

# **ICBC Fairness Officer**

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**2022/23 Annual Report**

**Michael Skinner**  
Fairness Officer

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**2022/23 Annual Report**  
**Office of the ICBC Fairness Officer**

## **Introduction**

The Annual Report of the ICBC Fairness Officer is a summary of activities in 2022/23. The report is a requirement of the Fairness Officer's Terms of Reference, outlined in Appendix C.

This report includes:

- Fairness Officer professional biography, and personal message from the Fairness Officer
- The concept and functional components of the Office of the ICBC Fairness Officer, with some examples of customer complaints and resolved cases
- Statistics from 2022/2023 fiscal year: April 1, 2022 to March 31, 2023
- Terms of Reference for the Fairness Officer and addendum

## **The ICBC Fairness Officer**

Michael Skinner is an experienced investigator, administrator and dispute resolution specialist. In his 30-year public sector career he has served as Executive Director of the Health Professions Review Board and led civil justice reform projects with the Dispute Resolution Office at the B.C. Ministry of Attorney General. His extensive work with two Offices of the British Columbia legislature – the Office of the Information and Privacy Commissioner and Office of the Ombudsperson – shaped his commitment to multi-party dispute resolution, complex investigations and major public reporting. He has authored several significant public reports incorporating recommendations for systemic reform.

Prior to his public sector career, Michael practiced as a barrister at two Vancouver law firms from 1982 to 1987, focusing on personal injury and general litigation. He is currently a director with the B.C. Council of Administrative Tribunals and a former member of the Law Society of B.C. and the British Columbia and American Trial Lawyers Associations. He obtained his law degree from the University of British Columbia after acquiring a business administration degree at the University of Alberta. He is active in community justice and relief organizations in the city of Victoria. He began his tenure as ICBC Fairness Officer on June 12, 2021, and was formally confirmed by Order in Council appointment July 12, 2021.

## Fairness Officer's Message

### *You can do this, but you can't do that*

A core part of the work of anyone appointed to a position in the world of administrative law - the ICBC Fairness Officer is one such example - is understanding one's jurisdiction. Jurisdiction is all about the authority and responsibility granted by government, and is typically found written in "enabling" Acts of the legislature; in regulations which are laws made under the authority of a particular Act and which flesh out the provisions of that Act; and in Terms and Conditions (T & C) letters issued under Executive authority.

#### What I can do as Fairness Officer:

Section 56 of the *Insurance Corporation Act (ICA)* sets out my powers and duties. In brief, it says I can investigate decisions, acts or procedures used in a "corporation process" that may "aggrieve a person," and make recommendations to resolve fairness complaints or to address systemic problems related to Corporation processes. It also allows me to provide advice and assistance to members of the public to help them navigate Corporation processes.

#### And what I cannot do:

Section 57 of the Act includes a number of constraints on my powers and duties. That section says that I may not comment on amounts payable by the Corporation, assessment of responsibility for an accident, matters that are before a court or tribunal, an arbitration award, or a *prescribed matter* (which is a clue to the reader to look for a related *regulation*). The *Fairness Officer Regulation* is the companion to Part 3 of the ICA – the Part that creates and enables the position of Fairness Officer. Most importantly, the Regulation says (legally, it *prescribes*) that I can't comment on or make recommendations addressing an action taken by the Corporation that it is required to take by law (e.g., a direction from the BC Utilities Commission (BCUC)). In practical terms, this means: [the tariff](#). The tariff represents the detailed legal core of ICBC's programs; it has the force of law and is periodically reviewed and approved by the BCUC in a public hearing process. The tariff is not something I can tinker with.

#### So what does this mean?

Inevitably, in the course of my work I will be exposed to processes about which I have fairness concerns but that are beyond my jurisdiction. The ICA and the Regulation make clear that this is "not my department"; prudence suggests I should just keep quiet about these matters. That's reasonable and wise counsel.

However, I've learned in a career's worth of work with administrative tribunals and fairness-focused organizations such as the Office of the Ombudsperson that persons sitting at the "complaints desk" gain over time a unique perspective on matters that can be of considerable assistance to corporate or government organizations when addressing systemic issues. These perspectives are typically broad, high-level observations that are inter-disciplinary or inter-jurisdictional in nature. I have found that it is not unusual for problems of communication, safety, efficiency or fairness to sometimes have their origins in the space *between* organizations. This is where fairness officers or tribunal members who receive information from a range of sources can make observations or suggestions that add value and

encourage necessary corrective action or reform. These “non-jurisdictional observations”, which the recipient is free to apply, or not, as they see fit are typically offered as a public-spirited form of management consulting.

A creative refinement:

I have had the pleasure of talking about non-jurisdictional observations, and the value that they can add, with ICBC Board Chair Catherine Holt. Earlier this year, in a follow-up to these discussions, the Board agreed that I could undertake reviews of specific matters outside my jurisdiction for confidential reporting to the Board. The addendum that sets out the details of this agreement is attached to this report with the original T & C letter. This creative and forward-thinking approach, for which I thank the Board, is a practical answer to the question of how to bring up issues that are “not in my wheelhouse”, allowing me (extending the nautical analogy) to act on occasion as a lookout in the Crow’s nest.

*Surprise! It’s not the insurance world you thought you knew*

YOU are responsible for your coverage -

The Corporation’s new Enhanced Care regime introduced some attention-getting concepts such as lifetime care where needed, and the removal of the right to sue for damages - one concept hopefully balancing the other. As a corollary of the “no-fault” structure, it also introduced the concept of self-coverage for vehicle damage: it doesn’t matter if the other person was responsible, your protection will depend on whether you have personal coverage for collision repair. In one instance we reviewed, this led to an uncomfortable situation, fortunately with a happy ending, for a person whose RV was damaged while awaiting attention in the parking lot of a repair complex. Here’s what we said to the complainant:

*As you have discovered, many things are not the way they used to be – in particular, the notion that you will be covered for damage if another person is at fault and admits their fault, as was the case with the damage to your vehicle at [repair facility]. That is no longer true: your coverage depends on your own insurance policy, and if that policy does not, in the specific details of your case, provide coverage for the incident then you are not covered, regardless of whether the responsible party admits their fault.*

*We had some extensive discussions with the Corporation about the unfortunate circumstances of your case, as a result of which the adjusters at the Corporation took a fresh look at whether there might be any third party coverage that would apply to your case, since your own storage policy did not provide coverage specific to your circumstances. What the adjusters found was that [repair facility] had vehicle dealer coverage (in addition to a repairer policy with specific limitations), which would provide protection for incidents occurring on their own property. That coverage, I understand, was recently extended to you, as a result of which the Corporation will be funding the repair of your vehicle.*

A cautionary tale to be sure, and an example of the necessity of getting professional (e.g., Autoplan agent) advice to ensure the scope of coverage in place matches the risk to which your vehicle is likely to be exposed.

Be VERY careful who drives your car -

Several years ago, ICBC concluded that the number one risk factor is the person behind the wheel, and took the position that in order to properly assess risk (and determine an appropriate premium) it is necessary to know who is in fact driving the vehicle. As a result vehicle owners now have to identify those household members (or employees) who will be driving the vehicle and pay the appropriate premium based on the driver's years of driving experience and accident record. Autoplan agents are trained to put the question to all individuals who are initiating or renewing vehicle insurance coverage.

