



Name of Applicant(s):	Transaction/Certificate#:	Effective Date:	Expiry Date:
Lyft Canada Ltd	1203379792/7Y.YWB	December 1, 2021	November 30, 2022

NSC #:	PT Ref #:
202-654-240	000075265

The applicant (hereinafter called the “transportation network company”) hereby applies to the Corporation for a TNS Blanket Certificate/TNS Blanket Policy, and this application forms part of this certificate of insurance.

In consideration of the premium paid to the Corporation for this certificate, the Corporation agrees to provide indemnity to the extent, but subject to the conditions, exclusions and other terms, set out in this certificate.

Coverages

Third Party Liability (Insurance (Vehicle) Regulation, Part 6) (Optional Policy, Division 4)	Limit \$1 Million
Enhanced Accident Benefits (the Act, Part 10)	Limit as per the Act and the Regulations
Basic Vehicle Damage Coverage (the Act, Part 10)	Limit As per the Regulations
Collision (Optional Policy, Division 5)	Deductible \$2,500
Comprehensive (Optional Policy, Division 5)	Deductible \$2,500



Estimated Annual Kilometers by Zone		
Zone 1	Zone 2	Zone 3
██████████	████	████

The net rates for the coverages shown below are set out in the following table for each kilometre driven and includes all applicable discounts and surcharges.

Rate per Kilometer by Zone		
Zone 1	Zone 2	Zone 3
█ ██████	█ ██████	█ ██████





Transportation Network Services Certificate Terms and Conditions

The following terms and conditions replace sections 1-5 of the terms and conditions stated on the APV284, Manuscript Certificate/Manuscript Policy that form part of this certificate

1. 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 Act and the Regulations.
2. In this certificate, "Optional Policy" means the ICBC Autoplan Optional Policy. This certificate is comprised of this form, all attached riders, endorsements, monthly reports and declarations, the applicable Terms and Conditions, and if optional insurance is purchased, the terms and conditions of the Optional Policy: Divisions 2, 3, Division 8 (Prescribed Conditions), and any other terms and conditions indicated as applicable on this certificate.
3. Except as otherwise provided in this certificate, all terms and conditions, including definitions, of the Act and the Regulations, apply to this certificate.
4. By signing this application, the transportation network company acknowledges all the terms and conditions contained herein and, if applicable, in the Optional Policy, and declares that the particulars set out in this certificate are true.
5. This certificate shall not be binding until signed and validated by an agent or other authorized representative of the Corporation and the deposit premium payable for this certificate has been paid.
6. **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.**
7. In this certificate:

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

"insured vehicle" means a TNS vehicle used or operated for transportation network services use on behalf of the transportation network company;

"transportation network services use" means use or operation of a TNS vehicle under the transportation network services authorization of the transportation network company, when:

- (a) the vehicle has been hailed by or for passengers through the use of the online platform to which the transportation network services authorization relates, and
- (b) the vehicle is being operated for the purposes of picking up, transporting or dropping off of those passengers.

"the Act" means the Insurance (Vehicle) Act.

"the Regulations" means the regulations pursuant to the Act.

"zone" means any one of the zones 1, 2 and 3.

"zone 1" means Territory D.

"zone 2" means Territories E, G, H, L and those parts of Territory W within the boundaries of Victoria, Saanich, North and Central Saanich, Esquimalt, Oak Bay and Sidney.

"zone 3" means Territories F, N, P, R, S, V, X, Y and those parts of Territory W not included in zone 2.



8. Subject to the limits and deductibles set out in this certificate, while an insured vehicle is being used or operated for transportation network services use in accordance with this certificate, this certificate provides:
 - (a) universal compulsory vehicle insurance coverage pursuant to the Insurance (Vehicle) Regulation Part 6 (third party liability insurance coverage), and the Act Part 10 (enhanced accident benefits) and Part 11 (basic vehicle damage coverage) instead of the coverage provided under these Parts for an insured vehicle by another certificate, and
 - (b) the following optional vehicle coverages for an insured vehicle on a primary basis to coverages provided by another certificate for the vehicle if a limit or deductible for the coverage is shown or the coverage is indicated as included on this certificate:
 - (i) extension third party liability insurance coverage in accordance with Division 4 of the Optional Policy,
 - (ii) collision and comprehensive in accordance with Division 5 of the Optional Policy;

