Garage Policy.

4. Transporter number plates

Transporter's licences and corresponding number plates may be obtained from any Autoplan Broker if the insured is regularly engaged in the business of transporting non-owned vehicles, and produces a Garage Policy providing non-owned coverage which is rated to include Transporter licences.

A Transporter number plate:

a. **may only be issued to:**

a person regularly engaged in the business of transporting vehicles;

Note: For the purpose of a Transporter's licence, bailiffs are considered to be in the business of transporting vehicles.

b. **may only be attached to:**

an unlicensed non-owned vehicle being operated or towed on a highway while being delivered;

c. **may only be used by:**

the transporter or an authorized person in the regular employ of the transporter;

d. **may not be used on a vehicle:**

- owned by or leased to the Transporter,
- owned by or leased to an employee when that employee is an occupant/driver of the vehicle,
- being operated for pleasure use,
- being operated for other than the delivery of that vehicle, or
- not eligible to be registered and licensed for operation on a highway, including a vehicle whose status is salvage;

e. **must be attached to:**

each vehicle that is in direct contact with the highway while the vehicle is being transported.

N.B. When the vehicle to which a Transporter number plate is attached is used contrary to the authorized use of Transporter number plate, it may invalidate the insurance provided by the Garage Policy.

Warning

It is not lawful for a customer, whose vehicle is in a garage for repair, to temporarily transfer the licence plates from that vehicle to an unlicensed courtesy car owned by the garage.

Neither is it lawful for a garage to transfer licence plates (e.g., private passenger, commercial), issued to a specific owned vehicle, to another owned vehicle without first completing a plate transfer at an Autoplan Broker. The only number plates that can be moved from one vehicle to another without transferring at an Autoplan Broker are Demonstration, Repairer's or Transporter number plates.

Misuse of licence plates (including Demonstration, Repairer's and Transporter) may deprive both the customer and the garage of the benefits of insurance coverage. The garage and/or the customer will be personally liable for any death, injury or damage arising from the unlawful use of such an improperly licensed vehicle. Your right to a certificate of Motor Dealer's Registration Authority may also be reviewed.

How do you rate my Garage Policy?

Your Policy is rated according to the

1. total number and type of employees**
 2. value of customers' vehicles**
 3. territory in which your business is based
 4. type of business
 5. coverage requested
and, where applicable:
 6. total number and type of licences purchased*
 7. value of owned vehicles.*
- *Premium for owned vehicles only.
**Premium for customers' vehicles only.

A nominal premium is charged for the Owner's Certificate of each owned vehicle requiring a licence plate and also on each floater plate. This is necessary because plates cannot be issued unless minimum liability limits are shown on the Owner's Certificate and a premium is charged.

What are the penalties if I underinsure?

Number Plates

Your garage premium must be increased through a change to your Garage Policy for each licence and corresponding plate added. If the number of licence plates shown on your policy is less than the number of licence plates you have, you are in breach of your policy and a claim may be denied.

Employees

You must report 100% of your employees on the garage policy. Failure to do so puts your policy in breach, and a claim may be denied. You do, however, have 30 days in which to report any new employees. Employees, both full- and part-time, who are employed less than 30 days need not be reported. See page 13 for information on Averaging.

Garage-owned vehicles

If you fail to insure at least 80% of the total value of your own vehicles, any losses you have will be subject to a coinsurance penalty. See page 13 for information on Averaging.

Customers' vehicles

If you fail to insure at least 90% of the total value of all customers' vehicles in your care, custody or control, you will be subject to a coinsurance penalty in the event of a claim.

Who is covered by the Garage Policy? Which vehicles are covered by the Garage Policy?

The following items 1–4 should be read in conjunction with each other.

1. Who is covered by the Garage Policy?

- a. On vehicles owned by or leased to the named insured:
 - the named insured,
 - every partner, officer or employee of the named insured using the vehicle with the consent of the named insured, and
 - any person or organization legally responsible for the use of the vehicle with the permission of the named insured, (occasional use only);
- b. On vehicles not owned by or leased to the named insured (customers' vehicles):
 - the named insured and every partner, officer or employee of the named insured engaged in the business of the insured while personally driving in such business and with the consent of the named insured (any pleasure use is excluded), and
 - any person or organization legally responsible for the use of the vehicle with the permission of the insured while driving in such business (occasional use only), e.g., a customer testing a consigned vehicle (any pleasure use is excluded).