What if you neglect to list household members or employees as the tariff requires? In practical terms it's no big deal – until the household member or employee is involved in an at-fault accident. In this case you will be charged the *Unlisted Driver Accident Premium* (UDAP, which can approach \$10,000 based on the calculation prescribed in the tariff). For individuals who were used to the earlier insurance system, this can come as a powerful shock, and the complaints I have received about UDAP reflect this.

So what has this to do with the Fairness Officer? Is it even within my jurisdiction? As I often say in such matters, I conduct a fairness assessment focusing on *process*. As to the legal structure and authority for UDAP, it is found in the tariff, and for that reason is not within my jurisdiction. Since UDA premiums are levied according to law as found in the tariff, the result for the complainants is that there is little I can do to affect their personal situation. However, I can look at the processes to which they were subjected and conduct a process investigation that may lead to one or more recommendations. This is the subject of a forthcoming report from my office that for the moment remains in process.

One comment I can offer at this stage is in the area of proactive communication: on its website and related customer information materials, the Corporation often uses hypothetical examples (e.g., “Kelly and Jesse buy a car...”) with detailed calculations to illustrate how insurance works and how premiums are calculated. Detailed examples help take the mystery out of a complicated business transaction where mistakes can be costly. While the Corporation has done precisely this for UDAP with admirable clarity on their webpage entitled “Unlisted Driver Protection”, it's still an easy matter for the average policyholder to overlook. Corporation communications staff might want to consider looking at the question of whether there is adequate communication of “UDAP risk” at critical moments (e.g., obtaining new, renewed or modified policies), as UDAP might be a program that could benefit from simple, widely-publicized and definitely sobering examples to drive home, so to speak, the importance of compliance and conversely, the potential expense of non-compliance.

### *Looking through a keyhole*

One of the dangers of sitting at the “complaints desk” is that, to point out the painfully obvious, one is surrounded by complaints. This one-sided environment can lead to an unduly negative view of the organization's performance if one never bothers to raise one's head and survey the landscape. A bigger picture is needed, and that's where some basic statistics come in. I invite the reader to look at the complaint statistics in this report and compare these numbers to the comparatively vast number of claims handled by the organization as a whole. For example, in 2021, 260,000 crashes were reported to ICBC ([Statistics \(icbc.com\)](https://www.icbc.com)). As Fairness Officer, I received 71 complaints during the 2022/23 fiscal year, 33 of which originated in Claims (.0126% of 260,000).

What this means is that, looking at the larger landscape, the Corporation is doing a good job in making the new system work. And the Fair Practices Office, whose staff investigate, address and usually resolve the lion's share of complaints – leaving only the most determined complainants to seek my assistance – likewise is doing a fine job, and for that I am grateful.

In the final analysis, the best approach is always balanced – taking complaints seriously and looking for systemic improvement where possible, but not yielding to a bias toward negativity. It's the possibility of finding ways to improve the system that makes this job so enjoyable. As does the faithful assistance of my Registrar, Deidre Matheson, who I thank for another year of effective support, and who helps keep my perspective balanced.

A handwritten signature in black ink, appearing to read "M. Skinner". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Michael Skinner  
ICBC Fairness Officer



## Mission Statement

To ensure customers affected by ICBC's products, services or decisions are treated fairly in all matters of process and administration.

## Role and Authority

ICBC Fairness Officer will focus on ensuring the corporation's decisions, actions and practices are transparent and fair, while further strengthening public trust in ICBC as dedicated to providing affordable auto insurance coverage and caring for people who are injured in a crash.

The Fairness Officer will have the authority to review and make recommendations to resolve customer complaints about the policy and process ICBC used to make a decision in their case. The officer may also make broader systemic recommendations to enhance fair decision-making.

Under the Fairness Officer Regulation, the officer will report annually on complaints received. ICBC will provide an annual report to the minister responsible for ICBC, outlining its response to any recommendations made by the officer, which will be made publicly available. Amendments to the *Insurance Corporation Act* received Royal Assent on March 25, 2021, and regulations approved on June 2, 2021, provide further parameters for the role of the fairness officer.

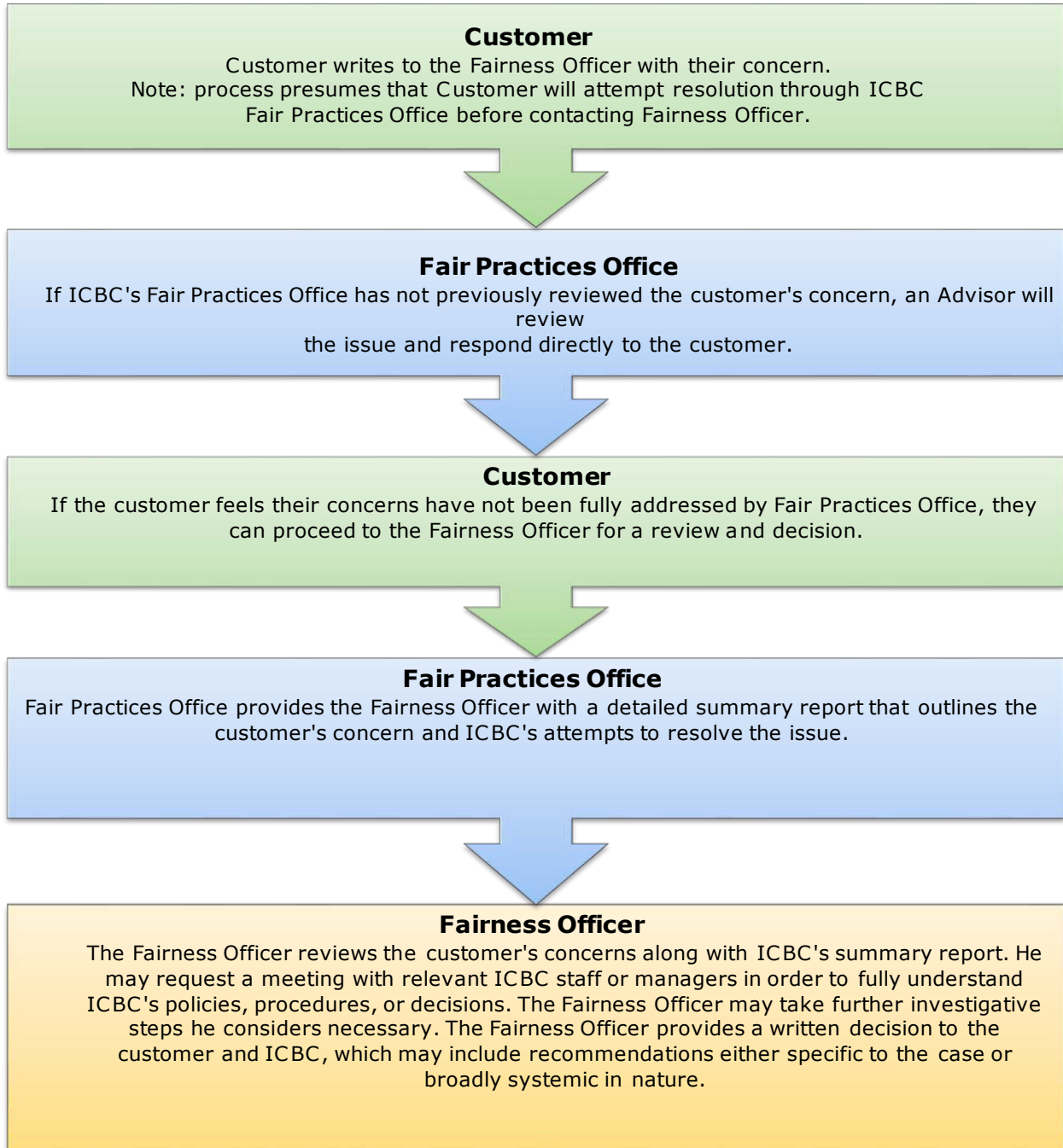
### The Fairness Officer must be:

- **Totally independent**, in particular, the Fairness Officer is independent of ICBC and any prior decisions that may have been made by ICBC
- **Impartial** in all respects
- **Accessible** to the public in writing and online
- **Responsive** to those who write

### Upon completion of a review, the Fairness Officer may:

- Refer the matter back to ICBC for reconsideration.
- Make a specific recommendation to ICBC that the complaint be resolved in a particular manner. Should ICBC reject the Fairness Officer's recommendation, the Fairness Officer is empowered to take the matter directly to the Board of Directors of ICBC. If the Board rejects the recommendation, the Fairness Officer is empowered to take that matter to the public through the press where appropriate.
- Dismiss the complaint if the Fairness Officer finds no unfairness on the part of ICBC or its employees.

