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# INSURANCE ACT

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# INSURANCE ACT

## CHAPTER 226 [RSBC 1996]

[includes 2009 Bill 6, c. 16 (B.C. Reg. 213/2011) amendments (effective July 1, 2012)]

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## **PART 1 – Interpretation, Application of Act and Introductory Provisions**

**Definitions and interpretation**

(AM)  
Jul  
01/12

- 1.** (1) In this Act:

**"business authorization"** means a business authorization under the *Financial Institutions Act*;

"**contract**" means a contract of insurance and includes a policy, certificate, interim receipt, renewal receipt or writing evidencing the contract, whether sealed or not, and a binding oral agreement;

"**corporation**" includes any incorporated company, association or society, wherever incorporated;

"**insurance**" means the undertaking by one person to indemnify another person against loss or liability for loss in respect of a certain risk or peril to which the object of the insurance may be exposed, or to pay a sum of money or other thing of value on the happening of a certain event;

"**insurance money**" means the amount payable by an insurer under a contract, and includes all benefits, surplus, profits, dividends, bonuses and annuities payable under the contract;

"**insurer**" means the person who undertakes, agrees or offers to undertake, a contract;

"**licence**" means a licence under Division 2 of Part 6 of the *Financial Institutions Act*;

"**mutual company**" means a corporation formed under the *Mutual Fire Insurance Companies Act*;

"**officer**" includes any director, manager, treasurer or secretary of an insurer, and any other member of the managing body of an insurer by whatever name called;

"**person**" includes corporation, unincorporated society or association, partnership, any group of underwriters and a Lloyd's association;

"**policy**" means the instrument evidencing a contract;

"**premium**" means the single or periodical payment under a contract for the insurance, and includes dues, assessments and other consideration;

"**property**" includes profits, earnings and other pecuniary interests, and expenditure for rents, interest, taxes and other outgoings and charges, and in respect of inability to occupy the insured premises, but only to the extent of express provision in the contract;

"**superintendent**" means the Superintendent of Financial Institutions under the *Financial Institutions Act*.

(2) *Repealed.* [2009-16-2 (B.C. Reg. 213/2011)]

(REP)  
Jul  
01/12

RS1979-200-1; 1984-26-27; 1987-56-1(a)(part), (c), (d); 1989-47-331; 1990-6-73; 1995-11-9; 2003-94-50 (B.C. Reg. 166/2006); 2007-14-204 (B.C. Reg. 354/2007); 2009-16-2 (B.C. Reg. 213/2011).

(SUB) **Application to contracts**

Jul  
01/12

- 2.** (1) This Act, except as provided under an enactment, applies to every contract of insurance made or deemed made in British Columbia.
- (2) This Act does not apply to or in respect of
- (a) a contract of marine insurance within the meaning of the *Marine Insurance Act* (Canada), or
  - (b) vehicle insurance as defined in the *Insurance (Vehicle) Act*.  
2009-16-3 (B.C. Reg. 213/2011).

(ADD) **Contract must be consistent with Act**

Jul  
01/12

- 2.1** (1) An insurer must not make a contract that is inconsistent with this Act.
- (2) A contract is not rendered void or voidable as against an insured, or a beneficiary or other person to whom insurance money is payable under the contract, by reason of a failure of the insurer to comply with a provision of this Act.

2009-16-4 (B.C. Reg. 213/2011).

**(ADD) Liability of continuing insurer**Jul  
01/12

- 2.2** If an insurer, in this section called the "continuing insurer", and another insurer, in this section called the "retiring insurer", enter into an agreement in anticipation of the retiring insurer ceasing to do business in British Columbia and the continuing insurer assuming liability under contracts of insurance issued by the retiring insurer and specified in the agreement, and the retiring insurer ceases to carry on business in British Columbia, an insured or other person entitled to rights under those contracts may enforce the rights against the continuing insurer as though those contracts had been issued by the continuing insurer.

2009-16-4 (B.C. Reg. 213/2011).

**(ADD) Effect on contracts of violation of law**Jun  
17/11

- 2.3** Unless a contract otherwise provides, a violation of a criminal or other law in force in British Columbia or elsewhere does not render unenforceable a claim for indemnity under the contract unless the violation is committed by the insured, or by another person with the consent of the insured, with intent to bring about loss or damage, except that in the case of a contract of life insurance this section applies only to insurance payable under the contract in the event the person whose life is insured becomes disabled as a result of bodily injury or disease.

2009-16-4 (B.C. Reg. 115/2011).

**(ADD) Application of *Limitation Act***Jul  
01/12

- 2.4** (1) Section 7 of the *Limitation Act* applies to a limitation period established under this Act in respect of an action or proceeding on a contract as if the limitation period were established under the *Limitation Act*.
- (2) A limitation period established under this Act in respect of an action or proceeding on a contract may be varied by a contract to provide a longer period.

2009-16-4 (B.C. Reg. 213/2011).

**(ADD) Electronic communications**Jul  
01/12

- 2.5** (1) If under this Act a record is required or permitted to be provided to a person personally, by mail or by any other means, unless regulations referred to in subsection (4) of this section or under section 192 (2) (e.2) provide otherwise, the record may be provided to the person in electronic form in accordance with the *Electronic Transactions Act*.
- (2) Despite section 2 (4) (a) and (b) of the *Electronic Transactions Act*, in this section, "**record**" includes a contract or declaration that designates the insured, the insured's personal representative or a beneficiary as a person to whom or for whose benefit insurance money is to be payable.
- (3) If a record is provided in electronic form under this section,
- (a) the record is deemed to have been provided by registered mail, and



- (b) a period of time that, under this Act, starts to run when that record, or notification of it, is delivered to the addressee's postal address starts to run when the record is deemed received in accordance with the *Electronic Transactions Act*.
- (4) The *Electronic Transactions Act* and subsection (1) of this section do not apply to a record, or in relation to a provision, under this Act that is excluded from their application by regulation.  
2009-16-4 (B.C. Reg. 213/2011).

## PART 2 – General Insurance Provisions

### -- Sections 3 - 15 of Part 2 --

#### (SUB) **Application of Part**

Jul  
01/12

- 3.** This Part applies to every contract except
  - (a) subject to section 29.1, a contract of life insurance,
  - (b) subject to section 81.1, a contract of accident and sickness insurance,
  - (c) a contract of reinsurance, and
  - (d) subject to regulations under section 189.01, a contract to which Part 7 applies.
 2009-16-6 (B.C. Reg. 213/2011).

#### (REP) **Repealed**

Jul  
01/12

- 4.** *Repealed.* [2009-16-7 (B.C. Reg. 213/2011)]

#### **Contracts deemed to be made in British Columbia**

- 5.** A contract is deemed to have been made in British Columbia and must be construed accordingly if it
  - (a) insures a person domiciled or resident in British Columbia at the date of it,  
or
  - (b) has as its subject matter property or an interest in property located in British Columbia.
 RS1979-200-7.

#### **Gaming or wagering contracts avoided**

- 6.** (1) A contract by way of gaming or wagering is void.
- (2) A contract is deemed to be a gaming or wagering contract if the insured has no interest in the subject matter of the contract.  
RS1979-200-8.

#### (REP) **Repealed**

Jul  
01/12

- 7.** *Repealed.* [2009-16-7 (B.C. Reg. 213/2011)]

**(SUB)Contents of policy**

Jul  
01/12

- 8.** (1) A policy must contain all of the following:
- (a) the name of the insurer;
  - (b) the name of the insured;
  - (c) the name of the person to whom the insurance money is payable;
  - (d) the amount, or the method of determining the amount, of the premium for the insurance;
  - (e) the subject matter of the insurance;
  - (f) the indemnity for which the insurer may become liable;
  - (g) the event on the happening of which the liability is to accrue;
  - (h) the date the insurance takes effect;
  - (i) the date the insurance terminates or the method by which that date is established;
  - (j) the following statement:  
Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.
- (2) This section does not apply to a contract of fidelity insurance or surety insurance.  
2009-16-7 (B.C. Reg. 213/2011).

**(SUB)Dispute resolution**

Jul  
01/12

- 9.** (1) In this section, "**representative**" means a dispute resolution representative appointed under subsection (4).
- (2) This section applies to disputes between an insurer and an insured about a matter that under Statutory Condition 11 set out in section 27.1, or another condition of the contract, must be determined using this dispute resolution process.
- (3) Either the insured or the insurer may demand in writing the other's participation in a dispute resolution process after proof of loss has been delivered to the insurer.
- (4) Within 7 days after receiving or giving a demand under subsection (3), the insured and the insurer must each appoint a dispute resolution representative and, within 15 days after their appointment, the 2 representatives must appoint an umpire.
- (5) A person may not be appointed as a representative if the person is
- (a) the insured or the insurer, or
  - (b) an employee of the insured or the insurer.
- (6) The representatives must
- (a) determine the matters in dispute by agreement, and
  - (b) if they fail to agree, submit their differences to the umpire, and the written determination of any 2 of them determines the matters.
- (7) Each party to the dispute resolution process must pay the representative whom the party appointed, and each party must bear equally the expense of the dispute resolution process and the umpire.
- (8) If
- (a) a party to a dispute resolution process fails to appoint a representative in accordance with subsection (4), or

- (b) a representative fails or refuses to act or is incapable of acting and the party that appointed that representative has not appointed another representative within 7 days after the failure, refusal or incapacity, on application of the insurer or insured, on 2 days' notice to the other, the Supreme Court may appoint a representative.
- (9) On an application under subsection (8), the court may award special costs against the person whose representative is appointed by the court, whether or not that person appeared on the application.
- (10) If
- (a) the representatives fail to appoint an umpire in accordance with subsection (4), or
- (b) the umpire fails or refuses to act or is incapable of acting,
- either representative may make an application to the superintendent for the appointment of an umpire, containing
- (c) the names of 3 persons the applicant believes are capable of performing the functions of the umpire, and
- (d) the credentials of the 3 persons.
- (11) Before making an application under subsection (10), the applicant must give notice in writing to the other representative of the intention to make the application, which notice must contain the names and credentials the applicant is submitting to the superintendent under subsection (10).
- (12) An application under subsection (10) must be accompanied by a copy of the notice, and the date it was given, under subsection (11).
- (13) Within 15 days after receiving a notice under subsection (11), the other representative may provide to the superintendent and the applicant
- (a) the names of 3 persons the representative believes are capable of performing the functions of the umpire, and
- (b) the credentials of the 3 persons.
- (14) The superintendent must appoint an umpire from the names provided under subsection (10) or (13) as soon as practicable after the earlier of the following occurs:
- (a) the superintendent receives names and credentials under subsection (13);
- (b) the period for providing names and credentials under subsection (13) expires.

2009-16-7 (B.C. Reg. 213/2011).