2. Who is not covered by the Garage Policy?

- a. personnel of other garages,
- b. any person, not employed by the named insured, who is assigned a vehicle on a frequent basis (e.g., son, daughter, wife who are neither officers nor employees),
- c. partners, officers or employees driving vehicles not owned by or leased to the named insured for pleasure use,
- d. any partner, officer or employee driving a vehicle which they own or lease, and
- e. an individual or company employed on a contract basis (independent contractor).

3. Which vehicles are covered by the Garage Policy?

- a. any vehicle owned by or leased to the named insured,
- b. any camper or canopy owned by or leased to the named insured,
- c. any vehicle sold by the named insured but not delivered to the purchaser, and
- d. any vehicle, including its equipment, not owned by or leased to the named insured, while in the garage operation's care, custody or control for repair, service, storage, or sale.

4. Which vehicles are **not** covered by the Garage Policy?

Any vehicle owned by or leased to the named insured

- used in any business not stated in the policy,
- designed or modified for racing purposes,
- for the renting or leasing to another person or firm, other than a courtesy car,
- used for the carriage of radioactive materials,
- used for compensation or hire,
- used for public road construction or maintenance,
- with a GVW of 10,000 kg or more, that is used for delivery or carriage of goods of the named insured,
- when designed and used for the bulk transportation of petroleum products or other materials,*
- when designed and used for the transportation of more than four other vehicles,* or
- when designed and used for towing and rendering assistance to other vehicles.*

*except while held or demonstrated for sale

Note: Customers and employees may not borrow a Demonstration number plate or a Repairer's number plate to use on vehicles which they own.

How are consigned vehicles insured?

A vehicle held on consignment for sale is a customer's vehicle. The only coverage available to the garage operator is Legal Liability coverage (see page 10). Customers should be advised by the garage operator that the garage insurance will only pay for damage to the customer's vehicle if the garage operator is found legally liable (i.e., the damage occurred due to the negligence of the garage). Customers should obtain coverage, such as an Owner's Certificate or Storage Policy, from their Autoplan Broker if the vehicle is unlicensed.

A customer expects that the vehicle consigned for sale with a dealer will only be operated to accomplish that purpose. The customer would not expect the garage operator or their employee to use the customer's vehicle for their personal use. The premium we charge reflects this limited use. If the customer wishes to authorize a garage operator or employee personal use of the vehicle, the customer must license and insure it for that use.

Must I always carry proof of insurance?

Evidence of financial responsibility must be carried by every motorist travelling both in B.C. and outside the province. A garage operator is issued a "Motor Vehicle Liability Insurance Card Canada Inter-Province" in the following manner:

1. on the reverse of an Owner's Certificate on a normally registered, licensed and insured vehicle,
2. on the reverse of his copy of a Demonstration Licence and Certificate of Insurance,
3. on the reverse of his copy of a Repairer's Licence and Certificate of Insurance, or
4. on the reverse of his copy of a Transporter Licence and Certificate of Insurance.

When operating licensed customers' vehicles (those licensed with other than a Demonstration or Repairer's number plate), the garage operator and/or employee must carry an ICBC financial responsibility card.

What are the Basic compulsory coverages provided by the Garage Policy?

1. **Third Party Liability — Owned Vehicles**

Section 1 — Subsection A

*Basic Limit \$1,000,000**

This section is compulsory if vehicles are licensed using Demonstration or Repairer's number plates or a garage operator elects to insure owned vehicles under this policy on a blanket basis. It provides protection for liability for death or injury to other people and loss or damage to other people's property arising from the ownership and use of all vehicles owned by or leased to the garage operator and used in the garage business.