## The Fairness Process



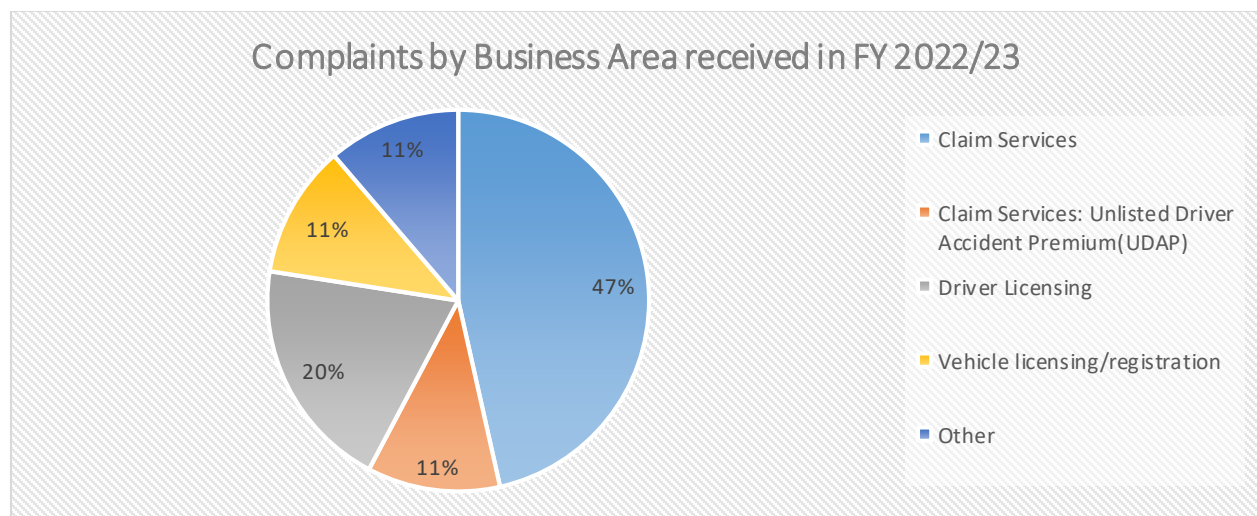
## Highlights and Statistics of 2022/23

The Fairness Officer received 71 files in FY 2022/23; 42 were closed, leaving 29 pending review and/or response. The case summaries including in Appendix 1 illustrates the scope and range of the work of the office.

13 files were carried over from FY2021/22 to FY2022/2023. Eight of these files were closed by the FO during this fiscal year, while two cases were resolved by the Fair Practices Office. Three files will be carried over into FY2023/24. Two of the three files that remain open are related to Unlisted Driver Accident Premiums and will be closed shortly in FY2023/2024. The remaining file is awaiting a report to the complainant, and should be closed in the next month.

Outcome of Cases Reported on by the Fairness Officer or Closed In 2022/23	
Determination of no unfairness	37
Outside FO jurisdiction	2
No investigation	8
Customer withdrew complaint	0
Resolved	4
Recommendation by the FO	0

Cases by Topic/Business Area of Complaints received by Fairness Officer (FY2022/23)	
Claim Services	33
Claim Services: Unlisted Driving Accident Premium(UNDP)	8
Driver Licensing	14
Vehicle licensing/registration	8
Other	8
Total	71



## Appendix A – Case Summaries

While insurance is a product of historic business practices, data and logic, the governing statutes (law) and the policy provisions that flow from it are not always intuitive. Occasionally they can be quite different from what you would expect or thought you understood.

The following case summaries are intended to be instructive in nature – to give the reader some insight into some of the complexities and anomalies of the world of vehicle insurance, driver licensing and injury benefits. These summaries are grouped thematically, and consist of the key facts with a bit of commentary.

At the beginning of each section I provide a list of the fairness principles that I consider may apply when determining whether a case has been handled fairly. While the principles applied will depend on the unique facts of each case, there are “generally applied principles” for each area of practice. The bedrock principles of fairness in administrative law include the right to know the case you have to meet, the right to be heard, and the right to an unbiased decision-maker. The principles that follow are contextual variations offered for discussion, and some are in my view unique to the area being considered; for example, the fairness principles that apply to claims adjustment in vehicle crash cases may not be the same principles that apply to issuance of driving licences.

### 1. Policy terms, law and other surprises

Generally applicable fairness principles:

- Claim decisions are made according to both the governing law and the terms of the policy in force;
- Corporate policies that govern the making of claim decisions are founded in the governing law and communicated to the policyholder;
- Insured parties have easy access to the written terms of their policies in order to weigh them against statements or actions of the Corporation; and
- Where either policy language or written guidance provided by the Corporation is indeterminate, misleading or in error, the *contra proferentem* rule will apply in that the disputed provision will be interpreted in a manner that benefits (or does not prejudice the interests of) the insured customer.

#### ***Repair shop messed up? It's not the insurer's problem***

A customer's car was damaged in a motor vehicle accident, and repaired at an ICBC authorized repair shop. However, the repairs were defective and required further warranty work to resolve the faulty service. Although ICBC paid for the repairs through the claim, the Corporation is not responsible for resolving issues related to subsequent problems with the repairs, applicable warranties or work guaranteed by the repair shop.

### ***Cancelling your insurance? It's a specific 3-step process***

A customer who had moved from British Columbia to Ontario complained that ICBC did not provide adequate information about their Insurance cancellation process, and requested that ICBC backdate the cancellation of their ICBC insurance and be refunded for the premiums paid during that period. ICBC's fact sheet about the cancellation process states that the Corporation must receive: **1) Vehicle Licence plates; 2) insurance documents; and 3) application for cancellation.**

The customer's vehicle was insured in Ontario but the customer did not complete the cancellation process and register the vehicle in Ontario until a month later. Until the registration was completed, the vehicle continued to be treated as registered in BC and ICBC coverage remained in force. ICBC denied the customer's request to backdate the ICBC cancellation to the date they acquired insurance in Ontario, because they had continued to be covered by ICBC. Although we agreed with the customer that ICBC's guidance sheet was somewhat ambiguous and might be misunderstood, we did not regard that as a basis to disregard the fact that the customer continued to be covered by ICBC during the period for which backdated cancellation was requested, and found that ICBC treated the customer fairly.

