



# Collision Repair program guide

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# 1. Scope

Collision Repair Program Participants (“Participants”) and ICBC commit to working cooperatively to establish an effective and efficient business relationship that benefits our mutual customers. Participation in the Collision Repair Program (the “Program”) is voluntary for collision repair facilities that meet and maintain the Program requirements and sign the Collision Repair Program Agreement (the “Agreement”).

The Program:

- accredits collision repair facilities that achieve and maintain the highest standards for customer service and quality repairs
- ensures that customers receive efficient, cost-effective repairs that meet the highest industry standards for safe, proper repairs
- creates efficiencies by removing obstacles and improving workflow
- recognizes Participants that perform at a high level
- provides Participants with access to business systems and software to estimate repairs to ICBC customer vehicles, and
- recognizes the investments that Participants make in training, equipment, productivity and customer service.

Participants must adhere to policies and procedures as set out in the ICBC Material Damage Claims Procedures, the ICBC Material Damage Business Partners Page (the “Partners Page”), this Program Guide (together referred to as the “Manuals”, all as amended from time to time), and the Agreement. Where conflicting requirements occur in the Manuals, the provisions of the Program Guide takes precedent. Where there are conflicting requirements between the Manuals and the Agreement, the Agreement takes precedent.

## 1.1. Benefits

The benefits of the Program include:

- ICBC and Participants working together to continuously improve service efficiency to customers
- opportunities for increased facility efficiency
- reduced repair cycle times for customers, from date of the accident to completed repair
- Participant eligibility to receive maximum labour rates set out on the Partners Page, as amended from time to time, and
- enhanced marketing and exposure for Participants, which may include value added services (language options), OEM certifications, aluminum repair and other customer relevant information.



## 2. Application Criteria

A collision repair facility interested in enrolling in the Program is required to meet necessary qualifications as stated in this Guide. Each location of the repair facility, company or franchise must qualify separately.

### 2.1. Good standing

All repair facilities, companies, or franchises must meet ICBC's definitions of "good standing".

Good standing means that a facility, including its estimating staff and management:

- complies with and has a history of compliance with all regulatory and contractual obligations relating to operation of a material damage facility
- is not subject to any form of sanction, suspension or disciplinary censure relating to the operation of a material damage facility, and
- demonstrates a history of trustworthy relationships with business suppliers and insurance providers.

### 2.2. Trust

Applicants must demonstrate a level of trust between their management and/or ownership and ICBC, evidenced to ICBC's satisfaction by a:

- documented history of compliance with the Manuals by facility management within the previous twelve (12) months, and
- history of successful management of a collision repair facility for a continuous period of one year within the last three years.

ICBC assesses previous compliance and determines if management history has been successful by reviewing documented performance history including but not limited to:

- Supplier Conduct Committee (SCC) submissions and sanctions, and
- results from completed performance reviews, KPIs and audits conducted by ICBC.

Alternatively, applicants may demonstrate a history of successful management within the collision repair industry or equivalent for a continuous period of one year within the last three years, evidenced to ICBC's satisfaction, if applicable.

**Note:** References and/or a business plan may be requested for review.

### 2.3. Business operations

All Program applicants and participants must:

- be solvent and meet their financial obligations to third parties as they become due
- have no outstanding tax demand, garnishing order or court order against them
- not be the subject of a proceeding for bankruptcy or the relief of creditors that has not been discharged
- pay the Program application fee upon acceptance to the Program
- have no justified customer service complaints over a six (6) month period
- have no evidence of documented poor quality repairs in the last twelve (12) months prior to application, and
- have not used any of ICBC's proprietary marks without authorization.

Participants are required to provide ICBC with details that support their ability to meet application criteria and the minimum requirements outlined in the Guide through the "Entegral" link on the Partners Page. Entegral is an external application in which Participants' profiles are entered and maintained.

### 2.4. Collision Repair Agreement

To be granted entry into the Program, all Participants must sign the Agreement. The Agreement start date is the date the Participant is granted entry into the Program.

Unless directed otherwise by ICBC, Participants that are terminated from the Program (whether by choice or by ICBC) must wait at least 12 months following termination before reapplying. Reapplications must follow the first time application process.

### 2.5. Special Compensation Fund

Participants must contribute a one-time fee of \$900 to the Special Compensation Fund. See Special Compensation Fund section of this Guide for more information on the use and administration of the Special Compensation Fund.

### 3. Applicants

#### 3.1. First time applicants

First time applicants may be approved if they meet the minimum Program requirements in this Guide, including but not limited to business standing, personnel, training, facility and equipment requirements, as well as the terms and conditions of the Agreement. First time applicants must pay an application fee of \$470 plus GST.

All first time applicants must provide their individual location information.

New entrants are admitted to the Assessment Tier. Key performance indicator (KPI) data is collected for 12 consecutive months following Program entry (the “Assessment Period”). Repair quality will also be evaluated during the Assessment Period by way of Repaired Vehicle Inspections outlined in this Guide.

Participants that achieve minimum performance criteria are promoted to Tier 2 after the Assessment Period. If minimum performance criteria are not met by the end of the Assessment Period, the Participant will exit the Program and the Agreement will be terminated.

#### 3.2. Sale and acquisition of a Program facility to a first time applicant

First time applicants can enter the Program if they are purchasing a current Participant’s facility. ICBC’s consent is required to maintain Program participation when there is a change of ownership or control of a Participant’s facility.

The current owner of the facility must provide ICBC’s Supplier Program & Administration department ([supplierprograms@icbc.com](mailto:supplierprograms@icbc.com)) with written notice of their intention to sell and an application from the purchaser with supporting documentation, which may include resumes and a business plan, at least 30 days before the closing date.

Failure to meet this timeline may result in ICBC withholding its consent to approve the purchaser as a Participant and to assign or reissue the Agreement.

Purchasers must meet the minimum requirements set out in Application Criteria section of this Guide. ICBC may consent to the assignment if the purchaser is able to continue to meet the Program requirements in this Guide, including but not limited to business standing, personnel, training, facility and equipment requirements, as well as the terms and conditions of the Agreement. At its sole discretion, ICBC may withhold its consent or impose conditions on its consent.

If the purchaser wishes to qualify immediately for the selling Participant’s benefits (tier placement, KPI history and completed Entegral profile), they must provide written confirmation that they intend to cover all potential warranty issues that may arise from previous ownership. No contribution to the Special Compensation Fund is required upon acceptance if the purchaser takes on the seller’s warranty commitments.

New applicants that do not take on the selling Participant's warranty commitments are assessed for tiering purposes as a first time applicant.

**Note:** With a share purchase, all warranty issues from work performed under previous ownership(s) must be covered.

### 3.3. Current Program Participants expanding or acquiring new locations

Current Program Participants seeking to expand may apply for Program entry for new locations. If a Program Participant wishes to purchase an existing Program facility and qualify immediately for the selling Participant's benefits (tier placement, KPI history and completed Entegral profile), they must provide written confirmation that they intend to cover all potential warranty issues that may arise from previous ownership. No contribution to the Special Compensation Fund is required upon Program acceptance if the purchaser takes on the seller's warranty commitments.

Participants expanding into new locations that do not take on the warranty commitments of a purchased Program facility are:

- required to contribute to the Special Compensation Fund, and
- placed in Tier 2 for a minimum of 12 months before any applicable tiering changes are made.

Participants applying to expand may be placed in the Assessment Tier if they are not in good standing as defined in this Guide.

ICBC's Supplier Program & Administration department ([supplierprograms@icbc.com](mailto:supplierprograms@icbc.com)) must be provided, at least 30 days before the closing date, with:

- written notice from the current owner of their intention to sell if the seller is a Program Participant, and
- an application from the purchaser with supporting documentation (which may include resumes and a business plan).

Failure to meet this timeline may result in ICBC withholding its consent to approve the purchaser as a Participant and to assign or reissue the Agreement. An application fee of \$470 plus GST is applicable for each new or purchased location.

### 3.4. Repaired Vehicle Inspections

Repaired Vehicle Inspections commence once the Participant's application is approved and they are placed in the Assessment Tier. ICBC reserves the right to conduct Repaired Vehicle Inspections at its discretion when Participants acquire an existing Participant's facility or in cases of expansion.

Participants must:

- demonstrate the ability to conduct safe and proper repairs
- be proficient in the use of all shop equipment, and
- demonstrate proficiency through twelve (12) quality Repaired Vehicle Inspections over a six-month period.

Participants with three or more failed Repaired Vehicle Inspections during the measurement period are removed from the Program and the Agreement is terminated.

#### 3.4.1. Structural Repair Inspections

A minimum of two (2) out of the twelve (12) Repaired Vehicle Inspections must be performed on a vehicle that has moderate structural damage requiring the use of pulling and aligning structural components while using the Participant's anchoring, pulling and electronic measuring equipment (a "Structural Repair Inspection").

**Note:** Participants must not have more than one (1) failed Structural Repair Inspection during any given stage of the Structural Repair Inspection process.

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The Structural Repair Inspection process is broken down into three stages:

Stage	Details
1: Strip and set-up	<p>The vehicle is:</p> <ul style="list-style-type: none"><li>• stripped in preparation for pulling</li><li>• set up with:<ul style="list-style-type: none"><li>– minimum four-point anchoring or vehicle specific manufacturer requirements</li><li>– simultaneous three-dimensional measuring system, and</li><li>– pulling equipment capable of multiple pulls at any angle.</li></ul></li></ul> <p>The Participant must demonstrate knowledge of their equipment and discuss the repair plan with ICBC. This includes documenting that the vehicle's current dimensions and manufacturer repair procedures are understood.</p>
2: After pulling and aligning structural components	<p>All structural repairs are complete including the replacement of weld-on components.</p> <p>At this time:</p> <ul style="list-style-type: none"><li>• post repair vehicle structural dimensions are within manufacturer tolerances</li><li>• body filler and seam-sealer must not be applied, and</li><li>• welded and/or repaired areas must be visible for inspection.</li></ul>
3: Fully assembled repaired vehicle	<p>The vehicle is assembled to the point that it can be returned to the customer. ICBC performs an inspection ensuring that all repairs are performed in accordance with:</p> <ul style="list-style-type: none"><li>• the estimate</li><li>• the Manuals, and</li><li>• manufacturer repair procedures.</li></ul>

Structural Repair Inspections are documented including photos of the repairs in all three stages.

## 4. Program Requirements

### 4.1. Facility

To successfully enroll and maintain their status in the Program, each facility must ensure that:

- the customer reception area is separate from the repair area(s), with its own direct entrance, and
- all areas accessible to customers are kept clean, sanitary, professional and welcoming to all customers and ICBC employees.

Each facility must comply with all applicable:

- requirements in the Material Damage Claims Procedures
- regional district and/or municipal by-laws and building codes
- Provincial and Federal legislation, including but not limited to:
  - privacy legislation including but not limited to the Freedom of Information and Protection of Privacy Act (“FIPPA”)
  - WorkSafeBC occupational health and safety requirements, and
  - environmental regulations including but not limited to the Waste Management Act, Ozone Depleting Substances and other Halocarbons Regulations.

#### 4.1.1. Management and Administration

Facility management approved at the time of acceptance into the Program must be maintained for a minimum of six months after Program entry. A repair facility may request approval of additional or alternate management personnel from time to time.

A Program contact must be appointed as the prime contact/focal point between ICBC and each participating facility regarding all Program matters, including performance management, tier status and regional ranking and scorecard information. The contact must be assigned full authority to give and receive all communications regarding the Program and to grant approval on required information and decisions.

#### 4.1.2. Collection of Personal Information

ICBC is authorized to collect personal information, pursuant to section 26 of FIPPA, for the purposes of reviewing staff qualifications and qualifying the repair facility as a Participant in the Program.

Participants enter ownership information and staff qualifications in Entegral, and must advise employees working on ICBC claims that the information below will be shared with ICBC.

The following information is stored in Entegral and is accessible to ICBC employees that handle program administration and performance.

Personal information	Business contact information
<ul style="list-style-type: none"><li>• Apprentice number</li><li>• Apprentice status</li><li>• Certification document</li><li>• Certification expiry date</li><li>• Date of employment or active in role</li><li>• Description of training</li><li>• Driver's licence number</li><li>• Percentage of ownership (facility owners only)</li><li>• Signing officer</li><li>• Trade qualification number</li><li>• Training certificate document</li><li>• Training certificate number</li></ul>	<ul style="list-style-type: none"><li>• Automotive trade designation</li><li>• Business address</li><li>• Business email</li><li>• Business phone number</li><li>• Employee name</li><li>• Primary business contact</li></ul>

### 4.1.3. Hours of Business and Business Days

Participants must, at a minimum, maintain business hours in alignment with local ICBC Claims offices ("Program Hours"), typically 8:30 am to 5:00 pm, from Monday to Friday.

ICBC should be advised of any closures due to unforeseen circumstances to reduce possible delays for customers.

For the purpose of the Collision Repair Program "Business Day" means any day other than a Saturday, Sunday or a statutory holiday in the Province of British Columbia.

### 4.1.4. Vehicle Storage

Facilities must have secured storage for all customer vehicles, either:

- outdoor storage that is fully fenced with a locked gate,
- secured storage inside the building, or
- if the secured storage capacity of the facility does not meet the facility's vehicle volume, off-site secure storage.

Addresses of any off-site storage facilities must be included on the facility's garage and commercial general liability policies. Key storage, including drop-off boxes, must be safe and secure. Mail slots are not acceptable.



### 4.2. Computer Technology

Participants must ensure that they are technologically capable of maintaining communication with ICBC including but not limited to having an email account with an internet service provider that is compliant with FIPPA. Participant use of business systems must also comply with FIPPA.

Participants must meet and maintain, at their own cost, ICBC's minimum technology requirements, which are published on the Partner's Page. If a Participant is using a facility management system, the recommended hardware and software, if any, should be used. ICBC may conduct inspections to ensure that minimum technology requirements are met.

**Important:** The minimum requirements are subject to change at any time. The cost of any technological updates or upgrades is the sole responsibility of the Participant.

### 4.3. Equipment and Materials

Participants are required to have equipment onsite capable of completing safe, proper repairs. Please refer to the Partners Page for a current list of the minimum required tools and equipment.