**(SUB) Court may relieve against forfeiture and termination**

Jul  
01/12

- 10.** Without limiting section 24 of the *Law and Equity Act*, if
- (a) there has been
- (i) imperfect compliance with a statutory condition as to the proof of loss to be given by the insured or another matter or thing required to be done or omitted by the insured with respect to the loss, and
- (ii) a consequent forfeiture or avoidance of the insurance in whole or in part, or
- (b) there has been a termination of the policy by a notice that was not received by the insured because of the insured's absence from the address to which the notice was addressed,
- and the court considers it inequitable that the insurance should be forfeited or

avoided on that ground or terminated, the court, on terms it considers just, may

- (c) relieve against the forfeiture or avoidance, or
  - (d) if the application for relief is made within 90 days of the date of the mailing of the notice of termination, relieve against the termination.
- 2009-16-7 (B.C. Reg. 213/2011).

(SUB) **Waiver and estoppel**

Jul  
01/12

- 11.** (1) The obligation of an insured to comply with a requirement under a contract is excused to the extent that
- (a) the insurer has given notice in writing that the insured's compliance with the requirement is excused in whole or in part, subject to the terms specified in the notice, if any, or
  - (b) the insurer's conduct reasonably causes the insured to believe that the insured's compliance with the requirement is excused in whole or in part, and the insured acts on that belief to the insured's detriment.
- (2) Neither the insurer nor the insured is deemed to have waived any term or condition of a contract by reason only of
- (a) the insurer's or insured's participation in a dispute resolution process under section 9,
  - (b) the delivery and completion of a proof of loss, or
  - (c) the investigation or adjustment of any claim under the contract.
- 2009-16-7 (B.C. Reg. 213/2011).

(ADD) **Policy in accordance with terms of application**

Jul  
01/12

- 11.1** After an application or proposal for insurance is made by an insured, any policy issued or coverage provided by the insurer is deemed, for the benefit of the insured, to be in accordance with the terms of the application or proposal, unless the insurer immediately gives notice to the insured in writing of the particulars in which the policy or coverage differs from the application or proposal, in which case the insured, within 2 weeks after receiving the notice, may reject the policy.
- 2009-16-7 (B.C. Reg. 213/2011).

**Effect of terms of contract  
not set out in policy**

(SUB)  
Jul  
01/12

- 12.** (1) Each term and condition of a contract must be set out in full in the policy or in writing securely attached to it when it is issued and, unless so set out, is not valid or admissible in evidence to the prejudice of the insured or a person to whom insurance money is payable under the contract.
- (2) This section does not apply to an alteration of the contract agreed on in writing between the insurer and the insured after the issue of the policy.

(ADD)  
Jul  
01/12

- (3) If a contract, whether or not it provides for its renewal, is renewed by renewal receipt, it is sufficient compliance with subsection (1) if the terms and conditions of the contract were set out as required by that subsection and the renewal receipt identifies the contract by its number or date.

RS1979-200-14; 2009-16-8 (B.C. Reg. 213/2011).

**Misrepresentation and nondisclosure**

- 13.** (1) A contract is not rendered void or voidable by reason of any misrepresentation, or any failure to disclose on the part of the insured in the application or proposal for the insurance or otherwise, unless the misrepresentation or failure to disclose is material to the contract.
- (2) The question of materiality is one of fact.

RS1979-200-15.

### Effect of delivery of policy or premium receipt

- 14.** If a policy or a receipt for the premium under a contract is delivered to the insured by the insurer or its agent, the insurer is bound by the contract, even though
- (a) the delivery may have been made by the agent without authority, or
- (b) the premium may not in fact have been paid.

RS1979-200-16.

(REP) **Repealed**Jul  
01/12**15.** *Repealed.* [2009-16-9 (B.C. Reg. 213/2011)]**-- Sections 16 - 28.7 of Part 2 --**

### Payment of refund to assignee

- 16.** (1) If an insured assigns the right to refund of premium that may accrue by reason of the cancellation or termination of a contract of insurance under the terms of it and notice of the assignment is given by the assignee to the insurer, the insurer must pay any refund to the assignee, despite any condition in the contract, whether prescribed under this Act or not, requiring the refund to be paid to the insured or to accompany any notice of cancellation or termination to the insured.
- (2) If the condition in the contract dealing with cancellation or termination by the insurer provides that the refund must accompany the notice of cancellation or termination, the insurer must include in the notice a statement that in place of payment of the refund in accordance with the condition the refund is being paid to the assignee under this section.

RS1979-200-18.

### Effect of unpaid cheque or note for premium

- (AM)  
Jul  
01/12
- 17.** (1) If a cheque, bill of exchange or promissory note is given, whether originally or by way of renewal, for the whole or part of any premium, and the cheque, bill of exchange or promissory note is not honoured according to its tenor, the insurer may terminate the contract
- (a) *in accordance with a statutory condition or other condition of the contract, or*
- (b) *if there is no relevant statutory condition or other condition of the contract, by giving notice by registered mail.*
- (ADD)  
Jul  
01/12  
(ADD)  
Jul

01/12

- (2) This section does not apply to a mutual company.  
RS1979-200-19; 2009-16-10 (B.C. Reg. 213/2011).

### Unpaid premium deductible from indemnity

18. (1) An insurer may sue for the unpaid premium, and may deduct the amount of it from the amount for which the insurer is liable under the contract of insurance.  
(2) This section does not apply to a mutual company.

RS1979-200-20.

(REP) **Repealed**

Jul

01/12

19. *Repealed.* [2009-16-11 (B.C. Reg. 213/2011)]

### Claims payable in Canadian money and in British Columbia

20. All money payable under a contract by an insurer must be paid in lawful money of Canada and, if the person entitled to it requires, in British Columbia.

RS1979-200-22.

(REP) **Repealed**

Jul

01/12

21. *Repealed.* [2009-16-11 (B.C. Reg. 213/2011)]

### Limitation of actions

(SUB)

Jul

01/12

22. (1) *An action or proceeding against an insurer in relation to a contract must be commenced,*
- (a) *in the case of loss or damage to insured property, not later than 2 years after the date the insured knew or ought to have known the loss or damage occurred, and*
  - (b) *in any other case, not later than 2 years after the date the cause of action against the insurer arose.*
- (2) An action must not be brought for the recovery of money payable under a contract of insurance until the expiration of 60 days after proof, in accordance with the contract
- (a) of the loss, or
  - (b) of the happening of the event on which the insurance money is to become payable,
- or of such shorter period as may be set by the contract of insurance.

RS1979-200-24; 2009-16-12 (B.C. Reg. 213/2011).

### Payment by insurer into court

23. (1) If an insurer cannot obtain a sufficient discharge for insurance money for which it admits liability, the insurer may apply to the court without notice to any person for an order for the payment of it into court, and the court may order the payment into court to be made on terms as to costs and otherwise the court directs, and may provide to what fund or name the amount must be credited.

- (2) The receipt of the registrar or other proper officer of the court is a sufficient discharge to the insurer for the insurance money paid into court, and the insurance money must be dealt with according to the orders of the court.

RS1979-200-25.

**When third person has right  
of action against insurer**

- 24.** (1) If a judgment has been granted against a person in respect of a liability against which the person is insured and the judgment has not been satisfied, the judgment creditor may recover by action against the insurer the lesser of
- (a) the unpaid amount of the judgment, and
  - (b) the amount that the insurer would have been liable under the policy to pay to the insured had the insured satisfied the judgment.
- (2) The claim of a judgment creditor against an insurer under subsection (1) is subject to the same equities as would apply in favour of the insurer had the judgment been satisfied by the insured.
- (3) *Repealed.* [2003-94-52 (B.C. Reg. 166/2006)]

(REP)  
Jun  
01/07

RS1979-200-26; 1994-7-2; 2003-94-52 (B.C. Reg. 166/2006).

(SUB) **Insurer to furnish copy of application and policy**

Jul  
01/12

- 25.** (1) On request, the insurer must furnish to the insured a copy of
- (a) the insured's application or proposal for insurance, and
  - (b) the insured's policy.
- (2) An insurer may charge a reasonable fee to cover its expenses in furnishing copies of a policy other than the first copy.

2009-16-13 (B.C. Reg. 213/2011).

(ADD) **Insurer to furnish forms**

Jul  
01/12

- 25.1** (1) Immediately on receipt of a request, and in any event no later than 60 days after receiving a notice of loss, an insurer must furnish to the insured or person to whom insurance money is payable forms on which the proof of loss required under the contract may be made.
- (2) If an insurer does not comply with subsection (1), section 22 (2) is not available to the insurer as a defence to an action brought for the recovery of insurance money payable under the contract.
- (3) If, within 30 days after a notice of loss is given, the insurer has adjusted the loss acceptably to the person to whom the insurance money is payable, the insurer need not comply with subsection (1).
- (4) An insurer, by reason only that the insurer furnishes forms on which to make the proof of loss, must not be taken to have admitted that a valid contract is in force or that the loss in question falls within the insurance provided by the contract.

2009-16-13 (B.C. Reg. 213/2011).

(REP) **Repealed**

Jul  
01/12

**26.** *Repealed.* [2009-16-13 (B.C. Reg. 213/2011)]**(ADD) Cancellation by insurer**Jul  
01/12

- 26.1** (1) If a loss under a contract has, with the consent of the insurer, been made payable to a person other than the insured, the insurer must not cancel or alter the contract to the prejudice of that person without notice to that person.
- (2) The length of notice and manner of giving the notice under subsection (1) must be the same as for a notice of cancellation given to the insured under the contract.  
2009-16-13 (B.C. Reg. 213/2011).

**(REP) Repealed**Jul  
01/12**27.** *Repealed.* [2009-16-13 (B.C. Reg. 213/2011)]**(ADD) Statutory conditions**Jul  
01/12

- 27.1** (1) Subject to subsections (2) and (3), the conditions set out in this section are deemed to be part of every contract, and must be printed on every policy under the heading "Statutory Conditions", and no variation or omission of or addition to a statutory condition is binding on the insured.
- (2) This section does not apply to contracts of surety insurance or a class of insurance prescribed by regulation.
- (3) Statutory Conditions 1 and 6 to 13 apply only to, and need only be printed on, contracts that include insurance against loss or damage to property.
- (4) In this section, "**policy**" does not include an interim receipt or binder.

**STATUTORY CONDITIONS****Misrepresentation**

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

**Property of others**

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
  - (a) otherwise specifically stated in the contract, or
  - (b) the interest of the insured in that property is stated in the contract.

**Change of interest**



3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

**Material change in risk**

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
  - (a) material to the risk, and
  - (b) within the control and knowledge of the insured.
- (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
  - (a) terminate the contract in accordance with Statutory Condition 5, or
  - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

**Termination of insurance**

5. (1) The contract may be terminated
  - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
  - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

**Requirements after loss**

6. (1)

On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

- (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
    - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - (iv) stating the amount of other insurances and the names of other insurers,
    - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
    - (vii) stating the place where the insured property was at the time of loss,
  - (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - (d) if required by the insurer and if practicable,
    - (i) produce books of account and inventory lists,
    - (ii) furnish invoices and other vouchers verified by statutory declaration, and
    - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

### **Fraud**

7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

### **Who may give notice and proof**

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
- (a) by the agent of the insured, if
    - (i) the insured is absent or unable to give the notice or make the proof, and
    - (ii) the absence or inability is satisfactorily accounted for, or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

**Salvage**

9. (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

**Entry, control, abandonment**

10. After loss or damage to insured property, the insurer has
  - (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
  - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
    - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
    - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

**In case of disagreement**

11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
  - (a) a specific demand is made for it in writing, and
  - (b) the proof of loss has been delivered to the insurer.