### ***When your vehicle is repossessed, insurance cancellation is really important***

The customer complained that they were not allowed to renew their BC Driver's Licence due to an outstanding debt from unpaid premiums on their monthly vehicle insurance plan. The customer's vehicle had been repossessed two years earlier, but they had not taken the necessary steps to cancel their insurance policy. *(It is important to note that vehicle insurance is sold based on full-year coverage, not month-to-month, even with a premium payment plan that divides the annual payment owed into monthly instalments.)* ICBC's cancellation policy requires that the vehicle licence plates and registration/insurance documents must be returned to an Autoplan broker or ICBC Driver Services office, and a request for cancellation must be signed. Because the customer had not completed this process, their insurance was not cancelled and unpaid monthly instalments accumulated until the end of the policy term. The customer's request for the cancellation to be backdated to the date of vehicle repossession was not possible as the policy remained active until it lapsed, despite non-payment of premiums. We found that the Corporation had communicated appropriately and correctly with the customer, and had followed the applicable policies: the process was not unfair.

### ***The Full Weight of the Law***

This was a case of the law giving a vehicle owner more than the owner (customer) thought was safe. The customer bought a retired ambulance to use as a commercial vehicle. ICBC determined that the permitted gross vehicle weight (GVW) under their policy was, by law, 1.5 times the vehicle's empty or "unladen" weight, in accordance with the applicable section of the *Commercial Transportation Act*. The customer complained that ICBC used the wrong calculation of the vehicle's permitted GVW, which was higher than the manufacturer's designated GVW, to determine how the vehicle should be licensed (and therefore the costs of their premiums) because of how they intended to use the vehicle. The Fair Practices Office determined that ICBC's assessment of the GVW was correct under the law. We agreed with the Fair Practices Office's assessment and advised the customer that they could express their concerns about public safety and this anomaly in the *Commercial Transportation Act* and its companion regulations by communicating with the Ministry of Transportation and Infrastructure, Commercial Vehicle Safety Enforcement branch.

***Why can't I just pay cash for an accident?***

A customer objected to the \$2000 cap on claim repayment set out in the *Insurance Corporation Act*. While statutory provisions are beyond the jurisdiction of the Fairness Officer, we did, as a courtesy, outline policy considerations that the government had considered in establishing this limit (such as when repayment by drivers might mask the actual extent of the risk they pose as vehicle operators) and suggested that if wished to pursue this as a policy matter they could express their concerns to the Minister of Public Safety and Solicitor General responsible for ICBC.

***Rental car reimbursement? Check your policy. And read it twice.***

A customer complained about a rental car reimbursement which was less than the amount to which they felt entitled. This is an example of policy language not aligning with customer expectations. Here's what we said:

*First, I confirm that ICBC has acted in accordance with the Autoplan Optional Policy with respect to the amount it covered for your vehicle rental. Under the Roadside Loss of Use optional insurance plan you purchased, you were entitled to coverage up to \$750 or until the Corporation settles or offers to settle the claim. Information about the insurance plan you purchased can be found here under Part 2.B Loss of Use - ICBC Autoplan Optional Policy Booklet\_APG33. The records indicate that coverage was provided, as per the policy, until ICBC offered you a settlement. You have not provided evidence to the contrary.*

We found that the Corporation's communications with the customer had been full, timely and accurate. As a result we could not substantiate this complaint.

***Sometimes the policy language just isn't what you want. But that's what it is.***

A customer disputed ICBC's view of compensability of damage to their trailer. ICBC found, supported by a local RV dealer assessment, that there was previous wear and tear not covered under the policy. However, there was other damage that was compensable and ICBC cooperated fully in offering necessary coverage of repair costs, and offered to pay for part of the costs to move the vehicle to another facility for further inspection and repair. ICBC explained the options available to the customer - to proceed with the claim, accept a cash settlement payment in lieu of repairs, or take the complaint to the BC Civil Resolution Tribunal. We considered that the customer had been treated fairly.

***Disastrous beginning, happy conclusion***

ICBC initially denied the customer's claim for damage to their vehicle (V1) that had been damaged in the 2021 flood. A few days before the flood, the customer had completed the paperwork to transfer ownership and registration from another vehicle (V2) to the vehicle in question. However, due to the flood, the customer had to abandon the vehicle (and was in fact rescued by emergency responders), and therefore did not file the paperwork with ICBC until some days after the flood. The customer believed a "10-day rule" would apply and allow them to continue to drive V1 using the plates and insurance coverage assigned to V2. ICBC initially determined the 10-day rule did not apply in this situation and denied coverage for the claim.

We reviewed the customer's claim and engaged in discussions with the Corporation about the application of the 10 day rule in light of intervening natural disasters like the flood. After ICBC reviewed its decision, it determined that the 10-day rule should apply in this case – and the customer's claim was covered.

## 2. Testing trials

Generally applicable fairness principles:

- Persons have full and easy access to all laws, policies and procedures to guide their participation in the process;
- Any violations of law will be grounds for failure;
- All necessary procedures for compliance will be explained prior to the commencement of the test process;
- Following the test, the candidate will receive an oral debrief followed by a written transcript of the test results; and
- There will be a timely review process in place for senior officials to review test results in the event of an objection by the test candidate.

Challenge for the Fairness Officer: to determine the fair application of these principles where it's one person's word against another, in the absence of concrete evidence such as audio and video recordings. While some might suggest it would be preferable for there to be internal cameras and microphones in the vehicle, along with dash-cam footage, this barrage of digital evidence could potentially create more problems than it would solve. As a result, we must rely on the examiner's documentary record, along with basic presumptions based on the examiner's training and experience, and ICBC's Driver Licensing quality assurance program.

### ***It happens to lots of people***

A customer failed their road test, based on the driver examiner's assessment that the driver could not maintain proper speed – they were cited both for driving too fast and too slow. The key issue for the Fairness Officer was the fact that a trained examiner kept detailed records that supported their assessment and reasons for the outcome of the road test. While the licensing candidate was disappointed, there was nothing unfair about the process.

### ***They're trained to deal with situations like this***

A customer complained about a failing grade on motorcycle road test. The customer, having left the examiner behind at a stop light, felt the examiner was not in a position to judge his speed. As in all cases related to road tests, we relied on the available records to determine whether the customer had been treated fairly.

Here's what we said:

*I am unable to confirm what transpired during your road test, and therefore I must rely on the evidence before me to assess whether ICBC has treated you fairly. While you may feel the driver examiner was too far behind you to determine your speed, the written evidence recorded in real time during your exam supports the examiner's stated reason for the decision to fail you. The ICBC examiners are both trained to determine the speed during road tests.*

*In your case, ICBC has followed the established standard process, and provided you with an explanation for the outcome of your test. Aside from your disagreement with the decision, you have not provided evidence that the assessment was flawed, unfair or that you have been*

*treated in a discriminatory manner. Your road test was reviewed by the manager of driver licensing and the FPO, both who upheld the decision of the examiner. ICBC listened to your concerns and explained how the rules were applied in your case.*

### ***Slower isn't necessarily safer***

A customer complained about a failing grade on motorcycle test as a result of inconsistent speed maintenance and riding too slowly. The examiner noted the speed maintenance issue and remarked that candidate “needs more confidence.” The customer objected vigorously, stating that their speeds were within the posted legal limit and appropriate for the wet conditions encountered. We looked at the totality of the competing contentions, and in particular the documentation of test results. We found that although the customer was passionate in their own defense, stating they had been an accident-free auto driver for 25 years, we could not fault either the recording of the test or the communication of results to the candidate. As a result we were unable to substantiate this complaint.

