

IMPORTANT: The following wording with respect to unlisted driver accident premium amends and forms part of the ICBC Autoplan Optional Policy Booklet:

UNLISTED DRIVER ACCIDENT PREMIUM

The following wording forms part of the ICBC Autoplan Optional Policy Booklet.

DEFINITIONS

For this Unlisted Driver Accident Premium, the following words or phrases have the following meanings:

“chargeable claim payment” means a payment made by ICBC or another insurer:

(a) where the date of the accident is on or after May 1, 2021, including an accident involving an unidentified person and including for the purposes of Part 3 of the IVR, payment under Part 6 of the IVR in respect of a vehicle providing the motive power where an accident involving a combination of vehicles occurred, under the following circumstances with respect to a user or operator of a vehicle who is more than 25% responsible for an accident:

(i) payment under the certificate insuring the user or operator who is more than 25% responsible for an accident in respect of death or injury to another person or loss or damage to property of another person or to property to which own damage coverage applies, but does not include a payment made in respect of:

- A. a claim under comprehensive coverage;
- B. a claim under specified perils coverage;
- C. a claim under underinsured motorist protection;
- D. a claim under loss of use coverage with respect to a claim under comprehensive coverage or specified perils coverage;
- E. a claim for an amount under \$10;
- F. a claim under Roadstar and Roadside Plus packages or similar coverage to Roadstar and Roadside Plus packages provided by another insurer;
- G. a claim under a Replacement Cost Endorsement or similar coverage provided by ICBC or another insurer;
- H. a claim under a certificate or policy that provides coverage to a trailer;
- I. a claim under an additional product certificate other than a Temporary Operation Permit and Owner's Certificate of Insurance (APV16);
- J. a claim under a Fleet Reporting Certificate (APV90);
- K. a claim for a vehicle rated in vehicle rate class 030 , 035 or 036;
- L. a claim where the driver had only a learner licence or a non-BC licence at the time of the accident;
- M. a repaid claim as defined in Schedule D of the Tariff;
- N. a repaid fleet claim in accordance with Schedule I of the Tariff;
- O. a claim under a storage policy issued by ICBC or similar coverage provided by another insurer;
- P. a claim for basic vehicle damage coverage; or
- Q. a claim for hit and run coverage;
- R. a claim for enhanced accident benefits;

(ii) payment under a certificate or policy insuring a person, other than the user or operator of the vehicle who is more than 25% responsible for the accident, in respect of loss or damage to a vehicle insured under that certificate, for:

- A. a collision claim under a Storage Policy (APV345), the storage coverage under a Collector Multi-Vehicle Licence and Certificate (APV317) or similar coverage provided by another insurer; or
- B. a claim for basic vehicle damage coverage,

(iii) despite paragraph (a)(i), enhanced accident benefits payments under a certificate or under Part 10 of the Act if the total payments multiplied by the percentage responsibility of the user or operator who is more than 25% responsible for the accident are \$500 or more;

But the payments described in paragraphs (a)(i), (a)(ii) and (a)(iii) do not include payments made in respect of an accident where the first payment made in respect of the accident occurs more than 48 months after the time of the accident.

(b) where the date of the accident is on or after September 1, 2019 and before May 1, 2021, in respect of death or injury to another person or loss or damage to property of another person or to property to which own damage coverage applies, including for the purposes of Part 3 of the Regulation, payment under Part 6 of the Regulation in respect of a vehicle providing the motive power where an accident involving a combination of vehicles occurred, but does not include a payment:

- (i) made in respect of
 - A. a claim for a hit and run accident occurring on a highway;
 - B. a claim for accident benefits;
 - C. a claim under comprehensive coverage;
 - D. a claim under specified perils coverage;
 - E. a claim under underinsured motorist protection;
 - F. a claim under loss of use coverage with respect to a claim under comprehensive coverage or specified perils coverage;
 - G. a claim for an amount under \$10;