**Important:** The minimum requirements are subject to change at any time. The cost of any updates/upgrades is the sole responsibility of the Participant.

#### 4.3.1. Technical reference materials

Each facility must have access to:

- upper and lower vehicle dimensional data for passenger vehicles, and
- manufacturer repair procedures for passenger vehicles.

### 4.4. Training and certification

#### 4.4.1. Certification of technicians

All technical personnel working on ICBC claims must hold a British Columbia recognized trade qualification or be a registered apprentice in one of the following trades:

- Auto Body & Collision Technician
- Automotive Refinishing Technician, or
- Automotive Refinishing Prep Technician.

### 4.4.2. Technical training

Participants are required to maintain training for technical personnel that enables the completion of safe, proper repairs.

Please refer to the Partners Page for technical training requirements.

Auto Body & Collision Technicians utilizing the anchoring, pulling and electronic measuring system(s) must obtain up-to-date training provided by the equipment manufacturer.

Automotive Refinishing Technicians and Automotive Refinishing Prep Technicians all require manufacturer approved refinish product training that is up-to-date and specific to the product being used in the facility.

All Participants should keep personnel up to date on available training for products used in the facility.

### 4.4.3. Program administrative training

ICBC may provide Program administrative training (“Program Training”) for Participants. Staff members who access the estimating system, as well as the facility manager and the owner(s) or their authorized representative, may be required to complete the Program Training.

If required by ICBC, Participants must ensure that at least one staff member who has received the Program Training is on site at all times during Program Hours to write complete and accurate estimates according to Program standards.

## 4.5. Safe, Proper Repairs

Participants are required to complete safe, proper repairs that are subject to a limited warranty. Participants must follow manufacturer repair procedures related to structural panel repair or replacement (including but not limited to reinforcement bars, welded or bonded panels), as well as repair, replacement or R&I of parts related to supplemental restraint systems (SRS) and advanced driver assist systems (ADAS).

Prior to accepting any work, the Participant must determine whether their facility is capable of performing safe, proper repairs in accordance with the Manuals, and manufacturer repair procedures where applicable. If the Participant is incapable of doing so, the Participant must refuse the work. A Participant that circumvents ICBC Procedures or manufacturer repair procedures, where applicable, may be referred to the Supplier Conduct Committee, which may result in suspension of Program benefits or termination from the Program.

When there is a conflict between ICBC policies and manufacturer repair procedures, the ICBC policies prevail. Examples include repairing alloy wheels or utilizing recycled or aftermarket parts. Manufacturer position statements, including but not limited to those relating to mechanical components, may require additional review between the Participant and ICBC.

### 4.6. Repaired Vehicle Warranty

Participants must provide a written limited warranty to vehicle owners (the “Warranty”). This Warranty:

- applies only as long as the customer owns the vehicle
- certifies that repairs are performed to the Safe, Proper Repair standards outlined in this Guide
- applies for the life of the vehicle on body and paint repairs including materials
- applies up to the period of time as specified by the parts supplier and/or outlined in “Standards of Performance” in the ICBC Material Damage Claims Procedures, and
- must contain the:
  - ICBC claim number
  - facility name
  - customer name, and
  - vehicle information.

Warranty exclusions may include but are not limited to damage caused by or resulting from unreasonable use, maintenance or care of the vehicle.

Participants are given an opportunity, with the customer’s consent, to promptly correct substandard repairs under the Participant’s warranty, absent extraordinary circumstances.

Alternatively, in situations where extenuating circumstances exist, the Participant can arrange to have repairs corrected at a secondary Program facility with the customer’s authorization. A written agreement is required between the secondary Program Participant and the original Participant regarding the terms of the Warranty and the corrective repairs.

The Participant is responsible for resolving workmanship issues involving a sublet repairer (someone contracted by the Participant).

**Note:** When a justified customer complaint has been confirmed by ICBC, such as inaction, unreasonable delays or failure to rectify a warranty issue, the customer, with ICBC’s involvement, may choose another facility to perform the remedial work. In such circumstances, the cost will be the responsibility of the Participant holding the warranty.

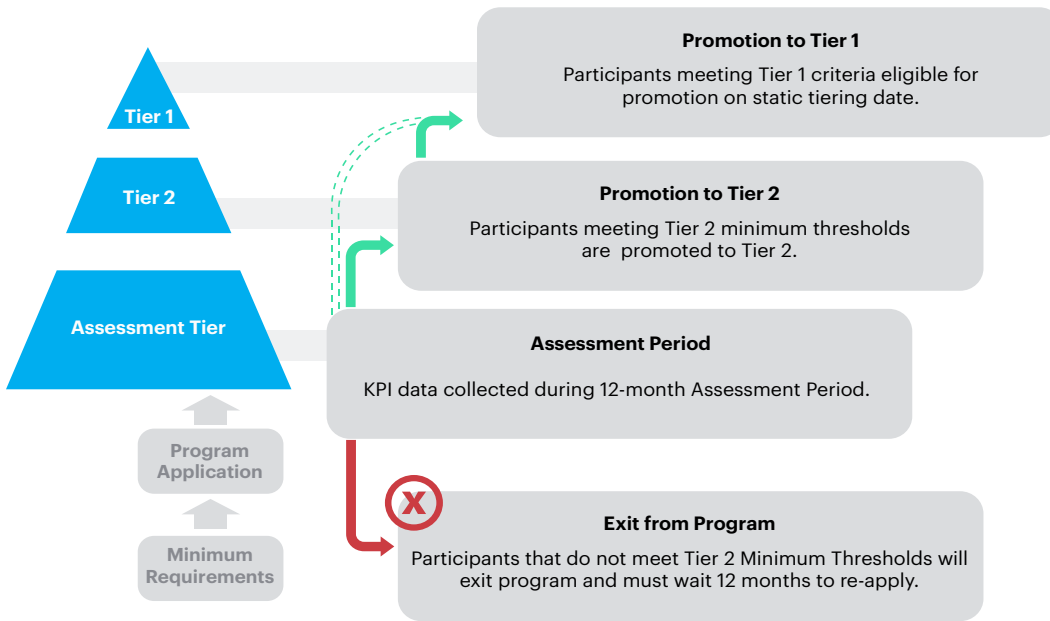
If there is a Warranty request by a customer and the Participant has ceased to carry on business operations (closed or insolvent), ICBC will determine if the Warranty request is related to the original repairs performed by the closed Participant. ICBC may make use of the Special Compensation Fund to cover the costs of the repair.

For further details on the Special Compensation Fund, refer to Special Compensation Fund section in this Guide.

## 5. Post Acceptance Program Activities

### 5.1. Tiering

The Tiering model is used to measure and Tier suppliers based on performance.



### 5.2. Tiering at Program Intake and Annual Tiering Evaluation

A new Program applicant that successfully completes the application process is placed in the Assessment Tier. Applicants entering the Program through expansion or acquisition should review Applicants section of this Guide.

All Participants are evaluated based on key performance indicator (“KPI”) data starting from the date of first estimate submission and continuing on a consecutive twelve (12) months basis.

Tier placement is reviewed annually on a set date (the “Static Tiering Date”) for all Participants that have completed their Assessment Period. At that time, a fixed percentage of the highest performing Participants are placed in Tier 1. Participants that meet the Tier 2 Minimum Threshold but do not qualify for Tier 1 are placed in Tier 2. Participants must accumulate 12 months of KPI data to be eligible for tiering on the Static Tiering Date.

The Tier 2 Minimum Threshold is a performance target set by ICBC. Participants must have met or exceeded this target on the Static Tiering Date in order to qualify for Tier 1 or Tier 2.

ICBC sets the Tier 2 Minimum Threshold based on KPI data for each region. The Tier 2 Minimum Threshold is communicated to all Participants at least annually.

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If, at the Static Tiering Date, a Tier 1 or Tier 2 Participant does not meet the Tier 2 Minimum Threshold, the Participant is placed in the Assessment Tier.

At ICBC's sole discretion, Participants in the Assessment Tier that have completed their Assessment Period but have not met the Tier 2 Minimum Threshold at the Static Tiering Date must exit the Program and the Agreement is terminated.

Participants in the Assessment Tier that have completed their Assessment Period and have met the Tier 2 Minimum Threshold at the Static Tiering Date are promoted to Tier 2.

**Note:** ICBC may, at its discretion, review the KPI data of Participants with lower than average paid claim volume to confirm that the Participant's rank within their region is appropriate. ICBC will also review Participants non-drive volume in comparison to their region to determine Tier 1 eligibility. This is to ensure that the Participant's Program rank is based on a valid, comparable volume of KPI data and non-drive volume.

If ICBC determines the Participant lacks the paid claims volume including non-drive volume to be reasonably compared within their region, ICBC reserves the right to manually adjust the Participant's rank for tiering purposes based on review findings. Material Damage Account Services will inform the Participant of the review findings and regional ranking change if applicable.

### 5.3. Tiering Benefits in Tiers 1 and 2

Participants in Tiers 1 and 2 have the following Program benefits.

Tier 2	
Benefit	Details
Mid-level Review Threshold	Have a lower Review Threshold than Tier 1 but higher than Assessment Tier
Facility promotion	Promoted ahead of Assessment Tier on customer facing collision repair network locator
Tier 1	
Highest Review Threshold	Highest Review Threshold among Participants
Facility promotion	Promoted ahead of Tier 2 on customer facing collision repair network locator
Advertising	Permission to use the "ICBC Repair Network Top Performer" logos and signage. <b>Note:</b> see the Advertising section of the Guide for further information.

### 5.3.1 Guidelines for Assessment Tier

Participants in the Assessment Tier:

- have the lowest review threshold among Participants, and
- are promoted below Tiers 1 and 2 on customer facing collision repair network locator.

### 5.4. Collision Repair Network Locator

ICBC uses an external customer facing locator displaying the Participant facility's location geographically based on the customer's preferred location and search parameters.

Participant locations are listed relative to their current annual Tier status and Program Rank.

If provided to ICBC by the Participant, the locator also displays and can be filtered by the following information:

- facility contact information and business hours
- manufacturer certifications
- national third party collision repair certification programs
- aluminum repair capabilities
- value added services such as pick up and drop of locations and/or online repair status updates, and
- languages spoken at facility.

## 6. Performance Management, Assessment and Standards

### 6.1. Performance Management

A performance management model is used in the Program to:

- support Program activities
- monitor and promote facility performance and compliance with ICBC policies and standards
- minimize potential financial risks to ICBC through the use of appropriate auditing controls, and
- help identify potential opportunities to improve both the administration and technical aspects of the collision repair process for the benefit of customers, ICBC and Industry.

### 6.2. Performance Management Mechanisms/Tools

The model is comprised of five primary mechanisms/tools:

- Key Performance Indicators (KPIs)
- Quality Assurance (QA) assessments
- Focus List
- Performance Reviews, and
- Audits.

### 6.3. Key Performance Indicators

KPIs are central to the Program and are utilized to monitor performance and for Tier placement. Participants are notified in advance of any changes to KPIs or their weighting.

#### 6.3.1. Individual Participant KPI Report

A Participant's performance is measured against regional results and against its own previous performance. ICBC provides Participants with their individual KPI results on a monthly basis. This monthly report allows a Participant to see how they are performing within their region for each of the three performance measures below.

Each of the three KPI measures represent a different component of the repair process:

- Estimatrics
- Cycle Time (Touch Time)
- QA

Each KPI is measured regionally and a score is calculated.

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Customer Service Index (CSI) is a score based on customer satisfaction surveys done after repairs are completed. CSI is visible on the individual Participant's KPI report, and is monitored by ICBC. However, CSI is not measured for the purposes of KPI scoring and the Participant's program rank.

KPI Measures	KPI Weighting		Repair Process Components	Data Description
	Overall	Sub-Weighting		
<b>Estimatics</b>	55%	15%	Initial Estimate Efficiency	Sum of initial approved estimate divided by sum of original estimate plus all supplements
		15%	Repair to Replace Part count	Total repaired parts divided by Total replaced parts (excluding parts under \$100), expressed as a percentage
		15%	Alternate Parts	Total of alternate parts (after market and recycled not OEM) divided by total part amount (after market, recycled and OEM)
		55%	Normalized Severity	Measure of severity, adjusted for each supplier's unique work mix (see note below) (excluding ATS and PVRT)
<b>Cycle Time (Touch Time)</b>	15%	100%	Average Labour Hours per day	Total repair hours (all labour hours) divided by number of days (24 hour clock on cycle time entry for car in/car out)
<b>QA</b>	30%	100%	Overall file score	Derived from the completion of the QA assessment form

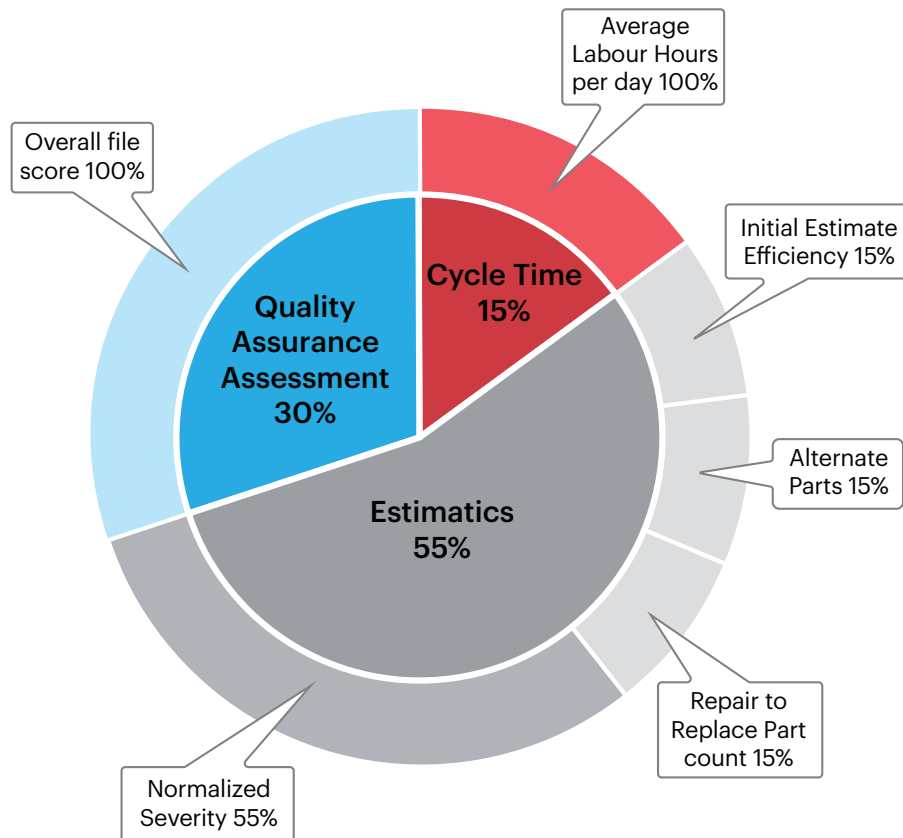
**NOTE:** Normalized Severity considers claim & repair differences outside of a facility's control (work mix variables) when calculating average repair cost. More than 150 work-mix variables which influence repair cost are considered when calculating Normalized Severity, such as:

**Vehicle:** make, body style, engine type, model year, MSRP, fuel type (gas vs. electric)

**Incident:** geographical region, point of impact, drivability, seasonality, incident type, incident location

**Operations:** type of parts and repair work required (e.g. body, frame, mechanical, hood, bumper, etc.)





### 6.4. Quality Assurance

Quality Assurance (“QA”) is a mechanism for the monitoring and evaluating the various aspects of the Participant’s delivery of estimating services to ensure that ICBC’s standards are being met.