### ***When you break the law during a road test, it's over***

A customer objected to a driving test failure for making a left turn into the oncoming lane, causing the examiner to take control of the vehicle to prevent an accident. The customer said they realized their mistake within two seconds and had taken appropriate corrective action. However, if you commit a traffic law violation, there's no passing the test.

We noted that:

*As part of my review, I confirmed with ICBC Driver Licensing staff and the Driver Licensing Procedures Manual that there are a number of instances where an individual will automatically fail a road test; this includes when an examiner is required to take control of a vehicle or an individual commits a MVA violation during a road test, the result is an automatic fail. In these cases, a driver automatically fails their drivers' test. This practice is applied consistently in driver examinations...Further, your concerns have been heard and responded to by the supervisor and the Fair Practices Office, who I feel have offered a reasonable explanation to your concerns.*

### ***Serious allegation requires expert assistance***

A customer alleged racial discrimination in the administration of a Class 4 road test, which they failed. The customer had failed on two previous examinations with the same examiner. On the specific issue of the test failure, we found it to be adequately documented, and the fail mark was justified based on the written record. Given the level of detail in the customer's allegations of discrimination, we suggested they might wish to pursue a complaint against the examiner and/or the Corporation through the BC Human Rights Tribunal. It is neither the Fairness Officer's area of expertise or jurisdiction to conduct hearings and make assessments of such matters. The *Fairness Officer Regulation* states that:

**3** The following matters are prescribed for the purposes of section 57 (2) (c) [*prescribed matters over which the fairness officer does not have jurisdiction*] of the Act:

(e) matters that fall within the jurisdiction of a tribunal as defined in section 1 of the [Judicial Review Procedure Act](#).

The Human Rights Tribunal has jurisdiction over this matter, hence the Fairness Officer is without jurisdiction.



### 3. Benefits and related matters

Note: Benefits (as an “amount payable by the corporation”) per se are not within the jurisdiction of the Fairness Officer, but the Fairness Officer can look at the process(es) used to determine benefit eligibility, and comment on the fairness of such processes. This restriction on the Fairness Officer’s jurisdiction can be found in section 57 of the *Insurance Corporation Act*:

- 57** (1) The fairness officer may not comment on or make recommendations respecting
- (a) an amount payable by the corporation, or
  - (b) the extent, as determined by the corporation, that a person is responsible for an accident.

Generally applicable fairness principles:

- Clearly laid out criteria for qualification that are consistent with governing law;
- Easy access to this information for persons who may not have computers;
- Evidence-based assessment by appropriate health professional will that will be the governing document in determining eligibility for benefit;
- Applicant for benefit should actively participate in ensuring that benefit decision maker has up to date access to necessary health information to make policy-compliant decision;
- System of benefit determination should exercise flexibility sufficient to support full participation by individuals seeking benefits (E.g., transportation, alternate testing facilities, etc.)

#### ***If your health professional says you can do it, you don’t get that benefit***

A customer objected to a decision to terminate their Activities of Daily Living (ADL) benefits. The benefits were terminated after an updated Personal Care Assessment determined the customer was able to complete household tasks. We found that the Corporation followed a disciplined process to determine eligibility, and there was no unfairness to the customer.

#### ***Benefits can’t be awarded without information***

A customer complained that the Corporation was not making up-to-date payments on Income Replacement Benefits and Homecare. In our review, we found that the customer had not ensured that ICBC had received up-to-date medical and health professional assessments as required for continued eligibility. We consider it fair that customers should submit updated health information in order to establish that they continue to meet the criteria for ongoing receipt of benefits. We encouraged the customer to work with their ICBC advisor, which they agreed to do. On that basis we considered the matter resolved.

#### ***Everyone has slightly different needs***

A customer objected to having an Occupational Therapy (OT) assessment at their home to assess their eligibility for Activities of Daily Living (ADL) benefits. ICBC made an accommodation for the customer on the basis of mental disability, thus allowing the customer’s ADL assessment to take place at the OT’s office. We considered this a fair resolution.

### ***Is a snowmobile a mobility benefit?***

Although this dispute was about benefits, and therefore outside the Fairness Office's jurisdiction, the matter was undertaken as a fair process review. The customer had been injured in a motor vehicle accident, and lived in a home that was not accessible by car in the winter. The customer wanted ICBC to pay for the purchase of a snowmobile so they could attend medical appointments in the winter. ICBC staff tried to accommodate the customer's needs by offering rented transport or hotel accommodation, but the customer was not satisfied with these accommodations. ICBC's accommodation offers had been made within the explicit limitations and guidelines of the Enhanced Benefits law and policies. On that basis we could not fault ICBC staff and dismissed the complaint.

## **4. Accidents and other matters over which I have no jurisdiction**

Generally applicable fairness principles:

- Competent, thorough investigation so that decisions can be made on an evidence-based foundation;
- Decisions made within the provisions of both statute law and policy terms;
- Minimal adverse consequences for party if evidence is absent and assumptions must be made;
- Full opportunity for parties to review available evidence and provide response; and
- Guidance, on request, for parties to understand process and rights of review where they are challenging determination of responsibility or assessment of loss.

### ***But it was their fault***

Why might you have to pay the deductible on a collision when it's the other person's fault? An insured customer found this out when their car collided with an uninsured scooter. In such circumstances, regardless of fault, the reality is that the insured party must pay a deductible when the other party is uninsured.

### ***Under the rule of law, the law rules***

This case involved a dispute over accident responsibility. In this case a driver was travelling at an intersection when a vehicle two cars ahead stopped to make a left-hand turn. The driver pulled out to the right to pass the vehicles stopped in front of them in the lane, and collided with another vehicle in front of them that had also pulled out. The *Motor Vehicle Act* determines when a driver will be held liable for the consequences of a particular manoeuvre; the Act states that it is the responsibility of the vehicle in the rear to ensure that the movement can be done safely. (Note that Fairness Officer has no jurisdiction over such disputes; this matter was reviewed on a "fair process" basis only.)

### ***It's a complicated and often multi-step process***

A customer objected to the assessment of responsibility in a crash. Initially, ICBC determined that the customer 0% responsible for the crash, then 100% responsible after video evidence review, which was adjusted to 75% after the customer challenged the assessment. Although crash responsibility assessment is outside FO jurisdiction, in conducting a "fair process" assessment, we could say this:

*What I can comment on is how your file was managed by the Corporation, and whether your treatment by the Corporation met acceptable standards of fairness. In my view, examining all of the communications between yourself and the Corporation, your treatment has been fully fair and reasonable. Considerable care has been taken by Corporation representatives to explain how your insurance coverage works. You have been informed of your right to challenge the Corporation's assessment of accident responsibility by requesting a Claims Assessment Review, or filing a dispute with the Civil Resolution Tribunal or Small Claims Court. Both of these organizations have the express power to do what I am legally unable to do, which is to conduct a hearing at which they review the available evidence and make their own assessment of accident liability and damages (see section 133, Civil Resolution Tribunal Act). The explanatory correspondence provided to you by representatives of the Corporation has been thorough and clear. The review provided by the Fair Practices Office was thorough and the resulting reporting letter was clear and comprehensible. For that reason I am unable to substantiate your complaint from a fair process perspective.*

***Can you be fair if you work for the Corporation?***

A customer filed a complaint against ICBC's conclusions regarding what they alleged to be a hit-and-run case. The customer claimed that the independence, objectivity and transparency necessary to make a fair decision were compromised by the fact that persons making determinations about their claim were employed by ICBC and their identities were not disclosed. We took the view that the determination by the Corporation should be reasoned, evidence-based and written, and that the decision should speak for itself. Any challenge to the Corporation's determination should be on the basis of the quality of decision-making and not by way of personal challenges to any individual charged with that responsibility. Also, conflict of interest does not follow automatically from one's employment; however, a possible relevant question is whether the decision-maker has a personal interest in the decision. We found that none of these objections were sustainable and dismissed this complaint.