Subsection 1A coverage also includes Enhanced Accident Benefits, Basic Vehicle Damage Coverage and First Party Coverage (Inverse Liability, Uninsured or Hit and Run Outside BC and Underinsured Motorist Protection).

2. **Third Party Liability — Customers' Vehicles**

Section 1 — Subsection B

*Basic Limit \$1,000,000***

Provides protection for liability for death or injury to other people and loss or damage to other people's property arising from the use and operation of customers' vehicles in the care, custody or control of the garage operation.

Subsection 1B coverage also includes Enhanced Accident Benefits, Basic Vehicle Damage Coverage and First Party Coverage (Inverse Liability, Uninsured or Hit and Run Outside BC and Underinsured Motorist Protection).

,* An insured may reduce the limit to less than \$1,000,000, provided the insured makes a declaration on their Garage Policy, which must state the following:

- that the insured does not operate, or anticipate operating, any commercial vehicle in excess of 5,000 kg GVW, and
- the limit the insured wishes to purchase.

The minimum third party limit in this case is \$200,000.

3. **Legal Liability for Own Damage to Customers' Vehicles — Collision**
Section 3 — Subsection A

Minimum Coverage Permitted – \$1,000 Deductible

Provides coverage for damage to customers' vehicles caused by collision for which the garage operator is legally liable. In order to be legally liable, the garage operator must be negligent. Merely having possession of the vehicle does not mean that the garage operator is liable. In practice, the claim will be paid under the vehicle owner's policy and if the garage operator is liable, it will be charged against the garage policy.

4. **Legal Liability for Own Damage to Customers' Vehicles — Specified Perils**
Section 3 — Subsection C

Coverage purchased must be for a limit equal to the total maximum value of customers' vehicles that may be in the garage operator's possession at any one time.

Limits of Liability are as follows

\$15,000	\$ 100,000
\$25,000	\$ 150,000
\$30,000	\$ 200,000
\$40,000	\$ 250,000
\$50,000	\$ 300,000
\$60,000	\$ 400,000
\$70,000	\$ 500,000
\$80,000	\$ 750,000
\$90,000	\$1,000,000

Note: Higher limits are available.

Provides coverage for damage to customers' vehicles resulting from certain specified perils for which the garage operator is legally liable, e.g., when the garage operator is legally liable for a fire or theft of the entire vehicle.

This section is subject to a 90% co-insurance clause. This means that if less than 90% of the actual value of customers' vehicles is declared, the garage operator will share in any loss at the same proportion as the value insured bears to the actual value at the time of loss.

What optional coverages, limits and deductibles are available?

1. **Extension Third Party Liability Coverage**

May be purchased with the following limits:

\$ 300,000	\$ 3,000,000
\$ 500,000	\$ 5,000,000
\$1,000,000	\$10,000,000
\$2,000,000	

Owned vehicles

**2. Collision — Owned Vehicles
Section 2 — Subsection A**

Covers direct and accidental loss or damage to owned vehicles caused by collision up to the actual cash value of the vehicles subject to the deductible purchased.

- \$ 300 Deductible
- \$ 500 Deductible
- \$1,000 Deductible

See page 14–15 for a definition of collision coverage.

**3. Comprehensive — Owned Vehicles
Section 2 — Subsection B**

Covers direct and accidental loss or damage to owned vehicles caused by a peril other than collision, subject to the limits and deductibles purchased.

See page 15 for a definition of comprehensive coverage.

**4. Specified Perils — Owned Vehicles
Section 2 — Subsection C**

Covers direct and accidental loss or damage to owned vehicles caused by specific named perils, subject to the limits and deductibles purchased.

See page 15 for a definition of specified perils coverage.

**5. Specified Perils, Excluding Theft — Owned Vehicles
Section 2 — Subsection D**

Covers direct and accidental loss or damage to the insured’s own vehicles caused by specific named perils, excluding loss or damage caused by theft, subject to the limits and deductibles purchased.

The deductibles available for own damage to owned vehicle coverages are:

<u>Deductible per vehicle</u>	<u>Deductible per occurrence</u>
\$300	\$1500
\$500	\$2500
\$1000	\$5000

“Deductible per vehicle” means the amount deducted from a single vehicle for damage resulting from a single accident or occurrence.