**When loss payable**

12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

**Repair or replacement**

13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

**Notice**

14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.
- 2009-16-13 (B.C. Reg. 213/2011).

**(REP) Repealed**

Jun  
17/11

- 28.** *Repealed.* [2009-16-13 (B.C. Reg. 115/2011)]

**(ADD) Proportionate contributions**

Jul  
01/12

- 28.1** (1) If, on the happening of loss or damage, there is in force more than one contract covering the loss or damage, the insurers under the respective contracts are each liable to the insured for their rateable proportion of the loss, unless it is otherwise expressly agreed in writing between the insurers.
- (2) For the purpose of subsection (1), a contract is deemed to be in force despite any term or condition of it that the contract does not cover the loss or damage or attach, come into force or become insurance with respect to the loss or damage until after full or partial payment of any loss under any other contract.
- (3) Nothing in subsection (1) affects
- (a) the validity of any divisions of the amount of insurance into separate items,
  - (b) the limits of insurance on specified property,
  - (c) a clause referred to in section 28.2, or
  - (d) a contract condition limiting or prohibiting the having or placing of other insurance.
- (4) Nothing in subsection (1) affects the operation of a deductible clause, and
- (a) if one contract contains a deductible clause, the prorated proportion of the insurer under that contract must be first ascertained without regard to the clause, and then the clause must be applied only to affect the amount of recovery under that contract, and
  - (b) if more than one contract contains a deductible clause, the prorated proportions of the insurers under those contracts must be first ascertained without regard to the deductible clauses, and then the highest deductible must be prorated among the insurers with deductibles, and these prorated amounts affect the amount of recovery under those contracts.
- (5) Nothing in subsection (4) is to be construed to have the effect of increasing the prorated contribution of an insurer under a contract that is not subject to a deductible clause.
- (6) Despite subsection (1), insurance on identified articles is a first loss insurance as against all other insurance.

2009-16-14 (B.C. Reg. 213/2011).

**(ADD) Limitation of liability clause**

Jul  
01/12

- 28.2** A contract containing

- (a) a deductible clause,
- (b) a co-insurance, average or similar clause, or
- (c) a conditional or unconditional clause limiting recovery by the insured to a specified percentage of the value of any property insured at the time of loss,

must have printed or stamped on its first page in conspicuous bold type the words "This policy contains a clause which may limit the amount payable" and, unless these words are so printed or stamped, the clause is not binding on the insured.

2009-16-14 (B.C. Reg. 213/2011).

(ADD) **Unjust contract provisions**

Jul

01/12

- 28.3** If a contract contains any term or condition, other than an exclusion prescribed by regulation for the purposes of section 28.4 (1) or established by section 28.5 (2) or (3), that is or may be material to the risk, including, but not restricted to, a provision in respect of the use, condition, location or maintenance of the insured property, the term or condition is not binding on the insured if it is held to be unjust or unreasonable by the court before which a question relating to it is tried.

2009-16-14 (B.C. Reg. 213/2011).

(ADD) **Exclusions from coverage**

Jul

01/12

- 28.4** (1) An insurer must not provide in a contract that includes coverage for loss or damage by fire, or another peril prescribed by regulation, an exclusion relating to the cause of the fire or peril other than an exclusion prescribed by regulation or established by section 28.5 (2) or (3).
- (2) An insurer must not provide in a contract that includes coverage for loss or damage by fire, or another peril prescribed by regulation, an exclusion relating to the circumstances of the fire or peril if those circumstances are prescribed by regulation.
- (3) An exclusion contrary to subsection (1) or (2) is invalid.
- (4) For greater certainty, subsections (1) and (2) apply in relation to loss or damage by fire, however the fire is caused and in whatever circumstances and whether the coverage is under a part of the contract specifically covering loss or damage by fire or under another part.

2009-16-14 (B.C. Reg. 213/2011).

(ADD) **Fire perils insured against**

Jul

01/12

- 28.5** (1) A contract that includes coverage for loss or damage by fire is deemed to cover the insured property against loss or damage caused by
- (a) lightning, or
  - (b) an explosion of natural gas or manufactured gas
    - (i) in a building that does not form part of a gasworks,
    - (ii) from a cause, other than a cause excluded under section 28.4 (1), and
    - (iii) whether or not fire ensues.
- (2) The coverage described in subsection (1) (a) does not include coverage against loss of or damage to electrical devices or appliances caused by lightning or other

- electrical currents, unless a fire
- (a) originates outside the device or appliance, and
  - (b) causes the loss or damage.
- (3) Unless a contract that includes coverage for loss or damage by fire specifically provides otherwise, the contract does not cover insured property against loss or damage caused by contamination by radioactive material, resulting directly or indirectly from fire, lightning or an explosion described in subsection (1) (b).
- (4) If property
- (a) is insured at a specified location, and
  - (b) is necessarily removed from the specified location to prevent loss or damage, or further loss or damage, to the property,
- that part of the insurance that exceeds the amount of the insurer's liability for any loss or damage incurred before the date of removal must cover, for 7 days or for the unexpired term of the contract, whichever is the shorter period, the property removed from, and any property remaining at, the specified location on a prorated basis in accordance with the value of the property at each location.
- 2009-16-14 (B.C. Reg. 213/2011).

**(ADD) Recovery by innocent persons**

Jun  
17/11

- 28.6** (1) Despite section 2.3, if a contract contains a term or condition excluding coverage for loss or damage to property caused by a criminal or intentional act or omission of an insured or any other person, the exclusion applies only to the claim of a person
- (a) whose act or omission caused the loss or damage,
  - (b) who abetted or colluded in the act or omission,
  - (c) who
    - (i) consented to the act or omission, and
    - (ii) knew or ought to have known that the act or omission would cause the loss or damage, or
  - (d) who is in a class prescribed by regulation.
- (2) Nothing in subsection (1) allows a person whose property is insured under the contract to recover more than their proportionate interest in the lost or damaged property.
- (3) A person whose coverage under a contract would be excluded but for subsection (1) must comply with any requirements prescribed by regulation.
- 2009-16-14 (B.C. Reg. 115/2011).

**(ADD) Subrogation**

Jul  
01/12

- 28.7** (1) The insurer, on making a payment or assuming liability under a contract, is subrogated to all rights of recovery of the insured against any person, and may bring an action in the name of the insured to enforce those rights.
- (2) If the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount must be divided between the insurer and the insured in the proportions in which the loss or damage has been borne by them respectively.
- 2009-16-14 (B.C. Reg. 213/2011).

## PART 3 – Life Insurance

### -- Sections 29 - 40 of Part 3 --

#### Definitions

29. In this Part:

**"application"** means an application for insurance or for the reinstatement of insurance;  
**"beneficiary"** means a person, other than the insured or the insured's personal representative, to whom or for whose benefit insurance money is made payable in a contract or by a declaration;

(ADD)  
Jul  
01/12

**"blanket insurance"** means group insurance that covers loss

- (a) arising from specific hazards incidental to or defined by reference to a particular activity or activities, and
- (b) occurring during a limited or specified period not exceeding 30 days in duration;

**"contract"** means a contract of life insurance;

**"court"** means the Supreme Court;

(SUB)  
Jul  
01/12

**"creditor's group insurance"** means insurance effected by a creditor under which the lives of a number of the creditor's debtors are insured severally under a single contract;

(ADD)  
Jul  
01/12

**"debtor insured"** means a debtor whose life is insured under a contract of creditor's group insurance;

(SUB)  
Jul  
01/12

**"declaration"**, except in sections 65 to 68, means an instrument signed by the insured

- (a) with respect to which an endorsement is made on the policy,
- (b) that identifies the contract, or
- (c) that describes the insurance or insurance fund or a part of the insurance or insurance fund,

in which the insured

- (d) designates, or alters or revokes the designation of, the insured, the insured's personal representative or a beneficiary as one to whom or for whose benefit insurance money is to be payable, or
- (e) makes, alters or revokes an appointment under section 51 (1) or a nomination referred to in section 57;

(AM)  
Jul  
01/12

**"family insurance"** means insurance under which the lives of the insured and one or more persons related to the insured by blood, marriage or adoption or because of a marriage-like relationship, including a marriage-like relationship between persons of the same gender, are insured under a single contract between an insurer and the insured;

(AM)  
Jul  
01/12

**"fraternal society"** means a society, order or association incorporated for the purpose of making with its members only, and not for profit, contracts of life insurance and accident and sickness insurance in accordance with its constitution, bylaws and rules and this Act;

(AM)  
Jul  
01/12

**"group insurance"** means insurance, other than creditor's group insurance and family insurance, under which the lives of a number of persons are insured severally under a single contract between an insurer and an employer or other person;

(SUB)  
Jul  
01/12

**"group life insured"** means a person, called the "primary person", whose life is insured under a contract of group insurance, but does not include a person whose life is insured under the contract as a person dependent on or related to the primary person;

**"instrument"** includes a will;

(SUB)  
Jul  
01/12

**"insurance"** means life insurance;  
**"insured"** means

- (a) in the case of group insurance, in the provisions of this Part relating to the designation of beneficiaries or personal representatives as recipients of insurance money and their rights and status, the group life insured, and
- (b) in all other cases, the person who makes a contract with an insurer;

(ADD)  
Jul  
01/12

**"spouse"** means a person who

- (a) is married to another person, or
- (b) is living and cohabiting with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;

**"will"** includes a codicil.

RS1979-200-122; 2009-16-15 (B.C. Reg. 213/2011).

(ADD) **Application of Part 2**

Jul  
01/12

**29.1** Section 11 applies to contracts of life insurance.  
2009-16-16 (B.C. Reg. 213/2011).

**Application of Part**

(AM)  
Jul  
01/12

**30.** (1) Despite any agreement, condition or stipulation to the contrary, but subject to regulations under section 192.1 of this Act and section 103 of the *Insurance Amendment Act, 2009*, this Part applies to a contract made in British Columbia on or after July 1, 1962, and, subject to subsections (2) and (3), applies to a contract made in British Columbia before that day.

(AM)  
Jul  
01/12

(2) The rights and interests of a beneficiary for value under a contract that was in force immediately before July 1, 1962 are those provided in Part IV of the *Insurance Act* then in force.

(AM)  
Jul  
01/12

(3) If the person who would have been entitled to the payment of insurance money if the money had become payable immediately before July 1, 1962 was a preferred beneficiary within the meaning of Part IV of the *Insurance Act* then in force, the insured may not, except in accordance with that Part,

- (a) alter or revoke the designation of a beneficiary, or
- (b) assign, exercise rights under or in respect of, surrender or otherwise deal with the contract,

but this subsection does not apply after a time at which the insurance money, if it were then payable, would be payable wholly to a person other than a preferred beneficiary within the meaning of that Part.