**5. The technicalities of Licensing, and related heartbreaks**

Generally applicable fairness principles:

- Competent, thorough investigation so that decisions can be made on an evidence-based foundation, with complete explanations of investigation results;
- Decisions made within the provisions of both statute law and written corporate policy;
- Guidance provided as necessary to applicants to assist them in navigating complicated processes; and
- Easy access to guidance documents and process charts.

***If you can't prove a driving history, it's back to school***

In their application for a BC Driving Licence (BCDL), a customer surrendered their Out of Country driver's licence, which upon detailed examination by in-house experts was not accepted as authentic. Without an authenticated driving record from a country with reciprocal jurisdiction, the applicant is required to go through the same Graduated Licensing Program as any other previously-unlicensed resident of BC.

### ***Simple changes might require a more complicated solution***

A customer made a request for a gender-free BC driver's licence. The basic technical barrier to providing a gender-free BCDL is legacy technology in ICBC's system that currently does not allow for any gender identifications other than M, F or X. For the customer, the apparent solution seemed that it should be almost effortless; however, this type of change has layers of policy impact and requires thorough research and coordination with other jurisdictions, along with possible changes to legislation and regulations, which are outside the Fairness Office's jurisdiction.

### ***Some issues and solutions are matters for the politicians***

A complainant's personal representative communicated that the customer felt it demeaning to have an agent place an "X" on his BCDL because the customer was physically unable to sign their name. ICBC had communicated to the customer that the signature requirement policy for issuing British Columbia Identification was being reviewed, requiring consultation with various stakeholders. We felt it would be premature to make recommendations or otherwise intervene in the policy development process as the province looks for an alternative to the X. This is at its core a matter of legislative amendment – a political decision.

### ***It's not like having your passport confiscated***

A customer objected to having to surrender their foreign-issued driver's licence in order to obtain a BCDL. The customer felt that having to surrender their licence and pay a fee to obtain a BCDL was threatening, when in fact it is a legislated requirement -- the law does not permit an individual to hold a BCDL along with driving licences from other jurisdictions, whether that is elsewhere in Canada or on the other side of the planet.

### ***Permanent residence may not be as permanent as you think***

This was a difficult case with federal involvement. The heart of the issue was that the customer had allowed a federally-issued permanent resident (PR) card to expire, and as a result was unable to obtain a BCDL with their picture. The customer had been dividing their time between BC and another province for a number of years, and finally decided to move permanently to BC in 2020. To get a BCDL the customer had to surrender their other Canadian DL and also provide a "foundational proof of identity" document, which in this case was the valid (i.e. non-expired) PR card. While ICBC issued the customer a temporary (paper) driver's licence for a period, ICBC would not issue a photo BCDL without a valid PR card issued by Canada. While we were unable to discuss the customer's application for a PR card with Immigration, Refugee and Citizenship Canada (IRCC), the customer stated they had experienced challenges navigating the process, and then became frustrated by processing backlogs made worse by the impact of COVID-19. ICBC had issued a series of temporary paper DLs while the customer continued to press IRCC for a renewed PR card. The Corporation explained to the customer that the requirements are necessary because the BCDL has become a de facto foundational identification document, and the BCDL process by which identity is confirmed could not be compromised. The solution for the customer's complaint was to submit a successful application to IRCC for a PR card; we suggested the customer could contact a local assistance organization dedicated to helping seniors navigating difficult bureaucratic challenges, and provided the customer with the contact information.

### ***Not all driving licences are equal, or equivalent***

A customer complained that ICBC did not recognize a driver's licence issued in Hong Kong as equivalent to a Class 5 BCDL for the purpose of providing an expedited Class 5 road test, and instead required the driver to start with a Class 7 Learner's licence. BC has reciprocal relationships with a large network of countries for information exchange, law enforcement and for the purpose of assessing technical differences in requirements for obtaining a driving licence. These in turn are used to develop provincial policy regarding how foreign licences will be treated for the purpose of setting requirements to obtain a BCDL. We determined that ICBC followed the existing rules and the customer was not treated unfairly.

## **6. How insurance works and other miscellany**

Generally applicable fairness principles:

- Open, honest dealings between the parties (*uberima fides*, or "utmost good faith");
- Open exchange of information and evidence-based decision making;
- Diligent, objective investigation when there is any hint of bad faith or fraud in the submission of a claim; and
- Protection of broader policyholder interests by way of limitation of risk when individual has acted in bad faith (e.g., suspension from participation in particular insurance coverage).

### ***So you used to be employed by ICBC? Can I trust you?***

When does a conflict of interest arise? A customer made an allegation of conflict of interest because an appraiser retained by ICBC to assess the value of a vehicle had previously been employed by ICBC. With respect to compensation for vehicle loss, it is common that appraisers preparing vehicle valuations for insurance purposes will have spent time earlier in their career working for ICBC. To sustain a complaint that an appraiser is not a "neutral expert," there must be additional evidence of bad faith or a prejudicial attitude detailed in the complaint. Past employment with the Corporation is by itself an insufficient foundation for alleging conflict of interest.

### ***Fairness is only fair if it cuts both ways***

The customer complained that ICBC "botched" an investigation of an alleged hit and run claim for damage caused to their vehicle in a private parking lot. The customer advanced theories about who was behind it and provided ICBC with information about the vehicle(s) they believed caused the damage. Although ICBC took steps to investigate based on the information the customer provided, the Corporation did not find adequate evidence or new details it could investigate. In the absence of adequate evidence, it would be unfair to declare a third party responsible for the damage. In this case, the claim file was reviewed by the claims manager and the Fair Practices Office, both upholding the original decision – the claim would be covered under the customer's collision coverage and subject to a deductible.

### ***A professional retainer is worthy of recognition***

If the Fairness Office is going to deal personally with someone on an aspect of a claim while that person is also represented by a lawyer, we will as a matter of professional courtesy require confirmation from counsel that the lawyer has agreed not to represent the client on that element of the claim (this is also known in the legal profession as "unbundled services"). That's what we did in this case.

### ***We'll cover it if we have the evidence***

The customer complained about repair coverage for alleged additional damage caused by incompetent towing. ICBC took the view that it wanted expert assessment of the damage by a qualified repair shop, and would pay for the cost of repair to damage that was found to have been caused by the improper towing. As an evidence-based approach, we considered this fair.

### ***Legacy software can be a real pain***

A customer submitted a complaint about software limitations: they wanted to change the registered address for a licensed trailer they owned. They were told that they would need to attend an Autoplan broker, cancel their policy and have a new policy and plates issued with the correct address. The reason for this is that ICBC's existing ("legacy") software would not allow an address change within a current policy. ICBC did say the customer would be reimbursed for the costs of cancellation and reissuance. The customer ultimately decided to wait until policy renewal, because technically they were not in breach of the contract since the new address was in the same rate territory. We agreed that the situation created a potential burden for the customer, but that it was not in itself unfair. Corporation representatives had also offered to take what steps they could to ease the burden, and this was commendable.