#### 6.4.1. QA Assessments

QA Assessments have several purposes, including:

- documenting estimating practices, including adherence to policies, procedures and accurate damage entries
- identifying and/or following up on potential performance and/or compliance issues
- confirming a Participant’s positive estimating practices
- responding to customer concerns
- suggesting methods of improvement and providing guidance on specific issues if or as required, and
- identifying serious issues.

### 6.4.2. Measuring QA

QA assessments document the following areas.

<b>Administration</b>	
Policy and Procedures Compliance	Participant adheres to procedures outlined in Estimates section of this Guide.
Program Administrative Guidelines	Participant adheres to Commencing Repairs Prior to Submitting an Estimate or Supplement and Two-Year Limitation Period sections of this Guide.
<b>Alternative Transportation Service</b>	
ATS	Participant adheres to Alternative Transportation Service and Rental section of this Guide.
<b>Estimate Accuracy and Completeness</b>	
Damage estimate line entries	Participant adheres to the procedures outlined in the Manuals specific to the estimate (damage line entries) submitted.
Submitting Estimate for Payment	Participant adheres to Quality of Estimate procedures outlined in this Guide.
Digital Images	Participant adheres to Digital Images procedures outlined in this Guide.
<b>Parts and Paint</b>	
Parts	Participant adheres to the procedures outlined in the Manuals specific to parts.
Paint	Participant adheres to the procedures outlined in the Manuals specific to paint.
<b>Serious Issues</b>	
Serious Issues	<p>Serious Issues are documented including but not limited to:</p> <ul style="list-style-type: none"> <li>• the procedures outlined in Total Loss (preventing reparable total losses)</li> <li>• adherence to safe, proper repairs</li> <li>• concerns related to fraud and/or negligence.</li> </ul>
<b>Variance</b>	
Variance	Total absolute variance divided by gross estimate total. Expressed as a percentage.

### 6.4.3. Scope and Frequency

QA assessments may be conducted by ICBC at any time without notice, in-person or remotely. QA assessments are conducted on estimates and supplements regardless of repair status, and may involve vehicle inspections.

A Participant's QA KPI score is an aggregate of randomly selected QA assessments.

### 6.4.4. Outcomes

All findings are documented and scored with results made available to the Participant. The findings may trigger audits, performance reviews or referral to the Supplier Conduct Committee. Referral to the Supplier Conduct Committee may result in the suspension of Program benefits or termination from the Program.

### 6.4.5. Quality Assurance Performance Measures

All completed QA assessments are displayed on the Quality Assurance Performance Measures (QAPM) application launched through the Partners Page for the Participant to review their performance. The completed QA assessment displays both positive and negative results. After submission of the completed QA assessment, a score is generated.

### 6.4.6. QA Assessment Disputes

Participants have the ability to dispute entries in a completed QA assessment if they feel that the entries made by ICBC are unjustified. QA assessment disputes that do not identify a clear basis for the dispute are rejected.

Participants may

- submit a QA dispute to ICBC within seven (7) calendar days of receipt of a completed QA assessment, and
- select the sections on the completed QA assessment, providing clear reasons for the dispute and explaining why the QA assessment results may not be justified.

Once a QA dispute has been submitted, within seven (7) calendar days of submission ICBC reviews the entire QA Assessment, the supporting documentation and the Participant's explanation for the dispute.

If the dispute is ...	then ICBC informs the Participant ...
unsuccessful	that the original QA assessment is supported and will stand. <b>Note:</b> ICBC may replace the QA assessment if additional compliance issues are identified during the review.
successful	that the QA assessment is being replaced with a new assessment that reflects the correct score, including possible adjustments to areas on the assessment that were not disputed.

In the event ICBC does not respond to a QA dispute within seven (7) calendar days the entire QA assessment is removed and does not impact the Participant's overall QA KPI.

QA assessments reflect the estimate status, including supporting documentation, at the time the assessment was completed. Corrective measures taken after the time of completion of the QA assessment cannot form the basis of a dispute.

QA assessments reflecting clear violations of procedure should not be disputed. For example, if required photos were missing at the time of the QA assessment, the Participant may not dispute it if the required photos are then uploaded at a later time. Repeated unsuccessful disputes may result in follow-up in the form of placement on the Focus List, additional QA assessments, performance reviews, and/or audits.

## 6.5. Focus List

ICBC maintains a Focus List of Participants that require additional attention or support. Participants on the Focus List are subject to enhanced governance controls as applicable.

### 6.5.1. Frequency/Triggers

Participants may be placed on the Focus List at ICBC's discretion or for the following reasons:

- suboptimal performance reviews
- poor QA trending
- poor working relationships with ICBC, such as abusive, unprofessional or hostile communications or behaviours
- poor KPI trending
- poor Audit results
- request from the Participant
- recent Program entry, or
- the Participant has had a change in management or employees utilizing estimating systems.

ICBC advises Participants if they have been added to or released from the Focus List. The Focus List is typically updated every two months.

### **6.5.2. Impact to Participants on the Focus List**

Participants are subject to review of a higher volume of estimates and may be subject to additional performance management assessment. Upon removal from the Focus List the Participant may have applicable Tier benefits reinstated.

## **6.6. Audits**

Audits are performed to determine whether a Participant is complying with Program policies and standards. In addition, ICBC performs risk based audits related to overall Program risk and internal governance controls (“Program Audits”). As a result ICBC may request files from various Participants to support either type of Audit.

### **6.6.1. Frequency/Triggers**

ICBC may initiate audits at its discretion for any facility or based on specific triggers, including:

- results of past QA assessment where variances/compliance concerns may be serious enough to warrant further investigation to determine if the issues are isolated or systemic and related to poor estimating and/or business practices
- poor KPI results/trending that may warrant further investigation
- customer complaints/concerns, or
- regularly scheduled or ad hoc audits.

### **6.6.2. Outcomes**

Audit results are made available to the Participant, except in the case of Program Audits. Audit outcomes may result in follow-up in the form of additional QA, Performance Reviews, and/or additional Audits. The results may also be used to support specific performance management consequences, where applicable, including referral to the Supplier Conduct Committee which may result in suspension of Program benefits or termination from the Program.

### 6.7. Performance Reviews

ICBC uses Performance Reviews to:

- enhance the Program performance management mechanisms
- share and discuss performance and compliance results with a Participant, and
- identify and communicate potential improvement opportunities, expectations, and outcomes.

Depending on the results, Performance Reviews may also include a guidance component designed to help the Participant improve their overall performance and compliance with ICBC policies and standards.

#### 6.7.1. Frequency/Triggers

ICBC may conduct a Performance Review of all aspects of a Participant's ICBC related business at any time. Failure to comply with ICBC procedures may result in the Participant being placed in a Performance Review cycle. Additional Performance Reviews may be conducted in the case of Participants with poor KPI results and/or poor compliance trending.

#### 6.7.2. Performance Review Outcomes

Each Performance Review cycle is assessed over a 120 day period. ICBC discusses their findings with the Participant and suggest methods of improvement as part of the Review. Results and any identified follow-up actions are summarized in writing. The Participant may be required to provide a written performance plan identifying areas and processes for improvement.

Specific outcomes from the stages of Performance Reviews are set out below.

#### 6.7.3. Performance Review 1

At the start of a Performance Review cycle, the Participant will be monitored and coached to help improve upon the identified areas of concern. No sanctions will apply.

At the end of the first 120 days, if the result is positive the Participant is released from the Performance Review cycle and Program benefits are reinstated as applicable.

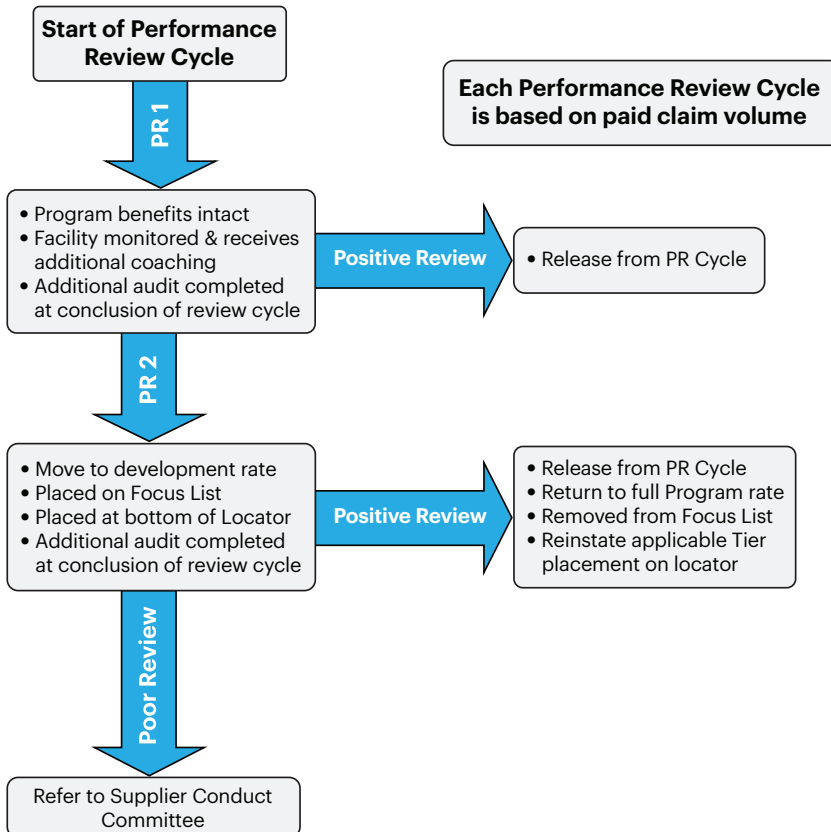
If the result is poor, the Participant is:

- moved to the development rate
- placed on the focus list
- no longer submitting estimates with a review threshold
- moved to the bottom of the locator

### 6.7.4. Performance Review 2

In Performance Review 2, if the result is positive, all sanctions will be removed and the Participant will be released from the Performance Review cycle.

The following chart outlines the Performance Review cycle and the outcomes of both positive and poor reviews.



If the result is poor, the Participant will be referred to the Supplier Conduct Committee (SCC).

SCC sanctions may include, but are not limited to:

- Additional Performance Reviews,
- Continuation at PR2 the development rate,
- Suspension of Program benefits, or
- Termination from the Program.

Any outcomes from Performance Reviews will be reviewed with the Participant at the conclusion of each cycle.

### 6.7.5. Development Rates

ICBC has a development rate for Participants that are not meeting performance expectations. The development rate is applicable once a Participant enters into their second Performance Review cycle or at the discretion of the Supplier Conduct Committee. Participants on a development rate are not entitled to the mechanical or frame differential. The current development labour rates are set out on the Partners Page.

### 6.7.6. Erratic Performance

Participants that have been identified to re-enter a Performance Review cycle within 24 months are immediately referred to Supplier Conduct Committee, which may result in suspension of Program benefits or termination from the Program.

## 6.8. Supplier Conduct Committee

The Supplier Conduct Committee provides a review process for suppliers who create reputational or financial risk for ICBC due to not following claims procedures, performance standards or contractual obligations.

The Supplier Conduct Committee's mandate is to:

- provide guidance on all supplier conduct issues
- protect the safety of customers and eliminate risk
- offer consistency on supplier conduct
- recommend disciplinary steps, and
- identify personnel responsible for implementation of said discipline.

### 6.8.1. Referral to Supplier Conduct Committee

Participants may be referred to the Supplier Conduct Committee when issues are identified, such issues to include but not be limited to:

- two poor Performance Reviews within a Performance Review cycle
- erratic performance (as described above), or
- serious issues as described in sections 8.2 and 8.3 of the Agreement.



### **6.8.2. Outcomes**

ICBC may take all manner of action against the Participant, regardless of their KPI results, Performance Reviews and Audit history, including but not limited to:

- moving the Participant to the development rate
- suspending the Participant's Program benefits, or
- terminating the Participant from the Program.

If the Participant's status in the Program is terminated, they can reapply at the discretion of and as directed by the Supplier Conduct Committee, and must go through onboarding as a first time applicant.

### **6.8.3. Termination of the Agreement**

If the Participant is provided notice that that they will be terminated from the Program they should refer to their Agreement.

## 7. Program Administrative Guidelines

### 7.1. Program Administrative Processes and Responsibilities

When processing a claim and/or estimate for an ICBC customer, the Participant must provide Collision Repair Services offered under the Program to such customer and:

- completes and submits an estimate or supplement of the vehicle damage according to the procedures outlined in the Manuals (which cover the particulars of estimate completion), and
- repairs the customer's vehicle according to the ICBC-approved estimate.

If Participants require a review of their estimate or supplement by ICBC, the Participant must add the "Requires Review" damage line entry from the templates list in the estimate and check the "Escalate for additional review by ICBC" box in Mitchell Connect.