- H. a claim under RoadStar and Roadside Plus packages or similar coverage to RoadStar and Roadside Plus packages provided by another insurer;
- I. a claim under a Replacement Cost Endorsement or similar coverage provided by the Corporation or another insurer;
- J. a trailer;
- K. a claim under an additional product certificate other than a Temporary Operation Permit and Owner's Certificate of Insurance (APV16);
- L. a claim under a Fleet Reporting Certificate (APV90);
- M. a claim for a vehicle rated in vehicle rate class 030, 035 or 036 as described in Schedule B of the Tariff;
- N. a claim where the driver had a learner licence or a non-BC licence, as defined in Schedule D of the Tariff, at the time of the accident;
- O. a repaid claim as defined in Schedule D of the Tariff;
- P. a repaid fleet claim in accordance with Schedule I of the Tariff;
- Q. a claim under a storage policy issued by the Corporation or similar coverage provided by another insurer; or
- R. a claim for a vehicle insured under Fleetplan where the date of the accident occurred prior to January 1, 2020;
 - (ii) made in respect of an accident where the first payment made in respect of the accident occurs more than 48 months after the time of the accident; or
 - (iii) made in respect of an accident involving the contributory negligence of another person other than a person insured under the certificate where 75% or more of the payment is recoverable from that other person;

“employee” means an employee, director, officer or partner.

“enhanced care rebate” means the rebate set out in section 2.K.4 of the Tariff.

“enhanced care transitioned certificate” means a certificate where the calculation for the enhanced care rebate, has been applied by ICBC to the certificate.

“medical emergency” means an emergency that requires an unplanned visit to a doctor or hospital for the purpose of receiving medical attention for an illness, condition, or injury.

“principal driver” means the following person:

- (a) if determined at the time of issuing a new or renewal owner's certificate
 - (i) if there is only one listed driver, the listed driver, or
 - (ii) if there is more than one listed driver, the listed driver, if any, who will operate the vehicle specified in the owner's certificate for more time than any other listed driver during the term of the owner's certificate, or
- (b) if determined at the time of a change to add or remove listed drivers from an owner's certificate
 - (i) if there is only one listed driver, the listed driver, or
 - (ii) if there is more than one listed driver, the listed driver, if any, who will operate the vehicle specified in the owner's certificate for more time than any other listed driver during the remaining term of the owner's certificate.

“Tariff” means the tariff or schedule of rates for universal compulsory vehicle insurance approved by the British Columbia Utilities Commission.

“unlisted driver” means a person who is not a listed driver.

“unlisted driver accident premium scan period” means the time period:

- (a) starting from the date of an accident; and
- (b) extending backward, the shorter of the following time periods:
 - (i) 5 years; or
 - (ii) to September 1, 2019.

“unlisted driver claim payment” means a chargeable claim payment made in respect of an accident in which an unlisted driver was driving a vehicle insured under an owner's certificate with an effective date on or after September 1, 2019 or such a payment that would have been a chargeable claim payment:

- (a) had it not been repaid to the Corporation, except when repaid under the terms of a policy issued by the Corporation or another insurer in respect of a service offered by an established business or charity, that requires a person insured under such a policy to operate their customer's vehicle for the purpose of returning that vehicle to the customer's place of residence or alternative location requested by the customer when that customer's ability to operate the vehicle has been impaired by alcohol or drug consumption or by a medical procedure and the claim that was repaid was incurred in the course of providing the service described above; or
- (b) had it not been excluded from the definition of chargeable claim payment in accordance with subparagraph (a)(i)(L) or (b)(i)(N) of that definition.