“Deductible per occurrence” means the maximum amount deducted where more than one vehicle is damaged in a single accident or occurrence.

Where the deductible of \$300 per vehicle and \$1,500 per occurrence is purchased for Comprehensive coverage, the deductible for windshield claims as a result of missiles or flying objects is \$200 per vehicle.

If you require any of the above optional coverages but did not purchase them from us, we suggest you obtain a quotation to ensure you have the best rates and coverages.

Customers' vehicles

6. **Legal Liability for Own Damage to Customers' Vehicles — Collision** **Section 3 — Subsection A**

Deductibles lower than the Basic minimum of \$1000 may be purchased. The following deductibles are available:

- \$300
- \$500
- \$1,000 (minimum)

7. **Legal Liability for Own Damage to Customers' Vehicles — Comprehensive** **Section 3 — Subsection B**

This coverage may be purchased instead of Section 3 — Subsection C.

Covers direct and accidental loss or damage to customers' vehicles, including Open Lot Pilferage, caused by a peril other than collision, for which the garage operator is legally liable.

Coverage is subject to a deductible amount of \$300 per vehicle and \$1,500 per occurrence and to certain exclusions. The exclusion of any transmission and/or mechanical damage resulting while a vehicle is being towed should be noted, in particular by companies that tow customers' vehicles.

The limit shown is an amount equal to the maximum value of customers' vehicles that may be in the garage operators' possession at any one time.

The deductible for windshield claims as a result of missiles or flying objects, where the garage operator is legally liable, is \$200 per vehicle.

Coverage exclusions

All coverages provided by the Garage Policy are subject to the conditions and exclusions contained both in the Policy and in the Act and Regulations.

What endorsements are available?

The following additional optional coverage is available by endorsement, for an additional premium.

1. **Consequential Loss Endorsement (Customers' Vehicles) — APV4P**

When Collision and Comprehensive or Specified Perils coverage is purchased, this endorsement is available. It provides, following loss or damage to a customer's vehicle for which the insured is legally liable, reimbursement of

- a. those earnings lost by the named insured's customer as a direct result of the loss of use of their vehicle where a replacement vehicle cannot be obtained, or
- b. those costs incurred by the named insured's customer in the renting of a replacement vehicle including the cost of taxis or other means of transportation

Other endorsements are available to meet specific needs

1. **Named Vehicle Endorsement (Owned Vehicles) — APV4H**

Limits Collision and Comprehensive or Specified Perils coverage to a specific type of vehicle rather than on an insured's entire inventory. For example, motorhomes could be covered by naming them on this endorsement and all other vehicles, such as trucks, would be excluded from this coverage.

2. **Floor Plan Exclusion Endorsement — APV4AA**

Our Garage Policy covers all vehicles owned by a dealer. Vehicles financed on a wholesale floor plan are considered to be owned vehicles.

Policies eligible for a floor plan exclusion endorsement are those where

- a manufacturer or financial institution insures all their floor plan vehicles on their own blanket policy, and
- the dealer is obligated to accept the insurance provided by the manufacturer or financial institution.

Example

A dealership has its new vehicles financed by the XYZ Bank and is obliged to accept the bank's own insurance for those vehicles.

The insurance provided by the floor plan insurers may be subject to exclusions, e.g.,

- vehicles while being operated (with or without number plates)
- modifications to a vehicle (e.g., camperized van)
- impact with an animal is considered a Comprehensive claim by ICBC but the floor plan insurers may consider it a Collision claim.

These exclusions on floor plan vehicles cannot be picked up by ICBC as we exclude all floor plan vehicles for comprehensive or specified perils.

3. **Averaging**

Two averaging endorsements are available on renewal for

- owned vehicle values
- employees

These endorsements do not remove the requirement to report material changes on the policy. It provides flexibility for businesses that do not have substantial fluctuations in their values and employees during the policy term.

a. **Owned Vehicle Values Averaging**

Your premium is calculated on the average value of your stock. Coverage is provided on the maximum.