For all estimates, a Participant must enter applicable comments and remarks in the "Messages" section of Mitchell Connect.

### 7.2. Site Visits

ICBC may conduct site visits at the Participants facility at its own discretion.

If an ICBC estimator decides to conduct a site visit in relation to an estimate of vehicle damage, the estimator contacts the facility to confirm that the vehicle is on the premises. Unless a serious issue is identified by ICBC, the ICBC estimator does not place the estimate on hold and the Participant can continue with repairs despite the need for a site visit.

**Note:** Repairs may be put on hold for various reasons, including but not limited to falsely claimed damage, coverage related issues or billing anomalies.

### 7.3. Limitation Periods

#### 7.3.1. Two Year Limitation Period (Date of Loss)

There is a two (2) year limitation period on all ICBC claims from the date of loss. Unless specifically authorized by ICBC, repairs must be completed and estimates submitted for payment within two years of the date of loss.

When retrieving a claim assignment for an estimate or supplement, the Participant must verify the date of loss. If more than two years have passed, the Participant must contact ICBC for further instructions.

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If an ICBC customer presents a claim number that is nearing the two year limitation period, the following procedure applies. If:

- sufficient time remains to complete all vehicle repairs and submit the estimate to ICBC for payment, then the Participant may proceed as usual.
- there is a question as to whether or not vehicle repairs can be completed and the estimate submitted for payment to ICBC before the expiry of the two year limitation period, the Participant must contact ICBC for instructions.

**Note:** Estimates submitted for payment after the two year limitation period may not be paid by ICBC.

# 8. Estimates

## 8.1. Submitting an Estimate or Supplement Prior to Commencing Repairs

The Participant is required to submit estimates and supplements prior to commencing repairs regardless of their Tier status. ICBC may provide Participants with access to certain business systems and software that allow them to provide estimates for ICBC Customers' Vehicles.

**Note:** Once an estimate has been approved, the repairs have commenced and there are no concerns about exceeding the maximum repair amount, the Participant may authorize a sublet provider to continue with repairs when unforeseen supplement(s) are identified. This excludes additional judgement time repair operations and/or repair vs. replace decisions.

If the Participant has elected to sublet a portion of the repair (e.g., wheel alignment) prior to submitting the estimate or supplement, they must be able to substantiate the damage by:

- taking photos
- making estimate remarks
- retaining the damaged part, or
- providing supporting documentation.

## 8.2. Quality of Estimate

Estimates are subject to all ICBC compliance and Audit requirements, including requirements for submitting photos of vehicle damage. All estimates or supplements must be submitted with supporting photos and documentation prior to commencing repairs.

All required fields in Mitchell Estimating, including the postal code in Inspection Details, must be accurately completed. Failure to follow estimating guidelines and procedures may result in ICBC refusing payment entirely or paying the estimate based on available supporting information and images. Under no circumstances can customers be billed for any claim related disputed differences in payment.

For each supplement the part prices must be updated so an accurate repair cost is available. The estimate submitted for payment is required to be:

- cost-effective
- aligned with manufacturer repair procedures, as applicable, in accordance with the Manuals
- complete, and
- accurately reflecting the insured damage to the customer's vehicle.

**Note:** Unnecessary and excessive supplements (e.g., missed visible damage to external panels) may trigger application of performance management mechanisms.

A Participant must be able to justify their decisions related to judgment time, repair versus replace and use of original equipment manufacturer (OEM) parts rather than alternate parts. Some factors that are considered are:

- parts availability
- shipping
- loss of use, and
- cycle time.

The use of recycled or aftermarket parts, should be considered on all estimates unless a replacement policy is in effect (see subsection 8.20). If a Participant identifies an incorrect ICBC-generated estimating entry, the Participant is responsible for correcting the issue. It is the Participant's responsibility to ensure that all estimates that they submit for payment are complete and accurate, while being fair and reasonable.

In addition, supplement requests for additional visible repair time originally assessed by the Participant may not be approved. Exceptions to this may include hit and run claims, related damage hidden by other attached parts on the same panel.

Note: In relation to the estimate, the term "approved" is only intended to allow the Participant to proceed with repairs and does not mean that the estimate meets all the requirements outlined in the Manuals. ICBC reserves the right to modify the estimate at any time to correct any non-compliance with the Manuals related to the estimate and correct any payment made, if applicable.

### **8.2.1. Submission of estimate or supplement**

Participants must only submit an item to ICBC (on an estimate, supplement or otherwise) if the item is:

- selectable and approved for payment in Mitchell; or
- manually entered in Mitchell, and that item is expressly and specifically authorised for payment:
  - in the Guide;
  - in the Material Damage Claims Procedures; or
  - on a case by case basis by ICBC in writing.

The value of any other item (that is not listed above) is included in the applicable labour rate.

Examples of items that are included in the applicable labour rate include, but are not limited to:

- Administrative services;
- Customer service;
- Estimation services; and
- Cleaning services.

Participants must not submit an item for payment (or otherwise) that has previously been rejected by ICBC.

### 8.2.2. Pull to Determine Reparability

In the event that a Participant decides an initial pull is required to determine repair vs replacement of a panel, the estimate must be submitted including:

- initial pull time applied to the vehicle or panel in question, and
- line item remark for panel in question stating “initial pull to determine repair vs replace”.

Upon completion of initial pull, the Participant must submit a supplement including the repair time for, or replacement of, the panel in question in order to avoid any issue regarding maximum repair cost or total loss.

### 8.2.3. Parts

The use of recycled, aftermarket, exchange parts on an estimate should be considered. When the most cost-effective part is not utilized, All participants must document on the estimate why a more expensive part was utilized (e.g. shipping delays and rental costs). All Participants must be able to support their decision in a QA Assessment, Audit, or Performance Review.

When claim related repairs include back-ordered parts, the Participant must document the status of the part when it is included on the estimate.

**Important:** All back-order part prices, labour times and anticipated delivery date must be included on the estimate to assist ICBC in determining if the vehicle is a total loss.

When parts ...	And the repairs ...	Then the Participant ...
are on back order	are in progress	<ul style="list-style-type: none"> <li>enters the back-ordered part and applicable labour hours on the estimate</li> <li>notifies ICBC that the back-ordered part is preventing the start of repairs or delivery of vehicle by adding the pre-store line remark "BACK-ORDERED PART NOT INSTALLED"</li> <li>enters an explanation line documenting the part delay, such as: "Airbag delivery has no ETA", if the part has no estimated arrival time,</li> <li>adds the * REQUIRES REVIEW * long expansion repair line from the ICBC My Templates group, and</li> <li>submits the estimate for approval.</li> </ul> <p><b>Note:</b> In order to prevent re-stocking charges or non-returnable parts, the facility should make reasonable attempts to determine part availability prior to ordering parts in the event the vehicle becomes a total loss.</p>
	are partially completed <ul style="list-style-type: none"> <li>to the point that the vehicle can be driven safely and returned to the customer, such as fender flares or moulding, or</li> <li>the remaining parts render the vehicle unsafe to drive, such as a seatbelt or airbag, delaying the return of the vehicle to the customer</li> </ul>	<ul style="list-style-type: none"> <li>leaves the back-ordered part on the estimate and applicable labour hours</li> <li>ensures the back-ordered estimate line entry includes the pre-store estimate remark "BACK-ORDERED PART NOT INSTALLED", and</li> <li>submits the estimate for approval and payment.</li> </ul>

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When parts ...	And the repairs ...	Then the Participant ...
<b>arrive</b>	are in progress at the facility	<ul style="list-style-type: none"> <li>removes the pre-store estimate remark "BACK-ORDERED PART NOT INSTALLED"</li> <li>sends the updated supplement to ICBC, and</li> <li>installs the back-ordered part.</li> </ul>
	require the customer to return to the facility to install the back-ordered part(s)	<ul style="list-style-type: none"> <li>installs the part(s) on the customer's vehicle, and</li> <li>updates the Mitchell Cloud Estimating (MCE) Journal Note indicating that the back-ordered part has been installed.</li> </ul> <p><b>Note:</b> If unable to update the Messages email <a href="#">CC87</a> advising that the part is installed.</p>
	require additional labour time, such as a headlamp with a cosmetic blemish that affects the vehicle's ability to be driven safely	<ul style="list-style-type: none"> <li>documents the original estimate with a labour remark explaining that the back-ordered part required additional labour once acquired.</li> </ul>

In the event a back-ordered part cannot be installed on the customer's vehicle the Participant notifies ICBC.

If the back-ordered part ...	Then the Participant ...
can be returned	requests reversal of the payment by submitting the Repair Facility Support Request webform — Payment Inquiry.
cannot be returned	<p>documents in Mitchell Cloud Estimating (MCE) Journal Note</p> <ul style="list-style-type: none"> <li>the reason why the part could not be installed, and</li> <li>dates where attempts were made to contact the customer to attend the facility to have the parts installed.</li> </ul> <p><b>Important:</b> In the event that labour for the back-ordered part exceeds 0.5 hours, the Participant must deliver any parts exceeding \$100 in value to ICBC and submit a Repair Facility Support Request webform — Payment Inquiry requesting</p> <ul style="list-style-type: none"> <li>reversal of the estimate payment</li> <li>labour for back ordered part be removed, and</li> <li>return any parts exceeding \$100 in value to ICBC.</li> </ul>



### 8.3. Cycle Time Entries

The Cycle Time fields in ARIES Payment Request (APR) are designed to enable Participants to enter claim specific date and time information for the purposes of measuring vehicle repair cycle time. Participants must provide the information below for all ICBC vehicle repairs.

All applicable Cycle Time information must be entered into the date and time fields located in APR prior to submitting the estimate for payment. A pattern of inaccurate entries may trigger performance management mechanisms.

Cycle Time Field	Definition
Car in Date	The date that the vehicle has arrived at the repair facility with a fully authorized claim number.
Car in Time	The time that the vehicle has arrived at the repair facility (to the nearest hour) with a fully authorized claim number.
Repair Completion Date	The date that the vehicle repairs are completed and the customer is contacted advising that the vehicle is ready for pick up or delivery.
Repair Completion Time	The time that the vehicle repairs are completed and the customer is contacted advising that the vehicle is ready for pick up or delivery (to the nearest hour).
Car Out Date	The date that the repaired vehicle is picked up or delivered to the customer.
Car Out Time	The time that the repaired vehicle is picked up or delivered to the customer (to the nearest hour).

**Note:** Participants that have notified ICBC of excessive wait times select the Car in Date and Car in Time as the arrival date plus the amount of days submitted to ICBC on the current Non-Drive Volume Delay Notification form.

### 8.4. Review Threshold

Review Threshold allows qualified Participants to submit an estimate or supplement that may go straight through to payment without a review by ICBC. There is no limit to the number of supplements that can be submitted under the applicable Review Threshold amount. Estimates or supplements submitted above the applicable Review Threshold amount are subject to review by ICBC. Review Threshold amounts increase with each Tier and are subject to change from time to time.

**Important:** All estimate or supplement submissions may be subject to QA Assessments or file selection for an Audit regardless of the amount.

### 8.5. System Outages

When a system outage occurs and Mitchell Connect is unavailable, the Participant must contact ICBC Provincial Express to confirm the claim number, vehicle registration and that the claim still qualifies for an estimate. If the claim still qualifies, a manual estimate or supplement must be completed and provided to ICBC Provincial Express.

Upon receipt of the estimate or supplement, ICBC reviews it for accuracy, and, if accurate, returns an approved copy to the Participant. If not accurate, they must contact the Participant to determine next steps. Both the Participant and ICBC must retain a copy of the approved estimate or supplement.

Once the connection with Mitchell Connect is regained, the Participant must submit the estimate for approval through Mitchell Connect as usual. The Participant should include an estimate remark indicating it is a “System Outage Estimate” and refer to the last approved estimate version. Upon receipt, ICBC compares the estimate or supplement with the manual copy prior to approval.

### 8.6. Additional Estimate Form Requests (Suffix)

There may be occasions where other claim related operations require another estimate form or “suffix”, also known as a ‘B’ Sheet. When a suffix is required, the Participant must utilize the Repair Facility Support Request webform — General request to have the appropriate suffix created.

**Important:** The original suffix estimate (the ‘A’ Sheet) must be submitted prior to requesting an additional suffix (the ‘B’ Sheet). Failure to submit the original suffix estimate prior to the creation of the new suffix ‘B’ Sheet may prevent the system from accepting the original suffix estimate, which requires the original suffix estimate to be recreated.

### 8.7. Documenting Multiple Claims

When a customer presents multiple claims to be processed simultaneously, the Participant must prepare and submit each estimate in sequence from oldest date of loss to most recent, using the following steps:

1. The claim with the oldest date of loss (the “original claim”): Complete the estimate as if no other claims exist.
2. The claim with the second oldest date of loss: Do not include damage included on the original claim. Include differences not accounted for on the original claim (e.g., if the original claim had paint on the quarter panel and the subsequent claim requires repair time, the repair time without paint can be added).
3. Subsequent claims must only include claim-related damage not included on previous claim estimates. **Important:** Each estimate must document the other claim numbers in “Journal” prior to submission. This will assist when referencing future supplements.
4. Submit the estimates to ICBC for approval.

After the estimates have been submitted for approval, Participants can commence with repairs to all submitted claims unless:

- cumulative repair costs exceeds 80% of ACV threshold, or 60% if the vehicle has rebuilt status
- the claim is a hit-and-run

**Note:** Changing labour units may exclude the repair line from automatic overlap calculations. Participants should review overlaps with each submission.

Participants requiring additional support with overlaps must use the “Requires Review” process and notify ICBC by emailing [cc79@icbc.com](mailto:cc79@icbc.com) with a description of the overlap concerns. Participants that apply their own overlaps to claims are NOT required to flag “Requires Review” or email.

### 8.8. Digital Images

Participants must take clear digital images that accurately identify vehicle damage to ensure consistent documentation including the following:

- vehicle identification number (VIN)
- photos taken from perspectives showing all four (4) corners of the vehicle
- overall perspective of the vehicle’s interior
- detailing condition and options
- odometer reading
- driver door interior trim panel
- any exterior model or sub-model emblems
- photos of roof detailing options such as:
  - sunroof
  - luggage racks, and
  - overall condition
- all unrelated damage
- overall and close-up images with a yardstick (yardstick image requirement can appear in another image), and
- additional photos to support requests for additional parts and labour on supplement.

