

IMPORTANT: The wording of this Addendum forms part of the ICBC Garage Policy Booklet, replacing the corresponding wording in the subconditions described below.

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Division 2 – Definitions and Interpretation

2.2 **Act and Regulations definitions** – Unless otherwise defined in this policy, words and phrases used in this policy have the meanings given to them by sections 1 and 1.1 of the Insurance (Vehicle) Act (the “Act”) and regulations pursuant to the Act (the “Regulations”) and apply to this policy even if in the context of the Act or Regulations they apply only to universal compulsory vehicle insurance.

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Division 3 – General Terms and Conditions

3.2 **Policy does not apply** – Unless otherwise provided, this policy does not apply and no coverage will be provided in respect of

- (a) a vehicle licensed under section 9 of the Motor Vehicle Act while the vehicle is being operated off a highway,
- (b) a trailer while being drawn otherwise than by vehicle power or human power,
- (c) a vehicle being operated by remote control without a driver in the vehicle,
- (d) an aircraft except when the aircraft is being drawn as a trailer on a highway,
- (e) a vehicle being used in a contest, show or race, or in advanced or performance driver training, if
 - (i) the activity is held or conducted on a track or other location temporarily or permanently closed to all other vehicle traffic, and
 - (ii) there exists an element of race or speed test, which means driving at high speed, and includes passing maneuvers, driving in close proximity to another vehicle or assessing vehicle limitations in speed, acceleration, turning or braking,
- (f) an amphibious vehicle when being used in or upon water, when docked or floating in water, or when being launched into or landed from water, or (g) a vehicle that is fitted with wheels of the crawler type, including track conversion kits, rubber track conversion systems and rubber tracked crawlers, while the vehicle is being operated off a highway, except if that vehicle is
 - (i) licensed under section 10 of the Motor Vehicle Act, or
 - (ii) a snowmobile or a snow vehicle.

3.3 **Interpretation Act** – Section 25 (3) and (4) of the Interpretation Act do not apply in respect of renewal of this policy, and this policy is not in force in the interval between its expiry and renewal. This policy is not in force at any time that the owner's certificate to which it relates is not in force.

3.6 **Exclusion** –

- (a) The Corporation is not liable
 - (i) under this policy in respect of injury, death, loss or damage arising, directly or indirectly, out of radioactive, toxic, explosive or other hazardous properties of nuclear substances within the meaning of the Nuclear Safety and Control Act (Canada), or
 - (ii) under Division 5, 6 or 7 of this policy in respect of loss or damage arising, directly or indirectly out of a declared or undeclared war or insurrection, rebellion or revolution.
- (b) Subsection (a) (i) does not apply to the carriage of radioisotopes that are
 - (i) packaged and labelled in accordance with the Transportation of Dangerous Goods Act (Canada), and
 - (ii) to be used for medical treatment, research, photography, x-ray or other similar purposes using radioisotopes.

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Division 4 – Extension Third Party Liability Insurance Coverage

4.1 **Extension third party liability insurance coverage** – The Corporation agrees to extend the limit of third party liability insurance coverage provided to the insured under Part 1 of the Act and regulations made under that Part to the amount shown on the garage vehicle certificate. Coverage provided under this section is on the same terms and conditions as set out in the Act and Insurance (Vehicle) Regulation for third party liability insurance coverage provided under Part 1 of the Act, unless otherwise provided in this policy, an endorsement, rider or amendment to this policy, or a special coverage certificate or policy.

Pages 13 and 14

Division 10 Garage Policy Terms and Conditions

GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS (APV4C)

5. **Vehicle defined**

In the Garage Policy, the following words have the following meanings:

“owned vehicle” means

- (a) any vehicle, including its equipment, as defined for a declared value vehicle in section 5.11 of the Garage Booklet, owned by or leased to the named insured in the business stated on the Garage Policy,
- (b) any camper or canopy owned by or leased to the named insured in the business as stated on the Garage Policy,
- (c) any vehicle sold in the business as stated on the Garage Policy by the named insured but not delivered by the named insured to the purchaser thereof, and

- (d) notwithstanding sections 1.01(1) and 1.02(2) of the Act and section 2 of the Insurance (Vehicle) Regulation and sections 3.2 and 5.2 of the Garage Booklet, any vehicle that is excluded from the Act and Regulations or the Garage Policy, when owned by or leased by the named insured in the business as stated on the Garage Policy, but does not include any other vehicle the ownership, use or operation of which is excluded by the general provisions, definitions and exclusions pursuant to the Garage Policy.