Note

It is important to remember that if the total limit shown on your Garage Policy is not at least 80% of the total value of your owned vehicles, any losses you have will be subject to a co-insurance penalty.

b. **Employees Averaging**

Your premium is calculated on the average number of employees.

Further details are available from your Autoplan Broker.

What documentation do I require to make a claim?

1. Vehicles owned by or leased to the insured

- a. If licensed at time of loss, you will be required to produce your Garage Policy along with one of the following applicable documents covering the licence plate attached to the vehicle:
 - Owner's Certificate of Insurance and Vehicle Licence (APV250) describing the vehicle,
 - Demonstration Licence and Certificate of Insurance,
 - Repairer's Licence and Certificate of Insurance, or
 - Transporter Licence and Certificate of Insurance.
- b. If unlicensed at time of loss, you will be required to produce your Garage Policy only.
- c. If the vehicle is not registered, proof of ownership will be required.

2. Vehicles Not Owned by or leased to the insured

- a. a copy of your Garage Policy, and, if the vehicle was licensed at the time, the applicable vehicle licence:
 - Owner's Certificate of Insurance and Vehicle Licence (APV250) describing the vehicle,
 - Demonstration Licence and Certificate of Insurance,
 - Repairer's Licence and Certificate of Insurance, or
 - Transporter's Licence and Certificate of Insurance;
- b. proof of ownership if the vehicle was not registered; and
- c. a copy of the work order or consignment agreement where applicable.

Definitions

Collision Coverage means coverage for loss or damage caused by upset of a vehicle or collision of a vehicle with another object, including, but not limited to,

- a. the surface of the ground, the roadway being travelled on or an object on, in, under, over or adjacent to the roadway, including a road sign, guard rail, pier, bridge or culvert or any body of water or waterway under or adjacent to the pier, bridge, culvert or roadway,

- b. a pedestrian as defined in Part 3 of the Motor Vehicle Act,
- c. a vehicle attached to the vehicle, or
- d. cargo, including animals, carried in or on a commercial motor vehicle, the gross vehicle weight of which exceeds 5,000 kg, or a commercial trailer.

This coverage includes coverage for loss or damage caused by collision with another object where the collision results from the presence on or adjacent to the roadway of a domestic or wild animal, either living or dead, but there is no impact with the animal.

Comprehensive Coverage means coverage for loss or damage other than loss or damage to which collision coverage applies and includes coverage for loss or damage caused by missiles, falling or flying objects, lightning, fire, theft or attempted theft, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion or the stranding, sinking, burning, derailment, upset or collision of a conveyance in or on which a vehicle is being transported on land or water, vandalism and impact with a domestic or wild animal, either living or dead.

Specified Perils Coverage means coverage for loss or damage caused by falling or forced landing of an aircraft or part of an aircraft, fire, lightning, theft or attempted theft, explosion, earthquake, windstorm, hail, rising water, riot or civil commotion or the stranding, sinking, burning, derailment, upset or collision of a conveyance in or on which a vehicle is being transported on land or water.

Deductible Amount means that part of a loss or damage to property sustained by an insured and payable by the insured regardless of the total amount of the loss or damage.

How do I insure a vehicle purchased outside B.C.?

The Act does not allow us to insure vehicles that are licensed, or required to be licensed, in another province or state. Further, our insurance is null and void if a vehicle is licensed by means of a B.C. licence when the vehicle is not required to be licensed in B.C.

If you purchase a vehicle outside B.C. and choose to drive it to B.C., or have someone drive it for you, (i.e., you are not using a common carrier) you can provide coverage on that vehicle by:

1. purchasing a Binder for Owner's Interim Certificate of Insurance (APV38) from your Autoplan Broker, or
2. if you have a demonstration licence, you may in some circumstances use the number plate issued in conjunction with that licence (e.g., have an employee drive the vehicle). Your Garage Policy will provide the coverage in this case.

If you employ a "Drive-A-Way" firm, an APV38 is the only method of obtaining coverage from us. These firms usually have you waive their liability for loss or damage. The driver they hire does not have insurance and expects you to provide the insurance.

