

EXTENSION UNDERINSURED MOTORIST PROTECTION

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

If a premium for Extension Underinsured Motorist Protection is indicated on an owner's certificate, subject to the terms and conditions set out below, the Corporation agrees:

1. to extend the limit of underinsured motorist protection (UMP) provided under Division 2 of Part 10 of the Regulation to the amount shown on the certificate except that no extended coverage is provided with respect to the following persons:
 - (a) a person named as owner, renter or lessee in the owner's certificate when the person is an occupant of a motor vehicle not described in the owner's certificate that is solely or jointly owned, rented or leased by the person or by a member of the person's household,
 - (b) a household member of a person named as owner, renter or lessee in the owner's certificate when the household member is an occupant of a motor vehicle not described in the owner's certificate that is solely or jointly owned, rented or leased by the owner, renter or lessee or a member of the owner's, renter's or lessee's household,
 - (c) an assigned corporate driver and household members of the assigned corporate driver except when an occupant of the vehicle described in the owner's certificate, and
 - (d) a person named as lessor in the owner's certificate or a household member of the person except when an occupant of the leased vehicle described in the owner's certificate, and
2. if any person is entitled to UMP coverage from the Corporation or another insurer with respect to an accident under another certificate or a policy, to pay excess or extended UMP compensation under this policy to or in respect of the person, to the limit shown on the owner's certificate, but only to the extent that limit exceeds the sum of the limits of coverage under the other certificates and policies.
2. 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.
3. 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.
4. 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.
5. 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.
6. All other insurance, except that under Division 2 of Part 10 of the Regulation, providing UMP coverage for the same accident for which this policy provides coverage shall be primary to the coverage provided under this policy, whether such coverage is stated to be primary, contingent or excess.
7. 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.
8. 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.
9. **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.