RS1979-200-123; 2009-16-17 (B.C. Reg. 213/2011).

**Group insurance**

**31.** In the case of a contract of group insurance made with an insurer authorized to transact insurance in British Columbia at the time the contract was made, this Part applies in determining

- (AM)  
Jul  
01/12
- (a) the rights and status of beneficiaries and personal representatives as recipients of insurance money if the group life insured was resident in British Columbia at the time he or she became insured, and
  - (b) the rights and obligations of the group life insured if he or she was resident in British Columbia at the time he or she became insured.



RS1979-200-124; 2009-16-18 (B.C. Reg. 213/2011).

**Documents required for contract**(SUB)  
Jul  
01/12**32. (1) An insurer entering into a contract must**

- (a) issue a policy, and
- (b) furnish to the insured the policy and a copy of the insured's application.

**(2) Subject to subsection (3), the provisions in**

- (a) the application,
- (b) the policy,
- (c) any document attached to the policy when issued, and
- (d) any amendment to the contract agreed on in writing after the policy is issued

constitute the entire contract.

**(3) In the case of a contract made by a fraternal society, the policy, the Act or instrument of incorporation of the society, its constitution, bylaws and rules, and the amendments made to any of them, the application for the contract and the medical statement of the applicant constitute the entire contract.**(SUB)  
Jul  
01/12**(4) Except in the case of a contract of group insurance or creditor's group insurance, an insurer, on request, must furnish to the insured or a claimant under the contract a copy of**

- (a) the entire contract as set out in subsection (2) or (3), as applicable, and
- (b) any written statement or other record provided to the insurer as evidence of insurability under the contract.

(ADD)  
Jul  
01/12**(5) In the case of a contract of group insurance, an insurer,**

- (a) on request, must furnish to a group life insured or claimant under the contract a copy of
  - (i) the group life insured's application, and
  - (ii) any written statement or other record, not otherwise part of the application, provided to the insurer as evidence of the insurability of the group life insured under the contract, and
- (b) on request and reasonable notice, must permit a group life insured or claimant under the contract to examine, and must furnish to that person, a copy of the policy of group insurance.

(ADD)  
Jul  
01/12**(6) In the case of a contract of creditor's group insurance, an insurer,**

- (a) on request, must furnish to a debtor insured or claimant under the contract a copy of
  - (i) the debtor insured's application, and
  - (ii) any written statement or other record, not otherwise part of the application, provided to the insurer as evidence of the insurability of the debtor insured under the contract, and
- (b) on request and reasonable notice, must permit a debtor insured or claimant under the contract to examine, and must furnish to that person, a copy of the policy of creditor's group insurance.

(ADD)  
Jul  
01/12**(7) An insurer may charge a reasonable fee to cover its expenses in furnishing copies of documents under subsection (4), (5) or (6), other than the first copy furnished to each person.**(ADD)  
Jul**(8)**

01/12

Access to the documents described in subsections (5) (b) and (6) (b) does not extend to

- (a) information contained in those documents that would reveal personal information, as defined in the *Personal Information Protection Act*, about a person without that person's consent, other than information about
  - (i) the group life insured or debtor insured in respect of whom the claim is made, or
  - (ii) the person who requests the information, or
- (b) information prescribed by regulation.

(ADD)  
Jul  
01/12

(9) A claimant's access to documents under subsections (4) to (6) extends only to information that is relevant to

- (a) a claim under the contract, or
- (b) a denial of such a claim.

RS1979-200-125; 2009-16-19 (B.C. Reg. 213/2011).

### Exceptions

33. (1) This section does not apply to a contract

- (a) of group insurance,
- (b) of creditor's group insurance, or
- (c) made by a fraternal society.

(2) An insurer must set out in the policy the following:

- (a) the name or a sufficient description of the insured and of the person whose life is insured;
- (b) the amount, or the method of determining the amount, of the insurance money payable, and the conditions under which it becomes payable;
- (c) the amount, or the method of determining the amount, of the premium and the period of grace, if any, within which it may be paid;
- (d) whether the contract provides for participation in a distribution of surplus or profits that may be declared by the insurer;
- (e) the conditions on which the contract may be reinstated if it lapses;

(AM)  
Jul  
01/12

- (f) the options, if any,
  - (i) of surrendering the contract for cash,
  - (ii) of obtaining a loan or an advance payment of the insurance money, and
  - (iii) of obtaining paid up or extended insurance.
- (g) the following statement:

**Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.**

(ADD)  
Jul  
01/12

(3) If a policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable, the front page of the policy must include the following statement in conspicuous bold type:

This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.

RS1979-200-126; 2009-16-20 (B.C. Reg. 213/2011).

**Contents of group policy**

**34.** In the case of a contract of group insurance or of creditor's group insurance, an insurer must set out in the policy the following:

- (a) the name or a sufficient description of the insured;
- (b) the method of determining the persons whose lives are insured;
- (c) the amount, or the method of determining the amount, of the insurance money payable, and the conditions under which it becomes payable;
- (d) the period of grace, if any, within which the premium may be paid;
- (e) whether the contract provides for participation in a distribution of surplus or profits that may be declared by the insurer.

(ADD)  
Jul  
01/12

(f) **in the case of a contract of group insurance, any provision removing or restricting the right of a group life insured to designate persons to whom or for whose benefit insurance money is to be payable;**

(ADD)  
Jul  
01/12

(g) **in the case of a contract of group insurance that replaces another contract of group insurance on some or all of the group life insureds under the replaced contract, whether a designation of a group life insured, a group life insured's personal representative or a beneficiary as a person to whom or for whose benefit insurance money is to be payable under the replaced contract applies to the replacing contract;**

(ADD)  
Jul  
01/12

(h) **the following statement:**

**Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.**

RS1979-200-127; 2009-16-21 (B.C. Reg. 213/2011).

**(SUB) Particulars of group certificate**

Jul  
01/12

- 35. (1)** In the case of a contract of group insurance or creditor's group insurance, an insurer must issue, for delivery by the insured to each group life insured or debtor insured, a certificate or other document in which are set out the following:
- (a) the name of the insurer and a sufficient identification of the contract;
  - (b) the amount, or the method of determining the amount, of insurance on
    - (i) the group life insured and any person whose life is insured under the contract as a person dependent on or related to the group life insured, or
    - (ii) the debtor insured;
  - (c) the circumstances in which the insurance terminates and the rights, if any, on termination of the insurance of
    - (i) the group life insured and any person whose life is insured under the contract as a person dependent on or related to the group life insured, or
    - (ii) the debtor insured;
  - (d) in the case of a contract of group insurance that contains a provision removing or restricting the right of the group life insured to designate persons to whom or for whose benefit insurance money is to be payable,
    - (i) the method of determining the persons to whom or for whose benefit the insurance money is or may be payable, and
    - (ii) the following statement in conspicuous bold type:

- This policy contains a provision removing or restricting the right of the group life insured to designate persons to whom or for whose benefit insurance money is to be payable;
- (e) in the case of a contract of group insurance that replaces another contract of group insurance on some or all of the group life insureds under the replaced contract, whether a designation of a group life insured, a group life insured's personal representative or a beneficiary as a person to whom or for whose benefit insurance money is to be payable under the replaced contract applies to the replacing contract;
  - (f) the rights of the group life insured, the debtor insured or a claimant under the contract to obtain copies of documents under section 32 (5) or (6);
  - (g) the following statement:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

- (2) This section does not apply to a contract of blanket insurance.  
2009-16-22 (B.C. Reg. 213/2011).

### Insurable interest

- 36. (1) Subject to subsection (2), if at the time a contract would otherwise take effect the insured has no insurable interest, the contract is void.
- (2) A contract is not void for lack of insurable interest
  - (a) if it is a contract of group insurance, or
  - (b) if the person whose life is insured has consented in writing to the insurance being placed on his or her life.
- (3) If the person whose life is insured is under the age of 16 years, consent to insurance being placed on his or her life may be given by one of his or her parents or by a person standing in the place of a parent.  
RS1979-200-129.

### (SUB) Persons insurable

Jul  
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- 37. Without restricting the meaning of "insurable interest", a person, in this section called the "primary person", has an insurable interest,
  - (a) in the case of a primary person who is a natural person, in his or her own life and in the lives of the following:
    - (i) the primary person's child or grandchild;
    - (ii) the primary person's spouse;
    - (iii) a person on whom the primary person is wholly or partly dependent for, or from whom the primary person is receiving, support or education;
    - (iv) the primary person's employee;
    - (v) a person in the duration of whose life the primary person has a pecuniary interest, and
  - (b) in the case of a primary person that is not a natural person, in the lives of the following:
    - (i) the primary person's director, officer or employee;

- (ii) a person in the duration of whose life the primary person has a pecuniary interest.

2009-16-23 (B.C. Reg. 213/2011).

**(ADD) Termination of contract by court**

Jul  
01/12

- 37.1** (1) If
- (a) a person whose life is insured under a contract is someone other than the insured, and
  - (b) the person reasonably believes that their life or health might be endangered by the insurance on their life continuing under that contract,
- on application of that person, the court may make the orders the court considers just in the circumstances.
- (2) Without limiting subsection (1), the orders that the court may make under subsection (1) include
- (a) an order that the insurance on that person's life under the contract be terminated in accordance with the terms of the contract, other than any terms respecting notice of termination, and
  - (b) an order that the amount of insurance under the contract on that person's life be reduced.
- (3) An application under subsection (1) must be made on at least 30 days' notice to the insured, the beneficiary, the insurer and any other person the court considers to have an interest in the contract.
- (4) Despite subsection (3), if the court considers it just to do so, the court may dispense with the notice in the case of a person other than
- (a) the insurer, or
  - (b) if the contract is a contract of group insurance or creditor's group insurance, the insured.
- (5) An order made under subsection (1) binds any person having an interest in the contract.

2009-16-23 (B.C. Reg. 213/2011).

**Contract taking effect**

- 38.** (1) Subject to a provision to the contrary in the application or the policy, a contract does not take effect unless
- (a) the policy is delivered to an insured, the insured's assign or agent, or to a beneficiary,
  - (b) payment of the initial premium is made to the insurer or its agent, and
  - (c) no change has taken place in the insurability of the life to be insured between the time the application was completed and the time the policy was delivered.
- (2) If a policy is issued on the terms applied for and is delivered to an agent of the insurer for unconditional delivery to a person referred to in subsection (1) (a), it is deemed, but not to the prejudice of the insured, to have been delivered to the insured.

RS1979-200-131; 2009-16-24 (B.C. Reg. 213/2011).

(SUB)  
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**Payment**

- 39.** (1)

(SUB)  
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If a cheque or other bill of exchange, or a promissory note or other written promise to pay, is given for the whole or a part of a premium and the cheque, bill of exchange, promissory note or other promise to pay is not honoured according to its tenor, the premium or the part of the premium has not been paid.

- (2) If a remittance for or on account of a premium is sent in a registered letter to an insurer and is received by it, the remittance is deemed to have been received at the time of the registration of the letter.

