

IMPORTANT: The wording of this Addendum forms part of the ICBC Garage Policy Booklet, replacing the corresponding wording in the warning box on the bottom of the Table of Contents

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.

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.

IMPORTANT: The wording of this Addendum forms part of the ICBC Garage Policy Booklet, adding the following defined term to subsection 2.3 of Division 2 – Definitions and Interpretation

“**courtesy car**” means a licensed vehicle rented or lent to a customer by a garage service operator as a temporary substitute for a licensed vehicle

- (a) the customer has entrusted to the care, custody or control of a garage service operator for repair or servicing, or
- (b) the garage service operator has taken from the customer as payment or part payment for the purchase of another motor vehicle that is to be delivered to the customer;

IMPORTANT: The wording of this Addendum forms part of the ICBC Autoplan Optional Policy, replacing the corresponding wording in condition 4 and subconditions 3 (2), 3 (3), 3 (7.1), 3 (7.2), 3 (8), 3 (9), 3 (10), 5 (3) and 5 (4) of Division 8 – Prescribed Conditions

Condition 3, Prohibited use

- (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.
- (7.1) An insured must not operate a vehicle, in circumstances in which third party liability insurance coverage provided by a blanket certificate is extended under this contract, if the insured does, omits to do, participates in, assents to or acquiesces in anything that results in
- (a) a breach of the extended coverage provided under this contract,
 - (b) the invalidity of a claim under the extended coverage provided under this contract, or
 - (c) the forfeiture of a right under the extended coverage provided under this contract.
- (7.2) An insured named in an owner's certificate issued in respect of a vehicle must not permit the vehicle to be operated, in circumstances in which third party liability insurance coverage provided by a blanket certificate is extended under this contract, if the insured does, omits to do, participates in, assents to or acquiesces in anything that results in a breach, the invalidity of a claim or the forfeiture of a right referred to in subsection (7.1)
- (8) It is a breach of this condition if the injury, death, loss or damage in respect of which a claim is made by an insured is caused by or results from an intentional act of violence committed by the insured by means of a vehicle unless the insured is a mentally disordered person at the time of the act.
- (9) It is a breach of this condition if
- (a) an insured is operating a vehicle while 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 a jurisdiction of the United States of America that is similar to a provision referred to in subparagraph (i) or (ii), or
 - (c) an insured is convicted of an offence committed before December 18, 2018
 - (i) under section 253 (1) (b) of the *Criminal Code*, or
 - (ii) *Repealed*.
 - (iii) under a provision of the law of a jurisdiction of the United States of America that is similar to a provision referred to in subparagraph (i), and the accident in respect of which the insured's claim is made occurred during the insured's commission of the offence and while the insured was operating a vehicle,
 - (d) *Repealed*.
- (10) In subcondition (9):
- "convicted"** includes being
- (a) found guilty under the *Youth Criminal Justice Act* (Canada) of contravening
 - (i) a provision referred to in the definition of "motor vehicle related *Criminal Code* offence", or
 - (ii) in the case of a contravention occurring before December 18, 2018, a provision referred to in subsection (9) (c) (i), and
 - (b) convicted or subject to a similar result in a jurisdiction of the United States of America under a law similar to the *Youth Criminal Justice Act* (Canada) for contravening a provision of the law of that jurisdiction referred to in subsection (9) (b) (iii) or (c) (iii);

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

- (a) an offence under section 220 or 221 of the *Criminal Code*;
- (b) an offence committed before December 18, 2018 under any of the following provisions of the *Criminal Code*:
 - (i) section 249;
 - (ii) section 252;
 - (iii) section 253 (1) (a);
 - (iii.1) section 254 (5);
 - (iv) section 255 (2);
 - (v) section 255 (3);
 - (vi) section 259 (4);
- (c) an offence committed on or after December 18, 2018 under any of the following provisions of the *Criminal Code*:
 - (i) section 235;
 - (ii) section 236;
 - (iii) section 239 (1);
 - (iv) section 320.13 (1);
 - (v) section 320.13 (2);
 - (vi) section 320.13 (3);
 - (vii) section 320.14 (1) (a);
 - (viii) section 320.14 (1) (b);
 - (ix) section 320.14 (1) (c);
 - (x) section 320.14 (1) (d);
 - (xi) section 320.14 (2);
 - (xii) section 320.14 (3);
 - (xiii) section 320.15 (1);
 - (xiv) section 320.15 (2);
 - (xv) section 320.15 (3);
 - (xvi) section 320.16 (1);
 - (xvii) section 320.16 (2);
 - (xviii) section 320.16 (3);
 - (xix) section 320.18 (1).

Condition 4, 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, leased, rented or operated by the insured has been involved,
 - (ii) any claim made in respect of the accident, and
 - (iii) any other insurance held by the insured providing coverage for the accident,
- (b) on receipt of a claim, legal document or correspondence relating to a claim, immediately send the insurer a copy of the claim, document or correspondence,
- (c) cooperate with the insurer in the investigation, settlement or defence of a claim or action,
- (d) except at the insured's own cost, assume no liability and settle no claim, and
- (e) allow the insurer to inspect an insured vehicle or its equipment or both at any reasonable time.

Condition 5, Requirements if loss or damage to vehicle

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