9. The coverage provided pursuant to:
 - (a) section 8:
 - (i) is, except as provided in this section, provided in accordance with and subject to the same terms and conditions that would apply if the coverage were provided by the owner's certificate for an insured vehicle; and
 - (ii) provides no indemnity or benefits for the transportation network company, except where the transportation network company is the registered owner, or in the case of a leased vehicle, the renter (lessee) of the insured vehicle,
 - (b) section 8(a) has a limit of liability of \$1,000,000 for Insurance (Vehicle) Regulation Part 6 (third party liability insurance coverage), in accordance with Schedule 3 of the Insurance (Vehicle) Regulation.

10. The following terms and conditions apply to this certificate:
 - (a) this certificate is only valid with respect to an insured vehicle if the vehicle is licensed and insured under a valid and subsisting owner's certificate;
 - (b) even though the transportation network company is not entitled to indemnity or benefits under this certificate, the terms and conditions of sections 75, 76, 77 and 93.1 of the Insurance (Vehicle) Act shall apply as between the Corporation and the transportation network company as if the transportation network company were an insured referred to in those sections;
 - (c) the transportation network company declares that it has a valid transportation network services authorization with respect to the provision of transportation network services and that it will maintain such a valid transportation network services authorization during the term of the certificate;
 - (d) and the transportation network company must comply with the terms of section 35.2 of the Insurance (Vehicle) Act regarding providing information to the Corporation; and
 - (e) the transportation network company must not permit an insured vehicle to be operated in circumstances in which coverage is provided under this certificate, if the transportation network company does, omits to do, participates in, assents to or acquiesces in anything that results in
 - (i) a breach of a condition of this certificate,
 - (ii) the invalidity of a claim under this certificate, or
 - (iii) the forfeiture of a right under this certificate.

11. With respect to the premium payable for this certificate:



- a) on or before the tenth day of each month commencing on the second month of the certificate term and ending on the tenth day of the month following the expiration of the certificate term, the transportation network company shall report the actual distance driven by all insured vehicles with respect to transportation network services use in accordance with Section 2.F.17 of the Basic Insurance Tariff for the preceding calendar month in the form established by the Corporation;
- b) the earned premium shall be calculated monthly by applying the rates specified in the certificate to the actual distance driven reported and the resulting earned premium is due and payable within ten days of receipt of invoice from ICBC;
- c) the deposit premium shall be applied towards any premium earned during the final three months of the certificate term. In the event that such deposit premium is insufficient to pay for the premium earned during any of the final three months of the certificate term, the amount of earned premium outstanding as a result of the depletion of deposit premium shall become due and payable within ten days of receipt of invoice from ICBC;
- d) the Corporation shall refund any unearned premium to the transportation network company following receipt of the final monthly report for the certificate term;
- e) at the Corporation's option, failure to comply with section 11(a) may result in the balance of the premium for the full certificate term becoming due and payable based on the estimated annual distance driven;
- f) the Corporation, through any authorized representative and at any reasonable times during the term of or any renewal of this certificate, may inspect the records of the transportation network company relating to any insured vehicle insofar as they relate to the calculation of premium or the subject matter of this certificate; and

12. If the transportation network company violates a term or condition of:

- a) this certificate; or
- b) its transportation network services authorization;

in a manner the Corporation considers an issue of public safety, then the Corporation may terminate this certificate in accordance with section 13.

13. (a) This certificate may be terminated

- i. by the transportation network company at any time on request, and
- ii. by the Corporation not less than
 - A. 5 days after the insurer gives written notice of termination to the insured person, or
 - B. 15 days after the insurer sends by registered mail, written notice of termination to the last address of the insured according to the insurer's records.

- (b) On termination the Corporation must refund the excess of premium actually paid by the insured over the proportionate premium for the expired time less any debt owed by the transportation network company to the Corporation, but in no event must the proportionate premium for the expired time less any debt owed by the transportation network company to the Corporation be less than any minimum retained premium specified in this contract.
- (c) If this contract is terminated by the Corporation, the refund must accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund must be made as soon as practicable.

If optional insurance is purchased the transportation network company consents to accept delivery of a copy of the Optional Policy by viewing it at www.icbc.com/optionalpolicy, or acknowledges receipt of a copy of the Optional Policy.