RS1979-200-132; 2009-16-25 (B.C. Reg. 213/2011).

### Who pays

(AM)  
Jul  
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- 40.** (1) Except in the case of group insurance or creditor's group insurance, an assignee of a contract, a beneficiary or a person acting on behalf of one of them or of the insured may pay any premium that the insured is entitled to pay.

- (2) If a premium, other than the initial premium, is not paid at the time it is due, the premium may be paid within a period of grace of

(a) 30 days, or in the case of an industrial contract 28 days, from and excluding the day on which the premium is due, or

(b) the number of days, if any, specified in the contract for payment of an overdue premium,

whichever is the longer period.

(AM)  
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- (3) If the happening of the event on which the insurance money becomes payable occurs during the period of grace and before the overdue premium is paid, the contract is deemed to be in effect as if the premium had been paid at the time it was due, and, except in the case of group insurance or creditor's group insurance, the amount of the premium may be deducted from the insurance money.

RS1979-200-133; 2009-16-26 (B.C. Reg. 213/2011).

### -- Sections 41 - 60 of Part 3 --

### (SUB) Duty to disclose

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- 41.** (1) An applicant for insurance and a person whose life is to be insured must each disclose to the insurer in the application, on a medical examination, if any, and in any written statements or answers furnished as evidence of insurability, every fact within the applicant's or person's knowledge that is material to the insurance and is not so disclosed by the other.

- (2) Subject to section 42 and subsection (3) of this section, a failure to disclose, or a misrepresentation of, a fact referred to in subsection (1) renders the contract voidable by the insurer.

- (3) A failure to disclose, or a misrepresentation of, a fact referred to in subsection (1) relating to evidence of insurability with respect to an application for

(a) additional coverage under a contract,

(b) an increase in insurance under a contract, or

(c) any other change to insurance after the policy is issued

renders the contract voidable by the insurer, but only in relation to the addition, increase or change.

2009-16-27 (B.C. Reg. 213/2011).

### Exceptions

(SUB)  
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- 42.** (1) This section does not apply to

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- (a) a misstatement to an insurer of the age of a person whose life is insured, or
- (b) insurance under which an insurer, as part of a contract, undertakes to pay insurance money or to provide other benefits in the event the person whose life is insured becomes disabled as a result of bodily injury or disease.

(AM)  
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- (2) Subject to subsection (3), if a contract, or an addition, increase or change referred to in section 41 (3), has been in effect for 2 years during the lifetime of the person whose life is insured, a failure to disclose, or a misrepresentation of, a fact required to be disclosed by section 41 does not, in the absence of fraud, render the contract voidable.

(SUB)  
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- (3) In the case of a contract of group insurance or creditor's group insurance, a failure to disclose, or a misrepresentation of, a fact required by section 41 to be disclosed in respect of a person whose life is insured under the contract does not render the contract voidable, but

- (a) if the failure to disclose or misrepresentation relates to evidence of insurability specifically requested by the insurer at the time of application for the insurance in respect of the person, the insurance in respect of that person is voidable by the insurer, and
- (b) if the failure to disclose or misrepresentation relates to evidence of insurability specifically requested by the insurer at the time of application for an addition, increase or change referred to in section 41 (3) in respect of the person, the addition, increase or change in respect of that person is voidable by the insurer,

unless the insurance, addition, increase or change has been in effect for 2 years during the lifetime of that person, in which case the insurance, addition, increase or change is not, in the absence of fraud, voidable.

RS1979-200-135; 2009-16-28 (B.C. Reg. 213/2011).

### Nondisclosure by insurer

- 43.** If an insurer fails to disclose or misrepresents a fact material to the insurance, the contract is voidable by the insured, but in the absence of fraud the contract is not by reason of such failure or misrepresentation voidable after the contract has been in effect for 2 years.

RS1979-200-136.

### Exceptions

- 44.** (1) This section does not apply to a contract of group insurance or of creditor's group insurance.
- (2) Subject to subsection (3), if the age of a person whose life is insured is misstated to the insurer, the insurance money provided by the contract must be increased or decreased to the amount that would have been provided for the same premium at the correct age.

(SUB)  
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- (3) If a contract limits insurable age and the correct age of the person whose life is insured exceeds that limit at the date of the application, the contract is voidable by the insurer for 5 years after the date the contract takes effect, but not afterwards, and only if
- (a) that person is alive, and
  - (b) the insurer voids the contract within 60 days after it discovers the misstatement of age.

RS1979-200-137; 2009-16-29 (B.C. Reg. 213/2011).

### Misstatement of age in group insurance

- 45.** In the case of a contract of group insurance or of creditor's group insurance, a misstatement to the insurer of the age of a person whose life is insured does not of itself render the contract voidable, and the provisions, if any, of the contract with respect to age or misstatement of age apply.

RS1979-200-138.

### Effect of suicide on contract

- 46.** (1) If a contract contains an undertaking, express or implied, that insurance money will be paid if a person whose life is insured commits suicide, the undertaking is lawful and enforceable.
- (2) If a contract provides that in case a person whose life is insured commits suicide within a certain period of time the contract is void or the amount payable under it is reduced, if the contract lapses and is subsequently reinstated on one or more occasions, the period of time begins to run from the date of the latest reinstatement.

RS1979-200-139.

### Exceptions

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(ADD)  
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- 47.** (1) This section does not apply to a contract of group insurance or **creditor's group insurance** or to a contract made by a fraternal society.
- (1.1) **If a contract lapses at the end of a period of grace because a premium due at the beginning of the period of grace was not paid, the contract may be reinstated by payment of the overdue premium within a further period of 30 days after the end of the period of grace, but only if the person whose life was insured under the contract is alive at the time payment is made.**
- (2) **If a contract lapses and is not reinstated under subsection (1.1), the insurer must reinstate it if, within 2 years after the date the contract lapsed, the insured**
- (a) **applies for the reinstatement,**
- (b) **pays to the insurer all overdue premiums and other indebtedness under the contract, together with interest not exceeding the rate determined under section 7 of the *Court Order Interest Act*, and**
- (c) **produces evidence satisfactory to the insurer of the good health and insurability of the person whose life was insured.**
- (3) **Subsections (1.1) and (2) do not apply** if the cash surrender value has been paid or an option of taking paid up or extended insurance has been exercised.
- (4) Sections 41 and 42 apply, so far as applicable and with the necessary changes, to reinstatement of a contract.

RS1979-200-140; 2009-16-30 (B.C. Reg. 213/2011).

### (ADD) **Termination and replacement of group policies**

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- 47.1** (1) **If a contract of group insurance, or a benefit provision in a contract of group insurance, under which the insurer undertakes to pay insurance money or provide other benefits if a group life insured becomes disabled as a result of bodily injury or disease is terminated, the insurer continues, as though the contract or benefit provision had remained in full force and effect, to be liable to pay insurance**



- money or provide benefits in respect of a group life insured for liability arising from an accident or disease that occurred before the termination of the contract or benefit provision if the disability is reported to the insurer within the 6 month period following the termination or a longer continuous period specified in the contract.
- (2) Despite subsection (1), an insurer does not remain liable under a contract or benefit provision described in that subsection to pay insurance money or provide a benefit for the recurrence of a disability after both of the following occur:
    - (a) the termination of the contract or benefit provision;
    - (b) a continuous period of 6 months, or any longer period provided in the contract, during which the group life insured was not disabled.
  - (3) An insurer that is liable under subsection (1) to pay insurance money or provide a benefit as a result of the disability of a group life insured is not liable to pay the insurance money or provide the benefit for any period longer than the portion remaining, at the date the disability began, of the maximum period provided under the contract for the payment of insurance money or the provision of a benefit in respect of a disability of the group life insured.
  - (4) If a contract of group insurance, in this section called the "replacement contract", is entered into within 31 days after the termination of another contract of group insurance, in this section called the "other contract", and that replacement contract insures some or all of the same group life insureds as the other contract,
    - (a) the replacement contract is deemed to provide that any person who was insured under the other contract at the time of its termination is insured under the replacement contract from and after the termination of the other contract if
      - (i) the insurance on that person under the other contract terminated by reason only of the termination of the other contract, and
      - (ii) the person is a member of a class eligible for insurance under the replacement contract, and
    - (b) no person who was insured under the other contract at the time of its termination may be excluded from eligibility under the replacement contract by reason only of not being actively at work on the effective date of the replacement contract,

and, despite subsection (1), if the replacement contract provides that insurance money or other benefits to be paid or provided under subsection (1) by the insurer of the other contract are to be paid instead under the replacement contract, the insurer of the other contract is not liable to pay that insurance money or provide those benefits.

2009-16-31 (B.C. Reg. 213/2011).

### Designation of beneficiary

(AM)  
Jul  
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- 48.** (1) Subject to subsection (4), an insured may in a contract or by a declaration designate the insured, the insured's personal representative or a beneficiary as a person to whom or for whose benefit insurance money is to be payable.
- (2) Subject to section 49, the insured may alter or revoke the designation by a declaration.

(SUB)  
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- (3) A designation in favour of the "heirs", "next of kin" or "estate" of an insured, or the use of words having similar meaning in a designation, is deemed to be a designation of the personal representative of the insured.

(ADD)  
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- (4) Subject to the regulations, an insurer may restrict or exclude in a contract the right of an insured to designate persons to whom or for whose benefit insurance

- money is to be payable.
- (ADD) (5) A contract of group insurance replacing another contract of group insurance on  
Jul some or all of the group life insureds under the replaced contract may provide  
01/12 that a designation applicable to the replaced contract of a group life insured, a  
group life insured's personal representative or a beneficiary as a person to whom  
or for whose benefit insurance money is to be payable is deemed to apply to the  
replacing contract.
- (ADD) (6) If a contract of group insurance replacing another contract of group insurance  
Jul provides that a designation referred to in subsection (5) is deemed to apply to the  
01/12 replacing contract,  
(a) each certificate in respect of the replacing contract must indicate that the  
designation under the replaced contract has been carried forward and that  
the group life insured should review the existing designation to ensure it  
reflects the group life insured's current intentions, and  
(b) as between the insurer under the replacing contract and a claimant under  
that contract, that insurer is liable to the claimant for any errors or  
omissions by the previous insurer in respect of the recording of the  
designation carried forward under the replacing contract.
- (ADD) (7) If a beneficiary becomes entitled to insurance money and all or part of the  
Jul insurance money remains with the insurer under a settlement option provided for  
01/12 in the contract or permitted by the insurer, that portion of the insurance money  
remaining with the insurer is deemed to be insurance money held under a contract  
on the life of the beneficiary, and, subject to the provisions of the settlement  
option, the beneficiary has the rights and interests of an insured with respect to  
the insurance money.

RS1979-200-141; 2009-16-32 (B.C. Reg. 213/2011).