For comprehensive and hit and run claims, close-up images of all damaged areas must be taken to support the loss being claimed. This includes damage that is listed on the estimate but not listed on the Digital Image Checklist. For example, interior damage on vandalism claims, single directional damage, straight line damage to wheel or tire, bumper height damage, etc.

Participants should consider lighting, use of camera flash, eliminating glare and utilizing tools such as stripe boards to highlight damage that may be difficult to view digitally.

Participants must upload all required images into Mitchell Connect.

**Note:** It is strongly recommended that images be taken at a 1280 x 960 camera setting. Images taken at a higher resolution may take longer to convert and load into Mitchell Connect.

New Participants or Participants requiring guidance should consult [Digital Images/Documentation Checklist](#) available on the Partners Page. Digital Image Checklist is available at the Partners Page.

### 8.9. Estimate and Supporting Documentation Requirements

Participants must keep all estimates and supporting documentation accessible onsite for a minimum of two (2) years, in the form of either original hard copies or clear, legible digital copies.

The required documentation includes:

- a copy of the latest version of the estimate available at the time the repaired vehicle is delivered to the customer, including the fully completed “Customer’s Statement” and “Certificate of Repair”, where applicable
- invoices for all parts used in the repair of the vehicle (OEM, aftermarket and recycled part invoices must have claim number noted on them)
- credit invoices from suppliers on returned parts purchased for the vehicle repairs
- all sublet invoices obtained during repairs
- wheel alignments and/or computerized reports detailing:
  - claim number
  - all measurements
  - make/model/year of vehicle
  - vehicle identification number (VIN) and/or license plate
- pre- and post-repair vehicle scanning and diagnostics scan results
- ADAS calibration confirmation (sublet invoice detailing operation performed), if applicable
- manufacturer repair procedures supporting estimate entries in alignment with ICBC policies
- pre- and post-repair electronic three dimensional measuring reports
- a completed copy of the Digital Image Checklist or Digital Images/Documentation Checklist, unless all digital images are loaded to Mitchell Connect
- copies of the proof of purchase, warranty and product maintenance requirements to support aftermarket or dealer-applied rust inhibitor, paint protection or fabric protection, etc., must be filed with the estimate and other supporting documents

- Temporary Substitute Motor Vehicle (TSMV) agreement when a Participant owned/leased courtesy vehicle has been provided to a customer, and
- a copy of the receipt/work order or credit/debit card transaction slip displaying the method and amount of customer's portion paid, if applicable.

### 8.10. Release of Files to ICBC for an Audit or Performance Review

The Participant must ensure that all required documentation is readily available to an ICBC representative for the purpose of an audit, QA assessment or vehicle inspection at the Participant's location. File reviews may take place off-site. All associated copying costs are absorbed by the Participant. If the Participant's files are stored electronically, ICBC may request that the Participant upload them to Mitchell Connect.

All documentation is returned to the Participant within 30 days of the conclusion of the review.

### 8.11. Betterment, Allowances and Cash Settlements

ICBC requires Participants to follow the steps below in Mitchell Estimating regarding allowances, betterment, cash settlements and back ordered parts.

1. Select "Requires Review" from the templates list.
2. Enter "Override Note" stating what requires ICBC's attention, once compliance is triggered.
3. Select "Escalate for additional review by ICBC" from the compliance window, which triggers a compliance failure that alerts ICBC.

ICBC reviews the failed estimate and the Participant's comments to determine the appropriate next steps and advise the Participant accordingly. On Betterment, Allowance and Cash Settlements, ICBC contacts the customer when necessary.

**Note:** Betterment and allowances apply to all estimates regardless of customer responsibility.

For each of the following scenarios, the Participant must also do the following:

- For Betterment: Submit the estimate to ICBC with the part price and pre-populated Mitchell time intact. Do not zero out pre-populated Mitchell times or the part prices.
- For Allowances: Submit the estimate to ICBC with the claim related damage listed on the estimate along with the pre-populated Mitchell refinish times intact. Do not zero out pre-populated Mitchell times.
- For Cash Settlement: Submit the estimate to ICBC with the part and/or labour time intact. Do not zero out labour times or the part prices.

### 8.11.1. Cash Settlements

If the customer requests a cash settlement for part or all of the claim, the Participant must advise ICBC, who contacts the customer.

If a cash settlement agreement is made, ICBC completes a supplement to the estimate incorporating the cash settlement changes.

ICBC also advises the Participant that a revised estimate is available in Mitchell Connect and forwards payment to the customer.

### 8.12. Point of Impact

The Participant is responsible to ensure the correct “point of impact” is chosen on all estimates. The “point of impact” selected in Mitchell is the vehicle area that has sustained the majority (dollar amount) of claim-related damage. The Participant must accurately determine the primary point of impact and enter the information in the appropriate estimating system field.

When there is no body damage, the “non-collision” option in the estimating system must be selected for losses involving the following:

- glass
- the interior of the vehicle, or
- refinishing.

### 8.13. Consistency of Damage with Loss Type

The Participant must confirm, on all comprehensive claims, whether or not the damage appears consistent with the circumstances of the claim that the customer has provided to ICBC, and that is indicated in the assignment “Journal” in Mitchell.

The types of losses include the following.

#### 8.13.1. Animal Impact

Evidence of consistency with animal impact includes but is not limited to:

- minor impact-type damage, or
- animal hair or fecal matter on the vehicle.

#### 8.13.2. Vandalism

Evidence of consistency with vandalism includes but is not limited to:

- key scratches
- slashing of a convertible top, or
- blunt impact as a result of a minor impact, such as a kick.

### 8.13.3. Theft from Vehicle

Evidence of consistency with theft from vehicle includes but is not limited to:

- indications of forcible entry into the vehicle and resulting damage, or
- resulting damage that would occur from the attempt of a theft either of the vehicle or a part of it.

### 8.13.4. Other

Evidence of consistency with other type of damage includes, but is not limited to, minor impact-type damage such as that caused by a baseball hitting the vehicle.

### 8.13.5. Inconsistent Damage Indicators

Indications that damage is not consistent with the above types of loss includes but is not limited to:

- severe impact-type damage resulting from impact with a vehicle or stationary object
- wood, concrete or other abrasive type residue in damage area, or
- evidence of numerous scratches caused by branches.

### 8.13.6. Confirming Type of Loss

The Participant must provide evidence of the type of loss by completing the following:

1. Review the ICBC instructions in the “Assignment Details” section of the estimates card or “Journal” tab in Mitchell Connect
2. Look at the physical damage on the vehicle
3. Confirm the type of loss by making an estimate remark identifying the evidence (e.g., “damage consistent with animal impact, hair in grille”). If damage does not appear consistent with reported loss, follow the Requires Review process outlined in section 8.14 below.
4. Take photos supporting the type of loss, and
5. Submit the estimate to ICBC.

**Note:** Collision claims do not require confirmation of type of loss.

## 8.14. Unrelated Damage or Damage Not Consistent with Assignment Notes

Questionable damage is damage that may not be related to the claimed loss and will require review and approval by ICBC. Unrelated damage is any damage that is not consistent with the current loss. All unrelated damage must be identified, documented and reviewed with the customer. Damage not included in assignment notes may or may not be related to the claim.

### Damage scenarios

If		then
<b>Questionable damage</b>	the customer or Participant identifies damage that is questionable in relation to the loss and may or may not be in the assignment notes	<ol style="list-style-type: none"> <li>1. Go to "Requires Review" in the below section.</li> </ol>
<b>Unrelated damage</b>	damage, which may or may not be in the assignment notes, has been verified as unrelated to the loss through discussions between Participant and customer	<ol style="list-style-type: none"> <li>1. Document photos with "Unrelated" and a description if necessary.</li> <li>2. Make a "Message" note with explanation. (e.g., Unrelated damage Lt Fender).</li> <li>3. Do not flag "Requires Review".</li> <li>4. Submit estimate for approval.</li> <li>5. Continue with repairs if no other compliance issues exist.</li> </ol>
<b>Related damage not documented in Assignment notes*</b>	damage is clearly consistent and related to claimed loss but not documented in the assignment notes	<ol style="list-style-type: none"> <li>1. Document photos as necessary.</li> <li>2. Make a "Message" note with rationale.</li> <li>3. Do not flag "Requires Review".</li> <li>4. Submit estimate for approval.</li> <li>5. Continue with repairs if no other compliance issues exist.</li> </ol>

**\*NOTE:** Participants that proceed with repairs to damage not documented in assignment notes prior to ICBC approval may assume all costs associated for that portion of the repair if the damage is found to be unrelated after ICBC review.



### “Requires Review”

All questionable damage must be identified and reviewed with the customer and documented before estimate submission. If a participant has questionable damage, the participant must notify ICBC before continuing with repairs and follow the steps below:

1. Discuss the damage with the customer to determine how the damage occurred and whether or not it is part of the current claim. If unrelated, go to the “**Unrelated Damage**” table in this section of the Guide.
2. Upload photos of all questionable damage discovered on the vehicle and document photos as necessary.
3. Select “Requires Review” from the Templates list in Mitchell Cloud Estimating to trigger Mitchell Estimate Advisor.
4. Enter a failure explanation stating the area of questionable damage and a note in additional comments of what is required if approved.  
**Example:** “Insured is claiming right front door damage @ handle. ICBC to review, if approved, requires 2 hours and R & I’s.”  
**Note:** There is a maximum of 200 characters in this field.
5. Submit and select “Escalate for additional review by ICBC” from the compliance window.

After the questionable damage has been submitted, commence with repairs to only the damage consistent with the assignment notes.

ICBC will review and determine the questionable damage and follow up with the insured and participant when required.

### 8.15. Hit and Run Claims

On all hit and run claims, ICBC reviews the estimate, photos and facility remarks to determine if the damage is consistent with the cause of loss. It is a requirement on all hit and run claims for the Participant to complete the following procedure in Mitchell Estimating:

1. Write estimate based on current estimating procedures.
2. Add the Hit and Run Review pre-store from the ICBC templates Group 01 Standard section.  
**Note:** The explanation line, ICBC TO VALIDATE HIT AND RUN CLAIM, is inserted automatically.
3. Save the estimate to run compliance with Estimate Advisor.  
**Important:** When the estimate is committed and ready to submit for approval an Estimate Advisor window appears and prompts the user to provide an explanation for any compliance failures before sending the estimate. To override the “Hit and Run Review” compliance failure, select the associated Failure Explanation text field on the right side of the window
4. Enter the applicable failure explanation note: Hit and Run estimate, ICBC to determine.
5. Select Done to close the Estimate Advisor Window.

6. Add the estimate in Mitchell Connect and click Send.

**Result:** A confirmation box appears in Mitchell Connect before sending for approval.

7. Click the Request Review checkbox.

8. Send the estimate to ICBC for approval.

**Important:** Do not wash, mark, alter or dismantle the vehicle for any hit and run claim prior to receiving an approved estimate.

If the damage is not consistent with a hit and run, ICBC rejects the estimate and contacts the customer to determine next steps, which may involve an appointment at a Claim Centre for the vehicle to be viewed. If the estimate contains damage that is inconsistent or unrelated to the reported loss, follow the procedures listed in this Guide under Unrelated Damage.

Until the hit and run claim is approved, Participants should refrain from making rental vehicle arrangements for the customer on drivable hit and run claims. If a hit and run claim is not approved, the customer is not entitled to loss of use (LOU).

**Note:** Participants should be aware that Optional Hit & Run coverage does not offer the same replacement transportation options as Collision coverage.

### 8.16. Changing the Type of Loss

If the Participant identifies that the vehicle damage is not consistent with loss type, they must:

1. Document the damage in a “Message” in Mitchell Connect.
2. Zero out the estimate using a Policy Limit Adjustment, except for hit and run claims.
3. Add the “Requires Review” damage line from the templates list to the estimate.
4. Select the “Escalate for additional review by ICBC” check box in Mitchell Connect.
5. Submit the estimate and images using Mitchell Connect.

ICBC verifies the Participant’s remarks and contact the Participant to determine next steps. If ICBC determines that the Loss Type is incorrect, ICBC may reject the estimate and contact the customer to determine next steps, which may involve an appointment at a Claim Centre for the vehicle to be viewed.

### 8.17. Total Theft Claims

Non-driveable Total Theft Recovered Claims are not typically sent directly to a Participant’s facility. If this claim type arrives, the Participant must contact the servicing local Claim Centre to discuss next steps.

### 8.18. Depreciation

Depreciation applies to all estimates regardless of customer responsibility or percentage of fault. Vehicle repairs may include the replacement or repair of items that wear out during the life of the vehicle. The normal wear and tear of a part results in a decrease in value known as depreciation, and applies to the following items:

- mechanical parts
- tires
- electronic components
- electronic sound and communication equipment
- convertible tops
- complete repaints (depreciation on complete paint jobs includes paint and labour operation, RE and I of parts and parts required due to painting, i.e., scripts), and
- major mechanical operations in which labour makes up a large portion of the total cost (e.g., engine rebuilds).

Participants must identify when a part requires depreciation and may contact ICBC to assist in determining the amount to be applied. ICBC will contact the customer to discuss the amounts.

### 8.19. Total Loss

When the estimating system or Participant has flagged the vehicle as a potential total loss, the Participant must receive express authorization from ICBC prior to starting repairs. If the estimate or supplement is under the maximum repair amount and there are no concerns about it exceeding maximum repair amount, the Participant can proceed with repairs after the successful submission. Once an estimate or supplement has triggered the total loss indicator it must be left as flagged.

The Participant must complete an accurate and thorough estimate, including supplements. If the Participant submits a supplement that includes damage that could have been identified earlier in the repair stages and the vehicle becomes a total loss as a result, ICBC may:

- place the Participant on the Focus List
- conduct a QA assessment
- place the Participant in a performance review cycle, or
- refuse payment for some or all estimate operations completed.

If the Participant cannot complete an accurate estimate due to unknown or hidden damage and believes total repairs may exceed the 80% ACV threshold, or 60% if the vehicle has rebuilt status, the Participant must flag the estimate for review with appropriate supporting information. Example: major mechanical or hidden damage such as possible engine damage that cannot be determined at initial estimate must be flagged.