### ***When the evidence is against you, there are insurance consequences***

A customer's truck was destroyed by a fire they alleged had been intentionally set by vandals. The Corporation's Special Investigation Unit (SIU) got involved, and retained an independent fire investigation consultant. The consultant's report did not support the customer's explanation. The Corporation determined that the customer had made a wilfully false claim, and suspended the sale of optional (fire, collision, comprehensive) insurance to the customer for a period of three years. The suspension did not apply to mandatory liability insurance. We found that although ICBC is an agent of the Crown, it has the rights of a private insurer to deny a claim or refuse to sell insurance to an individual who does not meet the basic requirement of good faith and honest dealing. The duty of fairness does not require that the insurer abandon established principles of insurance underwriting.

### ***More consequences***

The customer complained about unfair treatment after ICBC's SIU determined that the customer had submitted false information in an attempt to gain a lower accident deductible charge. Although the customer was disappointed with the result, we found nothing unfair in ICBC's accident investigation.

### ***And yet more consequences***

The Corporation imposed a three-year denial of optional insurance coverage against a customer on the basis that an SIU investigation had found the customer made misrepresentations of fact in the course of submitting certain benefit claims applications. We could not fault the Corporation for this as insurance law has historically required the utmost good faith and honest dealings in the making of claims.

## **Appendix B – Case(s) requiring a Fairness Officer recommendation**

None.

## Appendix C – Terms of Reference for the ICBC Fairness Officer

June 12, 2021

Michael T. Skinner

Dear Mr. Skinner:

Congratulations on your appointment as the Fairness Officer (the “Officer”). ICBC is looking forward to working with you, ensuring ICBC’s decisions, actions, and practices are transparent and fair.

The Officer position is established in Part 3 of the *Insurance Corporation Act* (the “Act”). The Officer’s powers, duties and responsibilities are set out in the Act and the *Fairness Officer Regulation*, B.C. Reg. 142/2021 (the “Regulations”).

This letter sets out in detail the terms and conditions of your Order-in-Council (“OIC”) appointment OIC# 474-2021. The Officer is expected to comply with the terms and conditions outlined in this letter and the Officer’s powers, duties, and responsibilities as set out in the Act and the Regulations.

This letter is not intended to duplicate or conflict with the powers, duties, and responsibilities of the Officer set out in the Act and the Regulations. To the extent of any conflict between the provision of this letter and the Act or the Regulations, the provisions of the Act or the Regulations will govern.

### **Term**

The initial term of your OIC appointment OIC# 474-2021 is for three (3) years, with an effective date of July 12, 2021 and with the possibility of renewal for additional three (3) year terms in accordance with s. 55 of the Act (the “Term”).

### **Location of Fairness Office**

The Fairness Office (the “Office”) and the Officer position may be operated in a virtual environment.

It will be up to the Officer to determine if physical office space is necessary, in consultation with ICBC’s Board of Directors (the “Board”) and in accordance with s. 55 of the Act, to ensure effective operations and the successful achievement of the Officer’s mandate.

### **Responsibilities and Accountabilities of Role**

The Officer will perform the following services, which are in addition to the Officer’s powers, duties, and responsibilities as set out in the Act and the Regulations:

#### **i. Establish the Fairness Office**

- Work with ICBC to establish the Office, including determining operational needs, any staffing requirements, and physical office space, if necessary.
- Hire and/or contract staff if and as necessary, after consultation with the Board.



- Develop and implement a stakeholder consultation plan that will inform the policies and procedures for the Office.
- Establish processes, policies and procedures for the Office, informed in part by the consultation with stakeholders, to be fully operational no later than October 31, 2021.
- Prepare a budget for the Board’s approval, covering the period between the effective date of your OIC appointment OIC# 474-2021 to the end of the 2021/2022 fiscal year by August 31, 2021. Thereafter, the Officer will submit an annual budget in accordance with s. 55 of the Act by September 30 for the subsequent fiscal year.

**ii. Administration**

- The Officer is responsible for the administration of the Office, including obtaining support services necessary to fulfil the Officer’s mandate.

**iii. Reporting**

- ICBC will, upon request, make all reasonable efforts to provide information and data to assist the Officer in meeting their reporting obligations as established in the Act and the Regulations.
- ICBC will assist the Officer with the development and maintenance of a publically accessible website. If the Officer chooses to host a publically accessible website without ICBC’s support, for information security reasons, the hosting of the website is to be done in consultation with ICBC.
- The Officer will submit to the Board a report on expenditures on a quarterly basis in accordance with s. 2 of the Regulations within two weeks of the end of the quarter.

(collectively, the “Services”)

**Time Commitment**

While daily availability is not essential, availability for telephone meetings on two-to-three days’ notice and face-to-face meetings on one-to-two weeks’ notice is required.

The time commitment will be dependent on the number and complexity of the complaints received by the Office. There may be a greater time commitment immediately following the Officer’s appointment in order to establish the Office, develop processes and procedures, and undertake the initial stakeholder engagement.

It is anticipated the time commitment required will be between 0.25 and 0.5 full time hours averaged on an annual basis.

**ICBC Policies**

In providing the Services, the Officer must adhere to the provisions of the most current version of the following ICBC policies, as applicable:

- (a) ICBC Code of Ethics;
- (b) Information Security;
- (c) Diversity, Equity and Inclusion;
- (d) Privacy;
- (e) Acceptable Use;

- (f) Health and Safety;
- (g) Respectful Workplace;
- (h) Alcohol, Cannabis, Controlled Drugs and Medication;
- (i) Security;
- (j) Corporate Acquisition; and
- (k) Use and Protection of Corporate Assets.

ICBC will provide a copy of the most current ICBC Code of Ethics and Information Security policy to the Officer for acknowledgement and signature confirming awareness and acceptance prior to the commencement of the Services, and annually thereafter.

ICBC will also provide a copy of each of the foregoing policies to the Officer prior to the commencement of the Services.

### **Relationship of the Officer, ICBC and Staff**

The Officer will ensure that the Services are provided exclusively by the Officer. Notwithstanding this limitation, the Officer may retain, as may be necessary and in accordance with s. 55 of the Act, staff to assist the Officer in providing the Services (the "Staff").

ICBC staff will make themselves available to provide any necessary support for the Officer in establishing the Office, and also ongoing support for the Officer and their Office. However, the Officer may retain Staff to support the Office. In that event, the Officer warrants that all Staff have the required qualifications, skills, and experience to provide the Services and will provide the Services in accordance with terms and conditions outlined in this letter, the Act and the Regulations.

All Staff are required to read and acknowledge, by way of signature, the most current ICBC Code of Ethics and Information Security policy prior to assisting the Officer in providing the Services, and annually thereafter.

No person retained by the Officer will be an employee or agent of ICBC.

As a government appointed position, the Officer agrees that the Officer is not an employee or agent of ICBC and has no authority to bind, commit or speak for or on behalf of ICBC.

### **Compensation**

#### **Services**

ICBC will pay the Officer one hundred twenty-five dollars (\$125.00) per hour plus Goods and Services Tax and Provincial Sales Tax as applicable during the Term for performance of the Services upon receipt of an account from the Officer.

#### **Expenses**

ICBC will reimburse the Officer for any necessary expenses, including necessary Staff costs to assist the Officer in fulfilling the Officer's duties, over the Term and in accordance with the budgeting process prescribed in the Regulations.