TERMS AND CONDITIONS

1. An unlisted driver accident premium is payable by an owner or, in the case of a leased vehicle, a renter (lessee) named in the owner's certificate, in the amount determined in accordance with section 2, for each unlisted driver claim payment made if:
 - (a) the owner's certificate describing the vehicle driven by an unlisted driver does not indicate:
 - (i) the unlisted driver protection is included in the premium paid on the owner's certificate; or
 - (ii) that a premium for the unlisted driver protection premium has been paid for on the owner's certificate;
 - (b) an unlisted driver is driving the vehicle described in the owner's certificate at the time of an accident that results in an unlisted driver claim payment and the unlisted driver, at the time of the accident, is one of the following:
 - (i) a member of the household, or an employee, of the owner or, in the case of a leased vehicle, the renter (lessee),
 - (ii) a member of the household, or an employee, of the principal driver,
 - (iii) a person who does not hold a valid driver's licence,
 - (iv) a person who, as an unlisted driver, drives a vehicle insured under any owner's certificate in the name of the owner or, in the case of a leased vehicle, the renter (lessee), named on the certificate, on more than 12 days in the 12 month period prior to the date of accident,
 - (v) a person who, on two or more previous occasions during the unlisted driver accident premium scan period, was the driver of any vehicle insured under any owner's certificate in the name of the owner or, in the case of a leased vehicle, the renter (lessee), named on the certificate, at the time of an accident that resulted in a chargeable claim payment or a payment that would have been a chargeable claim payment:
 - A. had it not been repaid to the Corporation, except when repaid under the terms of a policy issued by the Corporation or another insurer in respect of a service offered by an established business or charity, that requires a person insured under such a policy to operate their customer's vehicle for the purpose of returning that vehicle to the customer's place of residence or alternative location requested by the customer when that customer's ability to operate the vehicle has been impaired by alcohol or drug consumption or by a medical procedure and the claim that was repaid was incurred in the course of providing the service described above; or
 - B. had it not been excluded from the definition of chargeable claim payment in accordance with subparagraph (a)(i)(L) or (b)(i)(N) of that definition.
2. The amount of unlisted driver accident premium payable when an unlisted driver claim payment occurs is:
 - (a) \$0 if:
 - (i) the unlisted driver has never been issued a driver's licence or learner driver's licence in BC or another jurisdiction;
 - (ii) the most recent driver's licence or learner driver's licence issued to the unlisted driver was not issued in BC;
 - (iii) at the time of the accident, the unlisted driver is receiving driver training for a BC class 1, 2, 3 or 4 driver's licence, from a driver training instructor for a driver training school or driver training institute, licensed by the Corporation in accordance with Division 27 of the Motor Vehicle Act Regulation, and the learner premium, as described in section 2.O of the Tariff, has been paid for the vehicle operated by the unlisted driver; or
 - (b) if paragraph (a) does not apply, the amount is determined using one of the following methods:
 - (i) for a certificate that is not an enhanced care transitioned certificate, calculate the premium difference by subtracting the amount calculated in subparagraph A from the amount calculated in subparagraph B without reference to any premium paid in respect of a Temporary Change of Use and/or Territory Endorsement (APV40):
 - A. the premium paid for the number of days in the term of the policy that are unexpired as of the date of the accident, divided by that number of days, multiplied by the number of days in the term of the policy; and
 - B. the premium that would have been payable, using the base rate that was in effect on the certificate effective date, for the number of days in the term of the policy that are unexpired as of the date of the accident had the unlisted driver been added on the date of the accident as a listed driver, but not the principal driver, divided by that number of days, multiplied by the number of days in the term of the policy;
 - (ii) for an enhanced care transitioned certificate where the date of the accident is before May 1, 2021, calculate the premium difference by subtracting the amount calculated in subparagraph A from the amount calculated in subparagraph B without reference to any premium paid in respect of a Temporary Change of Use and/or Territory Endorsement (APV40):
 - A. the premium paid for the number of days in the term of the certificate that are unexpired as of the date of the accident, without including the calculation an enhanced care rebate, divided by that number of days, multiplied by the number of days in the term of the certificate; and
 - B. the premium that would have been payable, using the base rate that was in effect on the certificate effective date, for the number of days in the term of the certificate that are unexpired as of the date of the accident had the unlisted driver been added on the date of the accident as a listed driver, but not the principal driver, divided by that number of days, multiplied by the number of days in the term of the certificate; or
 - (iii) for an enhanced care transitioned certificate where the date of the accident is on or after May 1, 2021, calculate the premium difference by subtracting the amount calculated in subparagraph A from the amount calculated in subparagraph B without reference to any premium paid in respect of a Temporary Change of Use and/or Territory Endorsement (APV40):
 - A. the premium paid for the number of days in the term of the certificate that are unexpired as of the date of the accident, including the calculation for an enhanced care rebate, divided by that number of days, multiplied by the number of days in the term of the certificate; and
 - B. the premium that would have been payable using the base rate in effect on May 1, 2021, for the number of days in the term of the certificate that are unexpired as of the date of the accident had the unlisted driver been added on the date of the accident as a listed driver, but not the principal driver, divided by that number of days, multiplied by the number of days in the term of the certificate;
3. The unlisted driver premium set out in section 1 is not payable in respect of an unlisted driver claim payment if the vehicle was being driven due to a medical emergency.

if the premium difference is a negative amount or is less than or equal to \$5, no unlisted driver accident premium is payable, otherwise the unlisted driver accident premium payable is the premium difference calculated in (i), (ii) or (iii) multiplied by 15, to a maximum of 2 times the premium paid for the policy.