**Important:** Participants must identify all open claims as outlined in Documenting Multiple Claims section of this Guide. Failure to do so could result in a repaired total loss.

**Note:** If the vehicle has rebuilt status, it will be displayed in the Adjuster Notes section located in “Journal” in Mitchell Connect

### 8.20. Replacement Cost Policy, New Vehicle Replacement Plus (NVR+)

The Participant must confirm if a Replacement Cost Endorsement (APV286A) policy or New Vehicle Replacement Plus (NVR+) policy is in effect. These policies entitle the customer and Participant to only utilize new OE parts when applicable. If there is an NVR+ policy in place, the vehicle is considered a total loss if the damage is 50% or more of the ACV. The policies are found in the Special Coverages section of the Assignment Details/“Journal” in Mitchell Connect.

If the customer has the ...	Then the Participant ...
APV286 Replacement Cost Policy coverage	<ul style="list-style-type: none"><li>• makes an estimate remark indicating that APV286 coverage is in effect</li><li>• uses new OEM parts, where appropriate, and</li><li>• does not apply depreciation to parts or labour.</li></ul>
NVR+ Vehicle Replacement policy coverage	<ul style="list-style-type: none"><li>• makes an estimate remark indicating that NVR+ coverage is in effect</li><li>• completes an estimate/supplement in accordance with Program procedures</li><li>• uses new OEM parts, where appropriate</li><li>• does not apply depreciation to parts or labour</li><li>• notifies ICBC when the estimate total exceeds 40% of the ACV displayed in the Mitchell Estimating total loss indicator by selecting “Requires Review” and,</li><li>• submits the estimate for approval through Mitchell Connect</li></ul>

### 8.21. Aftermarket Equipment

The Participant must identify a requirement for pre-pricing in the following instances.

If the part ...	Then ...
is damaged, requires replacement and is non-OEM manufacturer's equipment, which may include but is not limited to: <ul style="list-style-type: none"><li>• aftermarket body kits</li><li>• sound and/or telecommunication equipment</li><li>• vehicle security alarm system</li><li>• convertible tops, or</li><li>• any equipment that is permanently attached</li></ul>	ICBC or Participant: <ul style="list-style-type: none"><li>• obtains the part(s) price, and</li><li>• applies depreciation, if necessary</li><li>• contacts the customer, requesting the part invoice if available.</li></ul>
is missing as the result of a collision claim or has been stolen as a result of a comprehensive loss.	Participant: <ul style="list-style-type: none"><li>• contacts the customer to request the part invoice if available, or</li><li>• the Participant enters a message in Mitchell Connect identifying a need for pre-pricing prior to submitting the estimate for approval.</li></ul>

### 8.22. Permanently Attached Equipment

ICBC's optional collision and comprehensive insurance policies cover a maximum of \$5,000 for permanently attached equipment (i.e. aftermarket equipment or modifications). Participants must select "Requires Review" when the estimate includes damage to non-manufacturer installed equipment or modifications that approach or exceed this amount.

ICBC then reviews the customer's policy to determine if additional coverage is available. In the event the \$5,000 maximum is exceeded, and no other coverage is available, ICBC modifies the estimate after notifying the Participant. ICBC informs the customer when the equipment exceeds their policy limits.

### 8.23. Sublet Conversion — When the ATS Hourly Compensation is Applicable

A Participant submitting an invoice from an outside sublet company cannot convert the cost to labour hours for ATS billing. If sublet operations are performed by the Participant, converting the pre-priced sublet amount into ATS labour hours is permitted. The flat rate labour time listed must be utilized for the conversion.

Levies, allowances, and glass sublet operations cannot be converted to labour hours. The Mitchell estimating labour times for wheel alignments cannot be used. Wheel alignments must be converted from the allowances specified in the Material Damage Claims Procedures.

**Example:** A wheel alignment would be converted using the Mechanical Rate (For current rates, refer to Partner’s Page.)

Alignment:	Two-wheel	Four-wheel
Rate	\$90.00	\$125.00
Divide by the mechanical rate	\$94.39	\$94.39
Converted time	0.95 hours	1.32 hours
Rounded to next 1/10th	1 hour	1.4 hours

#### 8.23.1. Air Conditioning Exception

Participants must utilize Mitchell’s auto-populated “Evacuate and Recharge” entry, and if required “Recover Refrigerant”, on a repair or replacement of an air conditioning (“A/C”) component.

### 8.24. Referring the Customer to ICBC

The Participant must refer the customer to ICBC when the:

- customer requests a cash settlement
- Participant suggests a cash settlement, or
- Mitchell Connect generates a message stating the customer must “contact the carrier for assistance”.

Participants may refer customers to ICBC for assistance if the customer raises concerns relating to:

- the amount of depreciation determined by ICBC
- the coverage, accident details, and/or liability
- the nature and/or extent of old damage, or
- the vehicle damage declaration (impact to repaired vehicle value).

# 9. Alternative Transportation Service and Rental

Alternative Transportation Service (“ATS”) is a mandatory requirement of the Program.

## 9.1. Scope

ATS is available to satisfy the alternative transportation requirements of customers who have an authorized estimate or a qualified claim. It applies to all claims (subject to ATS exceptions) regardless of the loss type, covering the period from the ATS Responsibility Date until repairs are completed. If ATS is utilized, ICBC compensates the Participant during this time period by way of ATS compensation.

If the Participant cannot meet the customer’s transportation needs and the customer utilizes a rental replacement vehicle, the Participant is not entitled to ATS compensation.

## 9.2. ATS Exceptions

ATS must not be billed for the following vehicle types:

- vehicles for hire (i.e. taxi, limousine)
- rental vehicles
- car share vehicles (e.g., Evo, Car2Go, Modo)
- vehicles insured under a garage or fleet policy with entitlement to downtime
- un-registered vehicles
- courtesy or shuttle vehicles other than the Participant’s
- police vehicles, fire-fighting vehicles, and ambulances
- trailers
- motorcycles
- Class A and C Recreational Vehicles (RVs)
- vehicles with collector plates

Participants must contact ICBC to confirm whether ATS will be allowed for the following vehicle types; at its discretion, ICBC may consider allowing ATS if the vehicle is the customer’s main form of personal transportation:

- trucks, vans and SUV’s above a one ton model
- modified vehicles (e.g., cube vans, flat decks)
- ride-hail vehicles (i.e. Uber, Lyft etc.)
- peer to peer rental vehicles (e.g. Turo)
- driving school vehicles

**Important:** When supplying a courtesy vehicle to a customer, the Participant must work with the customer to ensure appropriate own damage coverage is in place (see section 9.14 below).

**Note:** Participants may apply ATS compensation when repairing their owned/leased courtesy vehicle as part of an ICBC claim.

### 9.3. Courtesy Vehicle Criteria

Courtesy vehicles owned or leased by the Participant must be:

- no older than 8 years
- maintained in a safe and roadworthy condition, and
- clean and presentable.

A Participant may provide ATS courtesy vehicles utilizing a rental company's vehicle at the Participant's own expense.

### 9.4. Compensation

#### 9.4.1. ATS Hourly Calculation

When ATS satisfies the customer's alternate transportation needs, the ATS hourly compensation is calculated using the total of all labour hours (paint, repair, re and re, re and I and allowable sublet conversions) multiplied by the applicable ATS hourly rate. The ATS hourly compensation does not apply to tear down labour hours. Please refer to the Partners Page — Rate Schedules for the applicable ATS Hourly Rate.

The ATS calculation is initiated by the Participant selecting the "Apply ATS" checkbox in the "General" tab of the admin section in the estimating system. The ATS calculation is automatically reconciled by the ICBC payment system using the latest invoice submitted.

GST applies to the ATS hourly compensation. If the customer is a GST registrant, the customer's portion of the GST will be automatically calculated based on the entered GST percentage.

PST applies to the ATS hourly compensation unless the customer is PST exempt.

**Note:** All applicable taxes that are due by law apply to ATS compensation. This is governed and mandated by the various levels of government and taxes are subject to change at their discretion.



### 9.5. Passenger Vehicle Rental Tax (PVRT)

The PVRT is a provincial tax levied by the government that:

- applies only if the customer is provided with a vehicle, and the Participant is receiving compensation for the use of the vehicle
- is charged per calendar day (including portions thereof) and does not use a 24 hour clock, and
- is not charged if the rental period is 8 consecutive hours or less, or more than 28 consecutive days.

If an ATS courtesy vehicle has been provided, the Participant must enter the courtesy vehicle information into the ARIES Payment Request System (APR). The total PVRT amount is based on the number of replacement courtesy vehicle days entered into the APR. The appropriate GST is paid based on the customer's tax status. The PVRT amount is included with the estimate payment.

### 9.6. ATS Responsibility Date

If ATS satisfies the customer's alternative transportation needs, the ATS Responsibility Date is the calendar date that establishes when the Participant becomes responsible to manage any ATS costs.

The ATS Responsibility Date is dependent on whether the claim related damage allows for the vehicle to be driveable, or renders the vehicle non-driveable. For driveable claims the ATS Responsibility Date is the date of the customer's appointment for the purpose of repairs, or when a Participant accepts a vehicle for the purpose of immediate repairs. Grace days (see Calendars below) are only applicable for non-driveable vehicles and vary based on

- whether the original estimate was completed by the Participant or ICBC, and
- the type of claim.

#### 9.6.1. Estimates that are not authorized

For the purpose of calculating the ATS Responsibility Date, the estimate is not authorized if either of the following situations apply:

- the Estimate Remarks section contains one of the following messages:
  - 'Hold'
  - 'Not An Authorization To Repair'
- the "Gross Total" field is zeroed out (i.e., \$0.00).

### 9.6.2. Driveable Vehicles

With driveable vehicles, if ATS satisfies the alternative transportation requirements of the customer, the ATS Responsibility Date is the date the Participant receives the customer's vehicle for the purpose of repair, provided they have an authorized ICBC claim number.

### 9.6.3. Non-Driveable Vehicles

With non-driveable vehicles, if ATS satisfies the customer's alternative transportation needs, the ATS Responsibility Date is the date the Participant receives the customer's vehicle for the purpose of repair provided they have an authorized ICBC claim number, subject to the applicable Grace Days Calendar.

**Note:** If the Participant is not able to contact the customer to receive authorization for repairs within two (2) Business Days after the vehicle arrival date (non-drives only), the Participant should notify ICBC.

## 9.7. Grace Days (Non-Drives)

Grace Days provide time to allow the Participant to assess the customer's ATS needs, submit the Repair Facility Support Request webform — Direct Rental Referral (if required) and submit an estimate. Grace days are included in ATS as per the Grace Days Calendars below. The number of Grace Days varies depending on the type of loss and whether the original estimate was completed by the Participant or by ICBC. Saturday, Sunday or a statutory holidays in the Province of British Columbia are not counted as part of the grace period. Vehicles are only dispatched to Participants on weekends when that Participant has advised ICBC that they can accept non-drives on those days.

If a vehicle arrives at the Participant's facility after normal Program Hours, ICBC counts the arrival date as the Participant's next Business Day.

**9.7.1. Grace Days Calendars**

**Chart 1 — Non-Drive Vehicles, ICBC Completed Estimate (Except Total Theft Claims)**

Vehicle arrives at Facility	ONE Grace Day	ATS Responsibility Date
Monday	Tuesday	Wednesday
Tuesday	Wednesday	Thursday
Wednesday	Thursday	Friday
Thursday	Friday	Monday
Friday	Monday	Tuesday
Saturday/Sunday	Monday	Tuesday

**Chart 2 — Non-Drive Vehicles, ICBC Completed Estimate (Total Theft Claims)**

Vehicle arrives at Facility	TWO Grace Day	ATS Responsibility Date
Monday	Tuesday/Wednesday	Thursday
Tuesday	Wednesday/Thursday	Friday
Wednesday	Thursday/Friday	Monday
Thursday	Friday/Monday	Tuesday
Friday	Monday/Tuesday	Wednesday
Saturday/Sunday	Monday/Tuesday	Wednesday

**Chart 3 — Non-Drive Vehicles, Participant Completed Estimate**

Vehicle arrives at Facility	THREE Grace Day	ATS Responsibility Date
Monday	Tuesday/Wednesday/Thursday	Friday
Tuesday	Wednesday/Thursday/Friday	Monday
Wednesday	Thursday/Friday/Monday	Tuesday
Thursday	Friday/Monday/Tuesday	Wednesday
Friday	Monday/Tuesday/Wednesday	Thursday
Saturday/Sunday	Monday/Tuesday/Wednesday	Thursday

### 9.8. Determining the Customer's Transportation Needs

Prior to the ATS Responsibility Date, the Participant is responsible for determining if alternative transportation would satisfy the customer's needs during the repair process.

Alternative transportation can include one or more of the following:

- providing a taxi to and from work or home
- providing a shuttle to and from work or home
- public transportation costs
- any other form of transportation satisfactory to the customer, or
- an ATS courtesy vehicle.

The Participant should determine the following:

- whether the customer is currently in a rental vehicle
- the size/type of vehicle the customer requires, and
- whether the customer's transportation needs might change during the course of repair.

The Participant should ensure that the customer:

- understands that the Participant manages all the transportation requirements, and
- is aware of limitations to coverages.

The Participant must consider coverage limitations on hit and run claims. Hit and run claims may not be accepted and the courtesy vehicle allowance may not be recoverable if the hit and run claim is denied. Refer to Hit and Run Claims (Driveable) section of this Guide for more information.

## 9.9. Notification of Direct Rental Referral

If a Participant cannot manage a customer’s alternative transportation needs and the customer is entitled to Loss of Use, the Participant must notify ICBC by submitting a Repair Facility Support Request – Direct Rental Referral webform (“Direct Rental Referral”).