### Designation of beneficiary irrevocable

- (AM) **49.** (1) An insured may in a contract or by a declaration, other than a declaration that is  
Jul part of a will, filed with the insurer at its head or principal office in Canada  
01/12 during the lifetime of the person whose life is insured, designate a beneficiary  
irrevocably, and in that event the insured, while the beneficiary is living, may not  
alter or revoke the designation without the consent of the beneficiary, and the  
insurance money is not subject to the control of the insured **or the claims of the  
insured's creditors** and does not form part of the insured's estate.
- (2) If the insured purports to designate a beneficiary irrevocably in a will or in a  
declaration that is not filed as provided in subsection (1), the designation has the  
same effect as if the insured had not purported to make it irrevocable.

RS1979-200-142; 2009-16-33 (B.C. Reg. 213/2011).

### Designation in invalid will

- 50.** (1) A designation in an instrument purporting to be a will is not ineffective by reason  
only of the fact that the instrument is invalid as a will, or that the designation is  
invalid as a bequest under the will.
- (2) Despite the *Wills Act*, a designation in a will is of no effect against a designation  
made later than the making of the will.
- (3) If a designation is contained in a will and subsequently the will is revoked by  
operation of law or otherwise, the designation is revoked.
- (SUB) (4) **If a designation is contained in an instrument that purports to be a will and the  
Jul instrument, if it were valid as a will, would be revoked by operation of law or  
01/12 otherwise, the designation is revoked.**

RS1979-200-143; 2009-16-34 (B.C. Reg. 213/2011).

**Trustee for beneficiary**

- 51.** (1) An insured may in a contract or by a declaration appoint a trustee for a beneficiary and may alter or revoke the appointment by a declaration.
- (2) A payment made by an insurer to the trustee for a beneficiary discharges the insurer to the extent of the payment.

RS1979-200-144.

**Beneficiary predeceasing life insured**(AM)  
Jul  
01/12

- 52.** (1) If a beneficiary predeceases the person whose life is insured, and no disposition of the share of the deceased beneficiary in the insurance money **is provided for in the contract** or by a declaration, the share is payable
- (a) to the surviving beneficiary,
- (b) if there is more than one surviving beneficiary, to the surviving beneficiaries in equal shares, or
- (c) if there is no surviving beneficiary, to the insured or the insured's personal representative.
- (2) If 2 or more beneficiaries are designated otherwise than alternatively, but no division of the insurance money is made, the insurance money is payable to them in equal shares.

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- (3) **A beneficiary may disclaim the beneficiary's right to insurance money by filing notice in writing with the insurer at its head or principal office in Canada.**

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- (4) **A notice of disclaimer filed under subsection (3) is irrevocable.**

(ADD)  
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- (5) **Subsection (1) applies in the case of a disclaiming beneficiary or in the case of a beneficiary determined by a court to be disentitled to insurance money as if the disclaiming or disentitled beneficiary predeceased the person whose life is insured.**

RS1979-200-145; 2009-16-35 (B.C. Reg. 213/2011).

**Right to sue**(AM)  
Jul  
01/12

- 53.** A beneficiary may enforce **in the beneficiary's own name and for the beneficiary's own benefit**, and a trustee appointed under section 51 may enforce as trustee, the payment of insurance money **made payable to the beneficiary or trustee** in the contract or by a declaration and in accordance with the provisions of it, but the insurer may set up any defence that it could have set up against the insured or the insured's personal representative.

RS1979-200-146; 2009-16-36 (B.C. Reg. 213/2011).

**Insurance money free from creditors**

- 54.** (1) If a beneficiary is designated, the insurance money, from the time of the happening of the event on which the insurance money becomes payable, is not part of the estate of the insured and is not subject to the claims of the creditors of the insured.

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- (2) **While there is in effect a designation in favour of any one or more of a spouse, child, grandchild or parent of a person whose life is insured, the insurance money and the rights and interests of the insured in the insurance money and in the contract are exempt from execution or seizure.**

RS1979-200-147; 2009-16-37 (B.C. Reg. 213/2011).

**Insured dealing with contract**

- (AM) Jul 01/12 **55. (1)** If a beneficiary
- (a) is not designated irrevocably, or
- (b) is designated irrevocably but has attained the age of 19 years and consents,
- the insured may assign, exercise rights under or in respect of, surrender or otherwise deal with the contract as provided in it or in this Part, or as may be agreed on with the insurer.
- (ADD) Jul 01/12 **(2)** Despite section 49 (1), if a beneficiary is designated irrevocably and has not consented as described in subsection (1) (b) of this section, the insured may exercise any rights in respect of the contract that are prescribed by regulation.
- (ADD) Jul 01/12 **(3)** Subject to the terms of a consent under subsection (1) (b) or a court order under subsection (4), if there is an irrevocable designation of a beneficiary under a contract, a person acquiring an interest in the contract takes that interest subject to the rights of that beneficiary.
- (ADD) Jul 01/12 **(4)** When a beneficiary who is designated irrevocably is unable to provide consent under subsection (1) (b) because of legal incapacity, an insured may apply to the court for an order permitting the insured to deal with the contract without that consent.
- (ADD) Jul 01/12 **(5)** The court may grant an order under subsection (4) on any notice and terms it considers just.

RS1979-200-148; 2009-16-38 (B.C. Reg. 213/2011).

**Insured entitled to dividends**

- (SUB) Jul 01/12 **56. (1)** Despite the irrevocable designation of a beneficiary, the insured is entitled before his or her death to the dividends or bonuses declared on a contract, unless the contract provides otherwise.
- (AM) Jul 01/12 **(2)** Unless the insured directs otherwise, the insurer may apply the dividends or bonuses declared on the contract for the purpose of keeping the contract in force.

RS1979-200-149; 2009-16-39 (B.C. Reg. 213/2011).

**Transfer of ownership**

- (AM) Jul 01/12 **57. (1)** Despite the *Wills Act*, if, in a contract or declaration, it is provided that a person named in the contract or declaration has, on the death of the insured, the rights and interests of the insured in the contract,
- (a) the rights and interests of the insured in the contract do not, on the death of the insured, form part of the insured's estate, and
- (b) on the death of the insured, the person named in the contract or declaration has the rights and interests given to the insured by the contract and by this Part and is deemed to be the insured.
- (AM) Jul 01/12 **(2)** If the contract or declaration provides that 2 or more persons named in the contract or in the declaration, on the death of the insured, have successively on the death of each of them the rights and interests of the insured in the contract, this section applies successively, so far as applicable and with the necessary changes, to each of those persons and their rights and interests in the contract.
- (SUB) Jul 01/12 **(3)** Despite a nomination made under this section, the insured may, before his or her death,
- (a)

- assign, exercise rights under or in respect of, surrender or otherwise deal with the contract as if the nomination had not been made, and
- (b) subject to the terms of the contract, alter or revoke the nomination by declaration.

RS1979-200-150; 2009-16-40 (B.C. Reg. 213/2011).

### Interest of assignee and effect on beneficiary's rights

58. (1) If an assignee of a contract gives notice in writing of the assignment to the insurer at its head or principal office in Canada, he or she has priority of interest as against
- (SUB)  
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- (a) an assignee other than one who gave notice earlier to the insurer of an assignment in the manner provided for in this subsection, and
- (b) a beneficiary other than one designated irrevocably as provided for in section 49 before the assignee gave notice to the insurer of the assignment in the manner provided for in this subsection.
- (2) If a contract is assigned as security, the rights of a beneficiary under the contract are affected only to the extent necessary to give effect to the rights and interests of the assignee.
- (3) If a contract is assigned unconditionally and otherwise than as security, the assignee has all the rights and interests given to the insured by the contract and by this Part and is deemed to be the insured.
- (ADD)  
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- (3.1) Unless the document by which a contract is assigned specifies otherwise, an assignment described in subsection (3) made on or after the date this section comes into force revokes
- (a) a designation of a beneficiary made before or after that date and not made irrevocably, and
- (b) a nomination referred to in section 57 (1) made before or after that date.
- (SUB)  
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- (4) A contract may provide that the rights or interests of the insured or, in the case of a contract of group insurance or creditor's group insurance, of the group life insured or debtor insured, as applicable, are not assignable.
- RS1979-200-151; 2009-16-41 (B.C. Reg. 213/2011).

### Group life insured enforcing rights

59. A group life insured may in his or her own name enforce a right given to him or her under a contract, subject to any defence available to the insurer against him or her or against the insured.

RS1979-200-152.

### (ADD) Debtor insured's enforcement of rights

Jul  
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- 59.1 (1) A debtor insured, or a debtor who is jointly liable for the debt with the debtor insured, may enforce in his or her own name the creditor's rights in respect of a claim arising in relation to that debtor insured, subject to any defence available to the insurer against the creditor or that debtor insured.
- (2) Subject to subsection (3), if an insurer pays insurance money in respect of a claim under subsection (1), the insurer must pay the insurance money to the creditor.
- (3) If the debtor insured provides evidence satisfactory to the insurer that the insurance money exceeds the debt then owing to the creditor, the insurer may pay

the excess directly to that debtor insured.

2009-16-42 (B.C. Reg. 213/2011).

### Capacity of infants

(AM)  
Jul  
01/12

**60.** Except in respect of his or her rights as beneficiary, a minor who has reached the age of 16 years has the capacity of a person of the age of 19 years

- (a) to make an enforceable contract, and
- (b) in respect of a contract.

RS1979-200-153; 1986-5-7; 2009-16-43 (B.C. Reg. 213/2011).

### -- Sections 61 - 80 of Part 3 --

(REP) **Repealed**

Jul  
01/12

**61.** *Repealed.* [2009-16-44 (B.C. Reg. 213/2011)]

### Proof of claim

**62.** If an insurer receives sufficient evidence of

- (a) the happening of the event on which insurance money becomes payable,
- (b) the age of the person whose life is insured,
- (c) the right of the claimant to receive payment, and
- (d) the name and age of the beneficiary, if there is a beneficiary,

it must, within 30 days after receiving the evidence, pay the insurance money to the person entitled to it.

RS1979-200-155.

### Payment

(AM)  
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**63.** (1) **Subject to subsections (3) to (5),** insurance money is payable in British Columbia.

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(2) Unless a contract otherwise provides, a reference in it to dollars means Canadian dollars, **whether the contract by its terms provides for payment in Canada or elsewhere.**

(AM)  
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(3) If a person entitled to receive insurance money is not resident in British Columbia, the insurer may pay the insurance money to that person or to any other person who is entitled to receive it on the person's behalf by the law of the **jurisdiction in which the payee resides, and the payment discharges the insurer to the extent of the amount paid.**

(4) In the case of a contract of group insurance, insurance money is payable in the province or territory of Canada in which the group life insured was resident at the time he or she became insured.

(ADD)  
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(5) **If insurance money is payable under a contract to a deceased person who was not resident in British Columbia at the date of their death or to that person's personal representative, the insurer may pay the insurance money to the deceased person's personal representative as appointed under the law of the jurisdiction in which the person was resident at the date of their death, and the payment discharges the insurer to the extent of the amount paid.**

RS1979-200-156; 2009-16-45 (B.C. Reg. 213/2011).