“customer's vehicle” means

- (a) a vehicle owned or a camper owned by another
 - (i) while being towed by, carried on, or pushed by a vehicle driven by the named insured or the named insured's partner, officer or employee,
 - (ii) while in the care, custody or control of the insured in the business as stated on the Garage Policy for testing, repair, maintenance, servicing, storage, or parking, or
 - (iii) while held for sale on consignment,but does not include a vehicle
 - (A) owned or leased by the named insured or the named insured's partner or officer, or
 - (B) sold by the named insured but not delivered by the named insured to the purchaser thereof,
- (b) notwithstanding sections 1.01(1) and 1.02(2) of the Act and section 2 of the Insurance (Vehicle) Regulation and sections 3.2 and 5.2 of the Garage Booklet, a customer's vehicle includes a vehicle owned by another that is excluded from the Act and Regulations or the Garage Policy where subsection (a) of this definition applies to the vehicle,
- (c) for the purpose only of the Garage Policy, a vehicle that is not owned by the insured shall be deemed to be a customer's vehicle where the insured may be or is vicariously liable to another, (excepting only the owner of the non-owned vehicle) because of the use or operation of such a non-owned vehicle by an agent or servant of the insured in the course of their employment by or agency for the insured.

Pages 15 and 16

SECTION 1 – OWNED OR CUSTOMERS' VEHICLES – THIRD PARTY LIABILITY, ENHANCED ACCIDENT BENEFITS, BASIC VEHICLE DAMAGE COVERAGE, FIRST PARTY COVERAGE AND UNDERINSURED MOTORIST PROTECTION RIDER (APV4D) INSURING AGREEMENTS

In consideration of the premium paid for the subsection(s) for which a premium is specified under section 1 of the Garage Policy and no other, the Corporation agrees:

1. Under subsection 1A of the Garage Policy to indemnify the insured in accordance with Part 6 of the Insurance (Vehicle) Regulation and Division 4 of the Garage Booklet, if applicable, for third party liability imposed by law upon the insured, for loss or damage arising from the use or operation of an owned vehicle; to pay benefits in accordance with the Act Part 10, Enhanced Accident Benefits; indemnify the insured in accordance with Part 11, Basic Vehicle Damage Coverage; and compensate the insured in accordance with Insurance (Vehicle) Regulation Part 10, First Party Coverage, provided that the Corporation shall not be liable under this subsection
 - (a) for liability imposed upon any person insured by the Garage Policy for bodily injury to or the death of any partner, officer or employee of such person while engaged in the business of the named insured,
 - (b) for any amount in excess of the limits stated in subsection 1A of the Garage Policy,
 - (c) under Part 6 of the Insurance (Vehicle) Regulation for any liability for direct loss or damage to an owned vehicle or a customer's vehicle, or
 - (d) under Part 6 of the Insurance (Vehicle) Regulation for any liability arising out of indirect loss or damage to the customer's vehicle (other than loss of use, subject to a limit of \$100 per day and a total limit of \$2000 per vehicle per occurrence), including but not limited to, accelerated depreciation or consequential loss.
2. Under subsection 1B of the Garage Policy to indemnify the insured in accordance with Insurance (Vehicle) Regulation Part 6 and Division 4 of the Garage Booklet, if applicable, for third party liability imposed by law upon the insured for loss or damage occurring while the customer's vehicle is in the care, custody, or control of the insured and arising from the use or operation of a customer's vehicle; to pay benefits in accordance with the Act Part 10, Enhanced Accident Benefits; indemnify the insured in accordance with Part 11, Basic Vehicle Damage Coverage; and compensate the insured in accordance with Insurance (Vehicle) Regulation Part 10, First Party Coverage, provided that the Corporation shall not be liable under this subsection
 - (a) for any liability imposed upon any person insured by the Garage Policy for bodily injury to or the death of any partner, officer or employee of such person while engaged in the business of the named insured,
 - (b) for any amount in excess of the limits stated in subsection 1B of the Garage Policy,
 - (c) under Part 6 of the Insurance (Vehicle) Regulation for any liability for direct loss or damage to an owned vehicle or a customer's vehicle, or
 - (d) under Part 6 of the Insurance (Vehicle) Regulation for any liability arising out of indirect loss or damage to the customer's vehicle (other than loss of use, subject to a limit of \$100 per day and a total limit of \$2000 per vehicle per occurrence), including but not limited to, accelerated depreciation or consequential loss.