

## EXCESS UNDERINSURED MOTORIST PROTECTION POLICY (APV334)

If a premium is shown for optional coverage on the System-Wide Outage Temporary Operation Permit and Certificate of Insurance, the Corporation agrees, subject to the terms and conditions set out in this policy, to provide underinsured motorist protection (UMP) coverage as follows:

1. if, at the time of an accident, the insured or any member of the insured's household is either an individual named as the sole owner, renter or lessee in an owner's certificate, or named on a driver's certificate, the Corporation agrees:
  - (a) to extend, to a total limit of \$2,000,000, the limit of UMP compensation under Division 2 of Part 10 of the Insurance (Vehicle) Regulation (the Regulation) set out in section 13 of Schedule 3 of the Regulation (the "basic UMP limit") with respect to the accident provided by:
    - (i) an owner's certificate in which the insured is named as the sole owner, renter or lessee, and
    - (ii) a driver's certificate on which the insured is named, and
  - (b) to pay as excess UMP compensation under this policy such increased amounts in respect of the accident as would be payable if the basic UMP limit under the following were a total limit of \$2,000,000:
    - (i) an owner's certificate in which a member of the insured's household is named as the sole owner, renter or lessee, and
    - (ii) a driver's certificate on which a member of the insured's household is named;
2. if, at the time of an accident involving a vehicle with respect to which the insured or any member of the insured's household is an individual named as a joint owner, renter or lessee in the owner's certificate for the vehicle, the Corporation agrees to pay as excess UMP compensation under this policy to or in respect of each occupant of the vehicle such increased amounts as would be payable if the basic UMP limit under the certificate were a total limit of \$2,000,000;
3. if the insured or any member of the insured's household is entitled to UMP coverage from the Corporation with respect to an accident under a certificate or policy not described in paragraphs 1 or 2 above, the Corporation agrees to pay as excess UMP compensation under this policy to or in respect of the insured or household member such increased amounts as would be payable if the basic UMP limit under the certificate or policy were a total limit of \$2,000,000; and
4. a person is entitled to excess or extended UMP coverage under only one of paragraphs 1 to 3 above with respect to an accident regardless of how many paragraphs may apply.
5. This policy is comprised of this form and the following terms and conditions of the Optional Policy: Divisions 2 and 3, the applicable prescribed conditions of Division 8, and any other terms and conditions indicated as applicable on this form.
6. Unless otherwise provided in this policy, all terms, conditions, provisions, definitions and exclusions of Division 2 of Part 10 of the Regulation shall have full force and effect with respect to the coverage provided by this policy.
7. No UMP compensation is payable under this policy to or in respect of a person unless and until the person has complied with the terms and conditions of Division 2 of Part 10 of the Regulation, and the Corporation has paid, or is required to pay, the basic UMP limit to or in respect of the person pursuant to Division 2 of Part 10 of the Regulation.
8. When UMP compensation is payable under this policy in respect of a person who is deceased, the personal representative of the deceased and a person who, in the jurisdiction in which an accident occurred, is entitled to maintain an action against an underinsured motorist for damages because of the death of the deceased each has the same right, if any, to UMP compensation payable under this policy as they do to UMP compensation payable in respect of the deceased under Division 2 of Part 10 of the Regulation.
9. All other insurance providing UMP coverage for the same accident for which this policy provides coverage shall be primary to the coverage provided under this policy.
10. This policy is void if it is issued to:
  - (a) a company or other entity that is not an individual,
  - (b) an insured who is not a resident of the Province of British Columbia at the time of issuance, or
  - (c) more than one individual.
11. The Motor Vehicle Liability Insurance Card Canada Inter-Province on the back of this document is not valid and does not serve as proof of liability insurance for any vehicle.
12. Coverage provided by this contract that extends the limit of coverage that is specified in a certificate or a policy is provided on the same terms and conditions of the coverage that is extended, except in respect of a prohibition, exclusion or different limit of coverage that is permitted by the Insurance (Vehicle) Act.
13. **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.**

### Terms and Conditions

In addition to the insuring clause and other terms and conditions set out in this policy, the following terms and conditions apply:

1. In this policy:
  - (a) "Optional Policy" means the ICBC Autoplan Optional Policy, and
  - (b) except as otherwise provided, all terms, including definitions, of the Insurance (Vehicle) Act and Regulation apply even if in the context of the Act or Regulation they apply only to universal compulsory vehicle insurance.