**(SUB) Action in British Columbia**Jul  
01/12

- 64.** Regardless of the place where a contract was made, a claimant who is resident in British Columbia may bring an action in British Columbia if the insurer was authorized to transact insurance in British Columbia at the time the contract was made or is so authorized at the time the action is brought.  
2009-16-46 (B.C. Reg. 213/2011).

**(SUB) Limitation of actions**Jul  
01/12

- 65.** (1) Subject to subsections (2) and (5), an action or proceeding against an insurer for the recovery of insurance money payable in the event of a person's death must be commenced not later than the earlier of
- (a) 2 years after the date evidence is furnished under section 62, and
  - (b) 6 years after the date of the death.
- (2) Subject to subsection (5), if a declaration has been made under the *Survivorship and Presumption of Death Act*, an action or proceeding referred to in subsection (1) must be commenced not later than 2 years after the date of the declaration.
- (3) Subject to subsection (5), an action or proceeding against an insurer for the recovery of insurance money not referred to in subsection (1) must be commenced not later than 2 years after the date the claimant knew or ought to have known of the first instance of the loss or occurrence giving rise to the claim for insurance money.
- (4) If insurance money is not payable unless a loss or occurrence continues for a period of time specified in the contract, the date of the first instance of the loss or occurrence for the purposes of subsection (3) is deemed to be the first day after the end of that period.
- (5) An action or proceeding against an insurer for the recovery of insurance money payable on a periodic basis must be commenced not later than the later of
- (a) the last day of the applicable period under subsection (1), (2), (3) or (4) for commencing an action or proceeding, and
  - (b) if insurance money was paid, 2 years after the date the next payment would have been payable had the insurer continued to make periodic payments.
- 2009-16-47 (B.C. Reg. 213/2011).

**Documents affecting title**(AM)  
Jul  
01/12

- 66.** (1) Until an insurer receives at its head or principal office in Canada an instrument or an order of a court affecting the right to receive insurance money, or a notarial copy, or a copy verified by statutory declaration, of the instrument or order, it may make payment of the insurance money and is discharged to the extent of the amount paid as if there were no instrument or order.
- (2) Subsection (1) does not affect the rights or interests of any person other than the insurer.

RS1979-200-159; 2009-16-48 (B.C. Reg. 213/2011).

**Declaration as to sufficiency of proof**

- 67.** If an insurer admits the validity of the insurance but does not admit the sufficiency of the evidence required by section 62 and there is no other question in issue except a question under section 3 of the *Survivorship and Presumption of Death Act*, the insurer or the claimant may, before or after action is brought and on at least 30 days' notice, apply to the court for a declaration as to the sufficiency of the evidence furnished, and the court may make the declaration or may direct what further evidence must be furnished, and on it being furnished may make the declaration or, in special circumstances, may dispense with further evidence.

RS1979-200-160; 1982-72-9.

### Court may make order

(AM)  
Jul  
01/12

- 68.** (1) On making a declaration under section 67 or an order under the *Survivorship and Presumption of Death Act*, the court may make an order respecting the payment of the insurance money and respecting costs it **considers** just, and a declaration or direction or order made under this subsection is binding on the applicant and on all persons to whom notice of the application has been given.
- (2) A payment made under an order under subsection (1) discharges the insurer to the extent of the amount paid.

RS1979-200-161; 1982-7-60; 2009-16-49 (B.C. Reg. 213/2011).

### Stay of proceedings

- 69.** Unless the court otherwise orders, an application made under section 67 or section 3 of the *Survivorship and Presumption of Death Act* operates as a stay of any pending action with respect to the insurance money.

RS1979-200-162.

### Power of court

(AM)  
Jul  
01/12

- 70.** If the court finds that the evidence furnished under section 62 is not sufficient or that a presumption of death is not established under the *Survivorship and Presumption of Death Act*, it may order that the matters in issue be decided in an action brought or to be brought, or may make such other order as it **considers** just respecting further evidence to be furnished by the claimant, publication of advertisements, further inquiry or any other matter or respecting costs.

RS1979-200-164; 2009-16-49 (B.C. Reg. 213/2011).

### Payment into court

(AM)  
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- 71.** (1) If an insurer admits liability for insurance money **or any part of it** and it appears to the insurer that

(SUB)  
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- (a) there are adverse claimants,
- (b) **there is no person capable of giving and authorized to give a valid discharge who is willing to do so,**
- (c) the insurance money has become unclaimed property under the *Unclaimed Property Act*,
- (d) **there is no person entitled to the insurance money, or**
- (e) **the person to whom the insurance money is payable would be disentitled on public policy or other grounds,**

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the insurer may, without notice to any person but subject to subsection (2), apply to the court for an order for payment of the money into court.



- (AM)  
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- (2) An application to the court under this section may not be made until
- (a) in a case to which subsection (1) (a), (b), (d) or (e) applies, 30 days from the date of the happening of the event on which the insurance money became payable, or
- (b) in a case to which subsection (1) (c) applies, 30 days after the insurance money became unclaimed property under the *Unclaimed Property Act*.
- (3) On application under this section, the court may, on notice, if any, as it thinks necessary, make an order for payment of the insurance money into court.
- (4) On payment into court of insurance money referred to in subsection (1) (c), Part 3 of the *Unclaimed Property Act* ceases to apply to that money.
- (5) A payment made under an order under this section discharges the insurer to the extent of the payment.
- 1999-48-26 (B.C.Reg. 462/99); 2009-16-50 (B.C. Reg. 213/2011).

**(SUB) Simultaneous deaths**

Jul  
01/12

- 72.** Unless a contract or a declaration provides otherwise, if the person whose life is insured and a beneficiary die at the same time or in circumstances rendering it uncertain which of them survived the other, the insurance money is payable as if the beneficiary had predeceased the person whose life is insured.
- 2009-16-51 (B.C. Reg. 213/2011).

**Insurance money payable in installments**

- 73.** (1) In this section, “**installments**” includes insurance money held by the insurer under section 74.
- (AM)  
Jul  
01/12
- (2) Subject to subsections (3) and (4), if insurance money is payable in installments and a contract, or an instrument signed by the insured and delivered to the insurer, provides that a beneficiary does not have the right to commute the installments or to alienate or **assign the beneficiary's interest in the installments**, the insurer must not, unless the insured subsequently directs otherwise in writing, commute the installments or pay them to any person other than the beneficiary, and the installments are not, in the hands of the insurer, subject to any legal process, except an action to recover the value of necessities supplied to the beneficiary or the beneficiary's **minor** children.
- (AM)  
Jul  
01/12
- (3) A court may, on the application of a beneficiary **on at least 10 days' notice**, declare that in view of special circumstances
- (a) the insurer may, with the consent of the beneficiary, commute installments of insurance money, or
- (b) the beneficiary may alienate or assign his or her interest in the insurance money.
- (4) After the death of the beneficiary, his or her personal representative may, with the consent of the insurer, commute any installments of insurance money payable to the beneficiary.
- RS1979-200-167; 2009-16-52 (B.C. Reg. 213/2011).

**Insurer holding insurance money**

- 74.** (1) An insurer may hold insurance money
- (a) subject to the order of an insured or a beneficiary, or

- (b) on trusts or other agreements for the benefit of the insured or the beneficiary,  
as provided in the contract, by an agreement in writing to which it is a party, or by a declaration, with interest at a rate agreed on in it or, if no rate is agreed on, at the rate declared by the insurer in respect of insurance money held by it.
- (2) The insurer is not bound to hold insurance money as provided in subsection (1) under the terms of a declaration to which it has not agreed in writing.

RS1979-200-168.

**Court may order payment**(AM)  
Jul  
01/12**75.**

If an insurer does not, within 30 days after receipt of the evidence required by section 62, pay the insurance money to some person competent to receive it or into court, the court may, on application of any person, order that the insurance money or any part of it be paid into court, or may make such other order as to the distribution of the money as it **considers** just, and payment made in accordance with the order discharges the insurer to the extent of the amount paid.

RS1979-200-169; 2009-16-49 (B.C. Reg. 213/2011).

**Costs**(AM)  
Jul  
01/12**76.**

The court may fix without taxation the costs incurred in connection with an application or order made under section 71 or 75, and may order them to be paid out of the insurance money or by the insurer or the applicant, or otherwise as it **considers** just.

RS1979-200-170; 2009-16-49 (B.C. Reg. 213/2011).

**Minors**(SUB)  
Jul  
01/12**77. (1)**

If an insurer admits liability for insurance money payable to a minor or for insurance money payable to a trustee for a beneficiary who is a minor, the insurer must, within 30 days after receiving the evidence referred to in section 62,

- (a) **in the case of money payable to a minor, other than a minor referred to in paragraph (b), pay the money in trust for the minor to**
- (i) **a trustee for the minor appointed in relation to that money by the insured or group life insured in a contract or by a declaration, or**
- (ii) **if no trustee is appointed for the minor in relation to that money, the Public Guardian and Trustee,**
- (b) **in the case of money payable to a minor referred to in subsection (4), pay the money to the minor, and**
- (c) **in the case of money payable to a trustee for a beneficiary who is a minor, pay the money to the trustee.**

(SUB)  
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- (2) An insurer who makes a payment under subsection (1) (a) (i) or (c) must, within 30 days after the date of payment, give written notice to the Public Guardian and Trustee stating the name and address of the minor, the name and address of the trustee and the amount of the payment.
- (3) Payment of the insurance money referred to in subsection (1) discharges the insurer if the payment is made in accordance with subsection (1).

(ADD)  
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- (4) **A beneficiary who has reached the age of 18 years has the capacity of a person who has reached the age of 19 years for the purposes of receiving insurance money payable to the minor and giving a discharge for it.**

RS1979-200-171; 1995-11-10; RS1996(Supp)-226-1; 1993-64-30(1)(j); 1995-11-37; 2009-16-53 (B.C. Reg. 213/2011).

**(SUB) Payment to representative of a beneficiary**Jul  
01/12

- 78.** Despite section 77, if it appears to an insurer that a representative of a beneficiary who is a minor or otherwise under a legal disability may accept payments on behalf of the beneficiary under the law of the jurisdiction in which the beneficiary resides, the insurer may make payment to the representative, and the payment discharges the insurer to the extent of the amount paid.  
2009-16-54 (B.C. Reg. 213/2011).

**(SUB) Presumption against agency**Jul  
01/12

- 79.** An officer, agent or employee of an insurer, or a person soliciting insurance whether or not an agent of the insurer, must not be considered to be the agent of the insured, person whose life is insured, group life insured or debtor insured, to that person's prejudice, in respect of any question arising out of a contract.  
2009-16-55 (B.C. Reg. 213/2011).

**Insurer giving information**

- 80.** An insurer does not incur any liability for any default, error or omission in giving or withholding information as to any notice or instrument that it has received and that affects the insurance money.  
RS1979-200-174.