If	Then
<p>The vehicle is <b>driveable</b> and the customer is pre-booked</p>	<p>the Participant must:</p> <ul style="list-style-type: none"> <li>• submit a Direct Rental Referral at least 24 hours (excluding weekends and BC statutory holidays) before the Customer’s appointment time, and</li> <li>• submit the estimate no more than two Business Days after the ATS Responsibility date.</li> </ul> <p><b>Examples:</b></p> <ol style="list-style-type: none"> <li>1. Customer’s appointment is Wednesday at 10:00AM. Participant must submit a Direct Rental Referral by 9:59AM Tuesday, the same week.</li> <li>2. Customer’s appointment is Monday at 10:00AM. Participant must submit a Direct Rental Referral by 9:59AM Friday, the week before.</li> </ol>
<p>The vehicle is <b>driveable</b> and the Participant accepts the vehicle for the purpose of immediate repairs</p>	<p>the Participant must:</p> <ul style="list-style-type: none"> <li>• submit a Direct Rental Referral the same Business Day that the rental is booked,</li> <li>• submit the estimate no more than two Business Days after the ATS Responsibility date, and</li> <li>• make rental arrangements for the customer by: <ul style="list-style-type: none"> <li>– booking the customer directly into one of ICBC’s preferred rental agencies with a note in the comments section outlining why advance notice could not be provided, or</li> <li>– contacting the applicable ICBC Loss of Use team if an ICBC preferred rental agency vehicle is not booked for the customer, or</li> <li>– in areas where there is no ICBC preferred rental agency, booking the customer directly into a rental agency.</li> </ul> </li> </ul>

## Collision Repair program guide

If	Then
<p>The vehicle is a <b>non-drive</b> and arrives at the Participant's facility</p>	<p>the Participant must:</p> <ul style="list-style-type: none"> <li>submit a Direct Rental Referral at least 24 hours (excluding weekends and BC statutory holidays) before Program Hours start on the ATS Responsibility Date (8:30AM), and</li> <li>submit the estimate no more than two Business Days after the ATS Responsibility date</li> </ul> <p><b>Examples:</b></p> <ol style="list-style-type: none"> <li>ATS Responsibility Date falls on a Wednesday. Participant must submit a Direct Rental Referral by 8:29AM Tuesday, the same week.</li> <li>ATS Responsibility Date falls on a Monday. Participant must submit a Direct Rental Referral by 8:29AM Friday, the week before.</li> </ol>
<p>The vehicle is a <b>non-drive</b> and arrives at the Participant's facility that has submitted a <b>Wait Time Delay Notification</b></p>	<p>the Participant must:</p> <ul style="list-style-type: none"> <li>submit a Direct Rental Referral at least 24 hours (excluding weekends and BC statutory holidays) before Program Hours start on the ATS Responsibility Date (8:30AM), and</li> <li>submit the estimate within the applicable Wait Time Delay Notification, prior to the ATS Responsibility Date (see Excessive Wait Times (Non-Drives) section in this Guide)</li> </ul> <p><b>Note:</b> Participants must notify ICBC if they are able to commence repairs prior to the reported wait time delay.</p>

**Note:** Twenty-four to forty-eight hours notice may be required by rental agencies to reserve certain vehicle types.

In areas where there is no preferred rental supplier, Participants may book customers directly into an available rental provider.

If ICBC does not receive a Direct Rental Referral from the Participant within the timeframes outlined above, then the Participant must meet all of the customer's alternative transportation needs for the duration of the repair.

Participants must not bill ICBC for ATS if ICBC is paying separately for a rental vehicle on a claim.

- If the customer is unable to rent a vehicle or their transportation needs have changed after Direct Rental Referral submission, then the Participant must contact ICBC's Loss of Use team at least 24 hours (excluding weekends and BC statutory holidays) before Program Hours start on the ATS Responsibility Date (8:30AM) to determine if other arrangements can be made.

- If a same day rental cancellation is required but the Participant is unable to provide advance notice to ICBC, the Participant must:
  - contact the rental agency to cancel the reservation, and
  - contact ICBC’s Loss of Use team via telephone to advise of the change and the reason for it.

In the event a repair is rescheduled and requires a new rental appointment, a new Direct Rental Referral is required. If the change is for an undetermined date or is over 30 days from the original appointment, the Participant must contact ICBC’s Loss of Use team by telephone to advise of the cancellation and then submit a new Direct Rental Referral closer to their appointment date.

Unnecessary rental cancellations due to Participant behaviour will be monitored and may trigger performance management mechanisms. Unreasonable repair delays may also result in performance management consequences. Participants may be responsible for additional charges resulting from excessive repair delays following submission of the Direct Rental Referral.

**Note:** When a Participant is repairing multiple claims at the same time the additional claim numbers must be documented on the Direct Rental Referral in the comments section. Participants should try to repair multiple claims with one of either LOU coverage or ATS to minimize coverage issues and impacts to the customer.

### 9.9.1. Areas with Preferred Rental Agency

When a Participant submits a Direct Rental Referral indicating that there is an ICBC preferred rental agency in their area, the responsibility of managing a rental vehicle is moved to ICBC and/or ICBC’s preferred rental agency. ICBC will arrange for a preferred rental agency to contact the customer directly to assist with their rental vehicle booking.

Participants in areas where there is an ICBC preferred rental agency are not responsible for and should not be arranging rental vehicles for customers when a Direct Rental Referral has been submitted. Participants must not use the comment field on the Direct Rental Referral to refer to booking management matters, as they will be addressed between ICBC and the customer.

## 9.10. ATS Vehicle Reimbursement

If the vehicle is deemed a total loss, refer to the Material Damage Claims Procedures. The Participant must complete and submit the applicable sections (including PVRT) of the Repair Facility Support Request webform — ATS Vehicle Reimbursement.

ICBC compensates the Participant with the courtesy vehicle allowance for the exact number of days that the vehicle was provided up to the date the vehicle was determined to be a total loss, plus one additional Business Day, if required, to contact the customer and arrange for the courtesy vehicle to be returned.

**Note:** Courtesy vehicle allowance will not be paid for days prior to the ATS Responsibility Date. Pre-approval is required for courtesy vehicles provided prior to the ATS Responsibility Date (see section 9.19 below).

**Important:** ATS Vehicle reimbursement for the CVA is only applicable when the participant provides a shop owned or leased courtesy vehicle or a rental they are paying directly. The Participant will need to support that a vehicle was provided with a TSMV if a courtesy vehicle was provided or a rental invoice.

### 9.11. Unsafe Vehicles Driven to Participant's Facility

When a customer drives their vehicle to a Participant's facility with a valid ICBC claim number and the claim-related damage has rendered the vehicle unsafe, the following applies.

If the Participant is ...	Then they must ...
unwilling or unable to accept the work	contact ICBC so that alternate arrangements can be made.
willing and capable of accepting the work	<ul style="list-style-type: none"><li>• upload pictures of the damaged vehicle</li><li>• create a note in Mitchell "Journal" explaining the rationale for changing the estimate to non-drive, and</li><li>• contact ICBC to request review of the claim for a change of the vehicle status from drive to non-drive.</li></ul>

Upon completing the aforementioned steps, the Participant may proceed with estimate submission and meeting the customers' needs for alternate transportation based on the applicable Grace Days. ICBC provides the Participant with further instruction once the claim has been reviewed.

**Important:** If the Participant's request to change the status of a vehicle to non-drivable is denied, the Participant is responsible for any additional LOU or ATS costs incurred. Changing the status of a vehicle to non-drivable should only be considered if a claim related safety issue exists. Participants should refer to "Unsafe vehicle classification and criteria" in the Material Damage Claims Procedures.

When possible, temporary repairs should be done to make the vehicle safe to drive. If temporary repairs are considered an option, the Participant must contact ICBC to discuss and document them.



### 9.12. Temporary Substitute Motor Vehicle Agreement

When the Participant provides a courtesy vehicle to a customer that they own or lease, they are required to have the customer sign a temporary substitute motor vehicle (TSMV) agreement in a form that is pre-approved by ICBC. The TSMV agreement must be signed prior to issuance of the vehicle to the customer, and the Participant must confirm that the customer is not using another claim related LOU vehicle. The customer must be provided with a copy of the TSMV agreement.

### 9.13. Third Party Liability Coverage

The third party liability coverage carried on courtesy/rental vehicles is always primary coverage. Therefore, if the customer is liable for a crash while driving a courtesy/rental vehicle, payments for injury or property damage to others will be paid from the courtesy/rental vehicle's policy.

### 9.14. Own Damage Coverage (Collision or Comprehensive)

Depending on the agreement between the Participant and the customer, coverage for damage to the ATS courtesy/rental vehicle may be provided by:

- the customer's own damage coverage on their own vehicle
- coverage purchased by the customer for the courtesy/rental vehicle (e.g., Rental Vehicle Policy, RoadStar or Roadside Plus, etc.), or
- coverage from the courtesy/rental vehicle's policy.

### 9.15. Deductible

The Participant must inform the customer that if the courtesy vehicle is damaged while in the customer's care, custody or control, the customer is liable for the damage and must pay the applicable deductible.

### 9.16. Allowance or Rental Surcharge

ICBC does not pay a surcharge if the customer is under the minimum age requirement set by the rental company/repair facility for operating one of their vehicles.

## 9.17. Participant Requirements and Customer ATS Entitlements

Scenario	Participant requirements and customer ATS entitlements
<p>Customer at fault, without purchased Loss of Use (LOU) coverage, or the customer has exhausted their LOU prior to the ATS responsibility date.</p>	<p>The Participant must provide ATS to satisfy the customer’s alternative transportation needs from the ATS Responsibility Date until repairs are completed, subject to ATS Exceptions.</p>
<p>Customer at fault, with purchased LOU coverage</p>	<p>The Participant must determine if they can provide ATS to satisfy the customer’s alternative transportation needs from the ATS Responsibility Date until repairs are completed, subject to ATS Exceptions.</p> <p>If the Participant cannot satisfy the customer’s alternative transportation needs through ATS and instead the customer requires a rental vehicle, then the Participant must advise the applicable Loss of Use team by submitting the Repair Facility Support Request webform — Direct Rental Referral at least one full ICBC Business Day in advance of the ATS Responsibility Date. ICBC manages the rental invoicing directly, subject to LOU coverage limits.</p> <p><b>Note:</b> ATS hourly compensation is not paid if the Participant cannot satisfy the customer’s alternative transportation needs through ATS.</p>
<p>Customer not at fault</p>	<p>The Participant must determine if they can provide ATS to satisfy the customer’s alternative transportation needs from the ATS Responsibility Date until repairs are completed, subject to ATS Exceptions.</p> <p>If the Participant cannot satisfy the customer’s alternative transportation needs through ATS, and instead the customer requires a rental vehicle, then the Participant is to advise the applicable ICBC Loss of Use team by submitting the Repair Facility Support Request webform — Direct Rental Referral at least one full Business Day in advance of the ATS Responsibility Date.</p> <p><b>Note:</b> ATS hourly compensation is not paid if the Participant cannot satisfy customer’s alternative transportation needs through ATS.</p>

### **9.18. Authorized Replacement Rental Vehicle Prior to ATS Responsibility Date**

When a replacement vehicle has been authorized by ICBC for the time period prior to the ATS Responsibility Date, ICBC pays the invoice up to the Participant's ATS Responsibility Date. If the type of replacement vehicle is a rental vehicle, ICBC must be invoiced directly by the rental supplier.

From the ATS Responsibility Date forward, the Participant may assume the customer's ATS transportation requirements subject to the rules and exceptions outlined in the Manuals.

### **9.19. Supplying a Participant Owned/Leased Courtesy Vehicle Prior to the ATS Responsibility Date for Non-Driveable Vehicles**

After an ICBC claim has been issued for vehicles rendered non-driveable, Participants may provide an owned/leased courtesy vehicle to the customer, even if they have not yet received the customer's vehicle at their facility.

ICBC does not pay for an ATS courtesy vehicle prior to the ATS Responsibility Date if it has not been pre-authorized by ICBC. ICBC authorizes the applicable courtesy vehicle daily allowance rate for each day that a vehicle is provided prior to the ATS Responsibility Date up to LOU coverage limits, provided the following requirements have been met:

The Participant must:

- confirm valid ICBC LOU coverage, or contact ICBC to confirm that the customer is not at fault for the accident
- have the customer sign a TSMV, and
- submit a Repair Facility Support Request webform — ATS vehicle pre-authorization, within one Business Day of providing the vehicle to the customer, to advise that their owned/leased courtesy vehicle has been provided.

The Participant should attempt to minimize any overlap of billing in situations where an ATS courtesy vehicle is replacing a rental vehicle.

#### **9.19.1. Total Loss**

If the customer's vehicle is deemed a total loss by ICBC, one additional daily courtesy vehicle allowance is provided, if required, to contact the customer and arrange for the courtesy vehicle to be returned.

### 9.19.2. Hit and Run Claims

The Participant must ensure there is an approved ICBC estimate prior to authorizing an ATS vehicle or submitting the Repair Facility Support Request webform — Direct Rental Referral. If the Participant provides a vehicle to the customer prior to receiving an approved ICBC estimate, the Participant assumes all costs associated with ATS if the hit and run claim is denied.

**Note:** To avoid the Participant incurring rental costs for a claim that may be denied, it is recommended that the Participant submit the estimate to ICBC prior to accepting the customer's vehicle for the purpose of repair and arranging the rental.

### 9.20. Work Stoppage Due to Original Equipment (OE) Part(s) on Back-Order

When a Participant is advised of a back-order on an OE part that may cause all work on a vehicle to stop, they should, as soon as possible, consider the following options:

- temporary repair of damaged part to facilitate continuation of the repair process
- use of alternative parts
- repairing rather than replacing the part, and
- completing the repair(s) sufficient to make the vehicle roadworthy and arranging for the customer to return at a later date to have the part installed.

If any of these options are considered viable, the Participant must fill out the Repair Facility Support Request webform — Back-ordered Parts Work Stoppage. If none of the above options are viable, the webform must be filled out advising of the anticipated length of delay. Participants should document details regarding the back-order part including:

- back-ordered part(s) identified on estimate
- date all work stopped entered in the "Journal" section of Mitchell Connect
- date of expected delivery of part, and
- dealer invoice supporting part ordered and anticipated delivery dates.

**Note:** The Participant must submit the Repair Facility Support Request webform — Back-ordered Parts Work Stoppage when a rental or courtesy car is supplied.