#### **Invoicing**

The Officer will submit invoices providing a breakdown of time and services performed. The Officer will identify expenses on a separate invoice and will provide original receipts. ICBC will pay the Officer within thirty (30) business days of receipt of an invoice.

### **Confidentiality**

Recognizing that any fairness complaint could later become the subject of litigation, and that information or documents received in the course of reviewing fairness complaints should not lose any claim of privilege which may attach to them:

The Officer and Staff will,

- i. Maintain the confidentiality of all information and documents provided to the Officer;
- ii. Not disclose to any person, including the other party, any information or documents provided to the Officer by ICBC or the complainant without the consent of the party who provided the information or document having been obtained in advance;
- iii. If appropriate, obtain a written agreement from ICBC or the complainant that any confidential information or documents shared with them will be kept in strict confidence and not disclosed to any other person unless required by law; and
- iv. Not refer any information or documents in any correspondence, report, or recommendation without the consent of the party who provided the information or document having been obtained in advance.

### **Performance Appraisals**

Your formal Performance Appraisal for reappointment will be coordinated by the Crown Agencies and Board Resourcing Office and include consultation with you, the Board, ministry responsible for ICBC, stakeholders, and Cabinet. This process will be initiated eight (8) months prior to your three (3) year term end.

The Board may make changes to the terms and conditions of this letter as appropriate, subject to the approval of the minister responsible for ICBC.

### **General Conduct Principles for Public Appointees and Conflict of Interest**

Government appointees are expected to meet high standards of conduct, which enhance and maintain public confidence in the operation of B.C.'s public agencies, boards, and commissions. They must act to instil public confidence in their actions and decisions. Please review the following link with more information: [General Conduct Principles for Public Appointees - Province of British Columbia \(gov.bc.ca\)](http://www.gov.bc.ca)

Note: The above is the minimum for public sector appointees. Additional standards of conduct and conflict of interest provisions that apply to the Fairness Officer are specified in the ICBC Code of Ethics.

The Officer may provide services to other clients during the Term, so long as such services are not performed on ICBC's premises or using ICBC equipment and do not interfere or conflict with the terms and conditions outlined in this letter and the Officer's powers, duties and responsibilities as set out in Act and the Regulations.

### **Training for Public Appointees**

As a public appointee, there are training resources available to you and you can learn more about these by visiting the Crown Agencies and Board Resourcing Office website at:  
Governing in the Public Interest Certificate - Province of British Columbia  
If you have any questions regarding your appointment or the terms and conditions outlined in this letter please contact Doug Cooper (doug.cooper@icbc.com; (604) 982-6590).

I wish you much success in your position and look forward to working with you.

Yours truly,

Joy MacPhail  
Board Chair, Insurance Corporation of British Columbia

cc: Mike Farnworth, Minister of Public Safety and Solicitor General of British Columbia  
Holly Cairns, Principal, Crown Agencies Secretariat  
Charley Beresford, Senior Executive Lead, Crown Agencies and Board Resourcing Office

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**Addendum to Terms of Reference – March 1, 2023 Letter to the Fairness Officer from the Board Chair.**

Office of the ICBC Board Chair

March 1, 2023

Michael T. Skinner  
Victoria BC

Dear Mr. Skinner:

Further to the letter dated June 12, 2021 setting out the terms and conditions of your Order-in-Council appointment OIC#474-2021 (the “Original Letter”), this letter amends the Original Letter as set out herein. The Officer is expected to comply with the terms and conditions outlined in the Original Letter and this amendment letter and the Officer’s powers, duties, and responsibilities as set out in the Act and the Regulations.

This letter is not intended to duplicate or conflict with the powers, duties, and responsibilities of the Officer set out in the *Insurance Corporation Act* (the “Act”) and the *Fairness Officer Regulation*, B.C. Reg. 142/2021 (the “Regulations”). To the extent of any conflict between the provision of this letter and the Act or the Regulations, the provisions of the Act or the Regulations will govern.

The “Responsibilities and Accountabilities of Role” section of the Original Letter is deleted in its entirety and replaced with the following:

### **Responsibilities and Accountabilities of Role**

The Officer’s powers, duties, and responsibilities are set out in the Act and the Regulations. For clarity, the Board will provide remuneration to the Officer for the following services as set out below:

#### **i. Corporation Processes**

- Review, investigate and/or make recommendations on corporation processes in accordance with the Act and the Regulations.

#### **ii. Establish the Fairness Office**

- Work with ICBC to establish the office of the Fairness Officer, including determining operational needs, any staffing requirements, and physical office space, if necessary.
- Hire and/or contract staff if and as necessary, after consultation with the Board.
- Develop and implement a stakeholder consultation plan that will inform the policies and procedures for the Office.
- Establish processes, policies and procedures for the Office, informed in part by the consultation with stakeholders, to be fully operational no later than October 31, 2021.
- Prepare a budget for the Board’s approval, covering the period between the effective date of your OIC appointment OIC# 474-2021 to the end of the 2021/2022 fiscal year by August 31, 2021. Thereafter, the Officer will submit an annual budget in accordance with s. 55 of the Act by November 30 for the subsequent fiscal year.

#### **iii. Administration**

- The Officer is responsible for the administration of the Office, including obtaining support services necessary to fulfil the Officer’s mandate.

#### **iv. Reporting**

- ICBC will, upon request, make all reasonable efforts to provide information and data to assist the Officer in meeting their reporting obligations as established in the Act and the Regulations.
- ICBC will assist the Officer with the development and maintenance of a publically accessible website. If the Officer chooses to host a publically accessible website without ICBC’s support, for information security reasons, the hosting of the website is to be done in consultation with ICBC.
- The Officer will attend either a Board or Board Committee meeting to present the annual report.
- The Officer will attend Board and/or Board Committee meetings, as required;
- The Officer will submit to the Board a report on expenditures on a quarterly basis in accordance with s. 2 of the Regulations within two weeks of the end of the quarter.

#### **v. Additional Services**

- Outside of the Officer’s powers, duties and responsibilities set out in the Act and the Regulations with respect to corporation processes, from time to time the Officer may provide consulting services

to the Board on other matters affecting ICBC (the “Additional Services”) upon the following terms and conditions:

- Prior to performing any Additional Services, the Officer will provide a scope of work with an estimate of number of hours required to complete such work.
- The Officer must obtain written approval from the Chair of the Board, who will consult with the CEO, before starting work on any Additional Services.
- ICBC will make available and the Officer will consult with personnel of ICBC with the required skills, experience and qualifications to support the Officer in performing the Additional Services.
- For clarity, the Additional Services can include matters that are otherwise outside the scope of the Officer's authority under the Act and the Regulations, including actions undertaken by ICBC at the direction of Government.
- Additional Services performed by the Officer will not be included in any reports required under the Act and Regulations. Reporting on Additional Services by the Officer to ICBC will be upon the direction of the Chair of the Board.

(collectively, the “Services”)

The Board may make further changes to the terms and conditions of this letter as required, subject to the approval of the minister responsible for ICBC.

If you have any questions regarding your appointment or the terms and conditions outlined in this letter please contact Doug Cooper (doug.cooper@icbc.com; (604) 982-6590). On behalf of the Board and ICBC, I wish you continued success in your role.

Sincerely,

Catherine Holt  
Chair of the ICBC Board of Directors

cc: Mike Farnworth, Minister of Public Safety and Solicitor General of British Columbia  
Toby Louie, Executive Lead, Crown Agency Policy and Legislation, Crown Agencies Secretariat