#### 9.20.1. Applicable ATS Courtesy Vehicle Allowance

If all work is stopped on the vehicle for a period of three consecutive Business Days due to a back-ordered OE part, the Participant may invoice ICBC at the courtesy vehicle daily allowance during the work stoppage, commencing on the fourth Business Day until the part is delivered, provided the customer remains in an ATS courtesy vehicle.

The Participant must complete the applicable section of the Repair Facility Support Request webform — ATS Vehicle Reimbursement related to OE back-ordered parts.

ICBC does not pay the courtesy vehicle allowance unless the Participant notifies ICBC at the time they first become aware of the back-order part that may cause work stoppage in excess of three Business Days. Participants may be required to submit parts invoice(s) to ICBC to verify the back-ordered parts delay.

### 9.21. Holds Based on Repair/Total Loss Decisions

If after an estimate/supplement has been submitted by a Participant and a total loss indicator exceeds ICBC's total loss threshold, Participants must select Convert to Total Loss in Mitchell Estimating and must not proceed with repairs.

#### 9.21.1. Applicable ATS Courtesy Vehicle Allowance — Total Loss Stoppage

ICBC notifies the Participant whether the vehicle is repairable or a total loss within one (1) Business Day of estimate/supplement submission. If ICBC fails to do so, the Participant may invoice ICBC at the courtesy vehicle daily allowance commencing on the second Business Day following the estimate/supplement submission.

**Note:** For the purpose of this calculation, a Business Day is counted as the 24 hour period from the time the estimate/supplement was submitted, excluding Saturday, Sunday or a statutory holidays in the Province of British Columbia.

ICBC does not pay for the first 24 hour period (also referred to as the elimination period), but does pay for the delay days after the first 24 hours until the repair/total loss decision is made. The Participant may bill for one day of courtesy vehicle allowance for each 24 hour period or portion thereof after the 24 hour elimination period, and up to the point that ICBC contacts the Participant with a decision if the:

- delay exceeds one Business Day from the time the estimate/supplement was submitted
- customer is in an ATS courtesy vehicle, and,
- decision is made by ICBC to continue with repairs.

The Participant must complete the applicable section of the Repair Facility Support Request webform — ATS Vehicle Reimbursement related to a Hold resulting from a total loss concern.

### 9.22. Excessive Wait Times (Non-Drives)

Excessive Wait Times are incidents where a Participant is experiencing wait time delays to start vehicle repairs for non-drives due to volume in excess of seven (7) calendar days. The Participant may advise ICBC by completing the Repair Facility Support Request webform — Non-drive repair start delay.

If the Participant uses the Non-Drive Volume Delay Notification procedure, they must complete the Repair Facility Support Request webform — Non-drive repair start delay including the estimated Wait Time Calendar Days.

The Wait Delay ATS Responsibility Date is calculated using the following Wait Time Calendar Days formula:

- The anticipated arrival date of the vehicle by tow during regular Program Hours plus the Participant's current estimated Wait Time Calendar Days.

**Example:** If the Participant notifies ICBC that they are experiencing a wait time delay to start vehicle repairs for non-drives in excess of seven (7) days, that wait time remains as such until the Participant notifies ICBC otherwise.

Weekends and ICBC recognized holidays are counted as calendar days in the calculation, but if the Wait Time ATS Responsibility date falls on a weekend or a statutory holiday in the Province of British Columbia, the next Business Day applies.

The The Repair Facility Support Request webform — Non-drive repair start delay is only to be used to indicate wait times in excess of seven (7) calendar days, and must be submitted if the Participant wants to remove or change the last indicated number of Wait Time Calendar Days.

**Important:** Grace Days are not applicable to the Wait Delay ATS Responsibility Date.

### 9.23. Non-Drive Volume Delay Notification Form Received from Participant

#### 9.23.1. Customer at Fault (Without Purchased LOU Coverage)

Prior to towing the customer's vehicle, ICBC contacts the customer to advise them that their chosen Participant has Excessive Wait Times.

If advising the customer of the Excessive Wait Time does not change their original choice of facility, the Participant is not responsible to provide ATS until their calculated Wait Time ATS Responsibility Date. Additional Grace Days are not applicable from this date.

The pre-repair process (estimate/supplement, tear down, and/or ordering parts as required) must be completed as soon as reasonably practicable. If the non-driveable vehicle is an obvious total loss, ICBC must be contacted as soon as possible.

If repairs commence on a non-driveable vehicle prior to the Wait Time ATS Responsibility Date then the Participant must contact ICBC, and the ATS Responsibility Date is updated to the repair start date on the claim file.

#### 9.23.2. Customer at Fault (With Purchased LOU Coverage)

Prior to towing the customer's vehicle, ICBC contacts the customer to

- advise them that their chosen Participant is not able to provide ATS until the Participant's calculated Wait Time ATS Responsibility Date, and
- discuss how this delay may risk exhausting the customer's purchased LOU coverage.

If advising the customer of the Non-Drive Volume Delay date does not change their original choice of Participant, the Participant is not responsible for providing ATS until their calculated Wait Time ATS Responsibility Date. Additional Grace Days are not applicable from this date.

The pre-repair process (estimate/supplement, tear down, and/or ordering parts as required) must be completed as soon as reasonably practicable.

If the non-driveable vehicle is an obvious total loss, the Participant must contact ICBC as soon as possible.

If repairs commence on a non-driveable vehicle prior to the Wait Time ATS Responsibility Date as calculated by the Wait Time Calendar Days formula, then the Participant must contact ICBC, and the ATS Responsibility Date is updated to the repair start date on the claim file

### **9.23.3. Customer Not At Fault**

It is at the discretion of ICBC, prior to towing the customer's vehicle whether or not to contact the customer for a second choice of repair facility in order to mitigate costs.

If ICBC does not contact the customer for a second choice of repair facility, the Participant is not responsible to provide ATS until their calculated Wait Time ATS Responsibility Date. Additional Grace Days are not applicable from this date.

The pre-repair process (estimate/supplement, tear down, and/or ordering parts as required) must be completed as soon as reasonably practicable.

If the non-driveable vehicle is an obvious total loss, the Participant must contact ICBC as soon as possible.

If repairs commence on a non-driveable vehicle prior to the Wait Time ATS Responsibility Date then the Participant must contact ICBC, and the ATS Responsibility Date is updated to the repair start date on the claim file.

# 10. Advertising

## 10.1. ICBC Repair Network logo usage

Participants wanting to use the ICBC Repair Network and ICBC Repair Network Top Performer logos or to otherwise promote the Program or services related to ICBC claims in advertising of any type are required to contact ICBC's Supplier Programs & Administration department at [SupplierPrograms@icbc.com](mailto:SupplierPrograms@icbc.com) for approval.

Such advertising is not permitted without ICBC's written approval of all advertising content, including web sites, social media and signage. For more information, Participants may refer to the Agreement, or talk to a Supplier Programs Coordinator.

Subject to ICBC's written approval and the conditions outlined in the Agreement and the Manuals, all use of the ICBC Repair Network and ICBC Repair Network Top Performer logos must comply with the Logo usage standards for ICBC Repair Network, published on the Partners Page.

Participants must not use any ICBC logos or refer to the ICBC Repair Network or Program in advertisements that promote value-added services or products, including, but not limited to, gift cards for grocery, gas or app stores. Promotion of services such as car washing and interior cleaning are permitted if offered in conjunction with ICBC claim-related repair services.

**Important:** Participants must only use logos provided directly by ICBC's Supplier Programs & Administration department ([SupplierPrograms@icbc.com](mailto:SupplierPrograms@icbc.com)) for all signage and advertising purposes. Participants must not copy logos from any other sources.

## 10.2 Permission to use the ICBC Repair Network Top Performer logo

Only Tier 1 Participants in a given year may use the ICBC Repair Network Top Performer logo with respect to the corresponding year. Annually, ICBC will authorize Tier 1 Participants to use the ICBC Repair Network Top Performer logo branded with the year in which they achieve Tier 1 status. The ICBC Repair Network Top Performer logo must only be used with reference to a year in which a Tier 1 Participant held Tier 1 status. Participants that are relegated to a lower tier can continue to display the ICBC Repair Network Top Performer logo with the effective year the ICBC Repair Network Top Performer status was achieved.



## 11. Program Special Compensation Fund

### 11.1. Fund Purpose

ICBC administers a Special Compensation Fund (the “Fund”) in connection with the Program. Every Participant is required to provide customers with a Warranty (as outlined above) with respect to repairs performed on ICBC claims. The purpose of the Fund is to make money available when a customer has a claim under a Warranty given by a Participant that has become insolvent and/or has ceased to carry on business operations (the “Fund Purpose”).

It is important that Participants stand behind their repairs by providing a Warranty to their customers. It is vital that each Participant support the creation of the Fund to provide long-term financial strength and support for the Warranties.

### 11.2. Fund Contributions

Participants are required to contribute to the Fund upon acceptance into the Program (the “Contribution”).

Initially, the amount of the Contribution has been set at \$900.00 in order to sustain the Fund. The amount of the Contribution may be amended from time to time by ICBC. The entire amount of the Contributions is paid into the Fund. Advance written notice will be provided to all Participants if any changes are made with respect to the Contribution amount.

### 11.3. Fund Description

The Fund is not owned by nor is it the property of ICBC. The Fund is not subject to any process of seizure, garnishment, attachment or execution under any legal process by any creditor of ICBC. Any and all amounts paid into the Fund are used and dealt with by ICBC only for the Fund Purpose and not for any other purpose. The Fund consists of:

- payments of Contributions made to the Fund
- any interest or other income of the Fund, and
- any additional source of revenue which may be determined from time to time.

### 11.4. Fund Administration

ICBC has the power and authority to make any and all rules with respect to the administration and operation of the Fund, including but not limited to rules to do any of the following:

- establish a committee and delegate certain authority and responsibility with respect to the Fund, other than rule-making authority
- establish conditions, qualifications and limitations with respect to making payments from the Fund

- establish and amend policies and procedures to be followed with respect to making payments from the Fund
- provide for the administration and investment of the Fund
- determine, from time to time, the Contribution amount
- establish procedures for reviewing, considering, approving and documenting Repair Requests (defined and described below) in relation to Warranties
- establish reporting requirements with respect to the Fund, and
- place general limitations on the amounts that may be paid out of the Fund (if applicable).

### 11.5. Payments from the Fund

#### 11.5.1. Fund Payments

A customer must advise ICBC that their insured vehicle requires repairs (“Repair Request”) with respect to either defective or sub-standard workmanship performed, or defective or sub-standard parts which were used, in the course of the vehicle being originally repaired by a Participant for repairs that were then covered by insurance (the “original repairs”).

If the Supplier Programs and Administration Manager (the “Designated Manager”) determines that the original repairs were completed by a Participant that has become insolvent and/or that has ceased to operate or carry on business, the Designated Manager must consider the circumstances of each case.

Depending on the circumstances and in accordance with any applicable ICBC Claims Procedures, payments are made from the Fund to cover any or all costs associated with honoring the Warranty that was provided by the defunct Participant with respect to the original repairs (collectively, “Warranty Costs”).

#### 11.5.2. Conditions for Fund Payments

The Designated Manager may pay Warranty Costs out of the Fund only if the Designated Manager is satisfied that:

- an insured vehicle was originally repaired by a Participant
- the Participant that performed the original repairs has, since the time of the original repairs, ceased to operate or carry on business
- the owner at the time of the original repairs still owns the insured vehicle when the Repair Request is made
- the repairs required with respect to the owner’s insured vehicle in order to repair or remedy any defective or sub-standard workmanship performed or any defective or sub-standard parts used in the course of the original repairs fall within the scope of the Warranty provided by the Participant with respect to such original repairs

- the Repair Request does not relate to a vehicle owned by an individual or company associated, affiliated or otherwise related to the now defunct Participant that performed the original repairs, and
- the area of original warranted repair has not been subject to subsequent repair relating to damage not covered under an ICBC claim.

Prior to making any payment from the Fund, the Designated Manager must ensure that a supporting estimate and invoices, if applicable, are produced with respect to the Repair Request in compliance with ICBC Claims Procedures.

### **11.5.3. Fund Recoveries**

If money is paid from the Fund in respect of Warranty Costs, ICBC must pay to the Fund any money, or the value of any other thing, received by ICBC from any other source on account of the loss that gave rise to the Fund payments, up to the amount paid from the Fund.

### **11.5.4. Fund Management Transparency**

ICBC shares information about the Fund and Fund activities to an ICBC/Industry Liaison Committee (“the Committee”) that includes representatives from the Automotive Retailers Association and the New Car Dealers Association of B.C., on a bi-annual basis. Interested Participants may request information on Fund activity that has been previously shared with the Committee.

Fund information to be shared includes:

- the total amount of money in the Fund
- the total amount of money received by the Fund
- the total amount of money paid from the Fund
- a statement of Fund Payments paid
- a statement of changes to the capital of the Fund, and
- a statement of the assets and liabilities of the Fund.

The Designated Manager may also provide the Committee other information, records, documents or evidence relating to a specific Repair Request (and the related estimate, Warranty Costs or Fund Payment) that the Committee may reasonably request.

### **11.6. Disputed Repair Request, Estimate or Fund Payment**

With regard to claims under the Fund, if questions, concerns or complaints are raised to the Committee with respect to the manner in which ICBC has reviewed, approved or documented a Repair Request, produced an estimate, implemented a Fund Payment, or questions are raised regarding ICBC's decisions and actions, the Committee may raise and discuss such questions, concerns or complaints with the ICBC Manager of Finance Services.

The ICBC Manager of Finance Services reviews and considers the matter in question and any related actions made by ICBC and makes a determination, which is final and conclusive. Depending on the circumstances of each case, the ICBC Manager of Finance Services has the ability, as part of their final determination, to direct ICBC to reimburse the Fund for an amount as determined by the ICBC Manager of Finance Services.

### **11.7. Winding-Up of Special Compensation Fund**

If the Program ceases to operate for any reason, or the ICBC Manager of Finance Services, in their sole discretion, determines that the Fund is no longer necessary for the Fund Purpose, ICBC shall determine how the Fund is wound-up with input from Participants. The determination includes how any remaining monies comprising the Fund (if any) shall be dispersed or otherwise dealt with in connection with such wind-up.

# Questions?

Please contact your your Material Damage Account Representative.