**PART 4 – Accident and Sickness Insurance****-- Sections 81 - 90 of Part 4 --****Definitions**

- 81.** In this Part:
- (AM) Jul 01/12 **"application"** means an application for insurance or for the reinstatement of insurance;
- (SUB) Jul 01/12 **"beneficiary"** means a person, other than the insured or the insured's personal representative, to whom or for whose benefit insurance money is made payable in a contract or by a declaration;
- (SUB) Jul 01/12 **"blanket insurance"** means group insurance that covers loss
- (a) arising from specific hazards incidental to or defined by reference to a particular activity or activities, and
  - (b) occurring during a limited or specified period not exceeding 6 months in duration;
- (AM) Jul 01/12 **"contract"** means a contract of insurance;
- (AM) Jul 01/12 **"creditor's group insurance"** means insurance effected by a creditor under which the lives or well being or both of a number of the creditor's debtors are insured severally under a single contract;
- (ADD) Jul 01/12 **"debtor insured"** means a debtor whose life or well being or both are insured under a contract of creditor's group insurance;

- (SUB)  
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01/12      **"declaration"** , except in sections 91.1 and 106, means an instrument signed by the insured
- (a) with respect to which an endorsement is made on the policy,
  - (b) that identifies the contract, or
  - (c) that describes the insurance or insurance fund or a part of the insurance or insurance fund,
- in which the insured
- (d) designates, or alters or revokes the designation of, the insured, the insured's personal representative or a beneficiary as one to whom or for whose benefit insurance money is to be payable, or
  - (e) makes, alters or revokes an appointment under section 102.3 (1) or a nomination referred to in section 107.3;
- (AM)  
Jul  
01/12      **"family insurance"** means insurance under which the lives or well being or both of the insured and one or more persons related to the insured by blood, marriage or adoption or because of a marriage-like relationship, including a marriage-like relationship between persons of the same gender, are insured under a single contract between an insurer and the insured;
- (ADD)  
Jul  
01/12      **"fraternal society"** means a society, order or association incorporated for the purpose of making with its members only, and not for profit, contracts of life insurance and accident and sickness insurance in accordance with its constitution, bylaws and rules and this Act;
- (AM)  
Jul  
01/12      **"group insurance"** means insurance other than creditor's group insurance and family insurance under which the lives or well being or both of a number of persons are insured severally under a single contract between an insurer and an employer or other person;
- (SUB)  
Jul  
01/12      **"group person insured"** means a person, called the "primary person", whose life or well being or both are insured under a contract of group insurance, but does not include a person whose life or well being or both are insured under the contract as a person dependent on or related to the primary person;
- (AM)  
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01/12      **"instrument"** includes a will;
- (SUB)  
Jul  
01/12      **"insurance"** means accident and sickness insurance;
- (SUB)  
Jul  
01/12      **"insured"** means
- (a) in the case of group insurance, in the provisions of this Part relating to the designation of beneficiaries or personal representatives as recipients of insurance money and their rights and status, the group person insured, and
  - (b) in all other cases, the person who makes a contract with an insurer;
- (AM)  
Jul  
01/12      **"person insured"** means a person in respect of an accident to whom, or in respect of whose sickness, insurance money is payable under a contract, but does not include a group person insured or debtor insured;
- (ADD)  
Jul  
01/12      **"spouse"** means a person who
- (a) is married to another person, or
  - (b) is living and cohabiting with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;
- "will"** includes a codicil.

RS1979-200-175; 2009-16-56 (B.C. Reg. 213/2011).

(ADD) **Application of Part 2**  
Jul

01/12

**81.1** Sections 10 and 11 apply to contracts of accident and sickness insurance.  
2009-16-57 (B.C. Reg. 213/2011).

**Application of Part**

(AM)  
Jul  
01/12

- 82.** (1) Despite any agreement, condition or stipulation to the contrary, but subject to regulations under section 192.1 of this Act and section 103 of the *Insurance Amendment Act, 2009*, this Part applies to a contract made in British Columbia on and after October 1, 1970 and sections 81 to 84, 91, 94 to 96, 100 and 102 to 118 apply also to a contract made in British Columbia before that day.
- (2) Sections 178 to 181, 183, 190 and 193 of Part V of the *Insurance Act*, R.S.B.C. 1979, c. 200, in force immediately before October 1, 1970 apply to a contract made in British Columbia before that day.

(SUB)  
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- (3) This Part does not apply to either of the following:
- (a) except as otherwise provided by regulation, insurance that is part of a contract of life insurance under which the insurer undertakes to pay insurance money, or to provide other benefits, in the event the person whose life is insured becomes disabled as a result of bodily injury or disease;
- (b) insurance that is part of a contract of life insurance under which the insurer undertakes to pay an additional amount of insurance money in the event of death by accident of the person whose life is insured.

RS1979-200-176; 2003-94-53 (B.C. Reg. 166/2006); 2009-16-58 (B.C. Reg. 213/2011).

**Group insurance**

- 83.** In the case of a contract of group insurance made with an insurer authorized to transact insurance in British Columbia at the time the contract was made, this Part applies in determining
- (a) the rights and status of beneficiaries and personal representatives as recipients of insurance money, if the group person insured was resident in British Columbia at the time he or she became insured, and
- (b) the rights and obligations of the group person insured if he or she was resident in British Columbia at the time he or she became insured.

RS1979-200-177.

(SUB) **Issuance and furnishing of policy**

Jul  
01/12

- 84.** (1) An insurer entering into a contract must
- (a) issue a policy, and
- (b) furnish to the insured the policy and a copy of the insured's application.
- (2) Subject to subsection (3), the provisions in
- (a) the application,
- (b) the policy,
- (c) any document attached to the policy when issued, and
- (d) any amendment to the contract agreed on in writing after the policy is issued
- constitute the entire contract.
- (3)

- In the case of a contract made by a fraternal society, the policy, the Act or instrument of incorporation of the society, its constitution, bylaws and rules, and the amendments made to any of them, the application for the contract and the medical statement of the applicant constitute the entire contract.
- (4) Except in the case of a contract of group insurance or creditor's group insurance, an insurer, on request, must furnish to the insured or a claimant under the contract a copy of
    - (a) the entire contract as set out in subsection (2) or (3), as applicable, and
    - (b) any written statement or other record provided to the insurer as evidence of insurability under the contract.
  - (5) In the case of a contract of group insurance, an insurer,
    - (a) on request, must furnish to a group person insured or claimant under the contract, a copy of
      - (i) the group person insured's application, and
      - (ii) any written statement or other record, not otherwise part of the application, provided to the insurer as evidence of the insurability of the group person insured under the contract, and
    - (b) on request and reasonable notice, must permit a group person insured or claimant under the contract to examine, and must furnish to that person, a copy of the policy of group insurance.
  - (6) In the case of a contract of creditor's group insurance, an insurer,
    - (a) on request, must furnish to a debtor insured or claimant under the contract a copy of
      - (i) the debtor insured's application, and
      - (ii) any written statement or other record, not otherwise part of the application, provided to the insurer as evidence of the insurability of the debtor insured under the contract, and
    - (b) on request and reasonable notice, must permit a debtor insured or claimant under the contract to examine, and must furnish to that person, a copy of the policy of creditor's group insurance.
  - (7) An insurer may charge a reasonable fee to cover its expenses in furnishing copies of documents under subsection (4), (5) or (6), other than the first copy furnished to each person.
  - (8) Access to the documents described in subsections (5) (b) and (6) (b) does not extend to
    - (a) information contained in those documents that would reveal personal information, as defined in the *Personal Information Protection Act*, about a person without that person's consent, other than information about
      - (i) the group person insured or debtor insured in respect of whom the claim is made, or
      - (ii) the person who requests the information, or
    - (b) information prescribed by regulation.
  - (9) A claimant's access to documents under subsections (4) to (6) extends only to information that is relevant to
    - (a) a claim under the contract, or
    - (b) a denial of such a claim.

2009-16-59 (B.C. Reg. 213/2011).

### Exceptions

(SUB)  
Jul  
01/12

- 85.** (1) This section does not apply to a contract

- (a) of group insurance,  
 (b) of creditor's group insurance, or  
 (c) made by a fraternal society.
- (2) An insurer must set out in the policy the following:
- (a) the name or a sufficient description of the insured and of the person insured;
- (AM) Jul 01/12  
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 (ADD) Jul 01/12
- (b) **the amount, or the method of determining the amount**, of the insurance money payable and the conditions under which it becomes payable;
- (c) **the amount, or the method of determining the amount**, of the premium and the period of grace, if any, within which it may be paid;
- (d) the conditions on which the contract may be reinstated if it lapses;
- (e) the term of the insurance or the method of determining **the dates on which the insurance starts and terminates**;
- (f) **the following statement:**
- Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.**
- (ADD) Jul 01/12
- (3) **If a policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable, the front page of the policy must include the following statement in conspicuous bold type:**

**This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.**

RS1979-200-179; 2009-16-60 (B.C. Reg. 213/2011).

### Contents of group policy

- (AM) Jul 01/12
- 86.** In the case of a contract of group insurance **or creditor's group insurance**, an insurer must set out in the policy the following:
- (AM) Jul 01/12  
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 (AM) Jul 01/12  
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- (a) the name or a sufficient description of the insured;
- (b) the method of determining **the persons whose lives or well being or both are insured**;
- (c) **the amount, or the method of determining the amount**, of the insurance money payable and the conditions under which it becomes payable;
- (d) the period of grace, if any, within which the premium may be paid;
- (e) the term of the insurance or the method of determining **the dates on which the insurance starts and terminates**;
- (f) **in the case of a contract of group insurance, any provision removing or restricting the right of a group person insured to designate persons to whom or for whose benefit insurance money is to be payable**;
- (g) **in the case of a contract of group insurance that replaces another contract of group insurance on some or all of the group person insureds under the replaced contract, whether a designation of a group person insured, a group person insured's personal representative or a beneficiary as a person to whom or for whose benefit insurance money is to be payable under the replaced contract applies to the replacing contract**;
- (h) **the following statement:**

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Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

RS1979-200-180; 2009-16-61 (B.C. Reg. 213/2011).

### Contents of group certificate

(AM)  
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**87. (1)** In the case of a contract of group insurance or creditor's group insurance, an insurer must issue, for delivery by the insured to each group person insured or debtor insured, a certificate or other document in which are set out the following:

(SUB)  
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(a) the name of the insurer and a sufficient identification of the contract;  
(b) the amount, or the method of determining the amount, of insurance on the group person insured or debtor insured and on any person insured;

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(c) the circumstances under which the insurance terminates, and the rights, if any, on termination of the insurance of the group person insured or debtor insured and of any person insured;

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(d) in the case of a contract of group insurance that contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable,  
(i) the method of determining the persons to whom or for whose benefit the insurance money is or may be payable, and  
(ii) the following statement in conspicuous bold type:

This policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable;

(ADD)  
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(e) in the case of a contract of group insurance that replaces another contract of group insurance on some or all of the group person insureds under the replaced contract, whether a designation of a group person insured, a group person insured's personal representative or a beneficiary, as a person to whom or for whose benefit insurance money is to be payable under the replaced contract applies to the replacing contract;

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(f) the rights of the group person insured, the debtor insured or a claimant under the contract to obtain copies of documents under section 84 (5) or (6);

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(g) the following statement:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

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**(2)** This section does not apply to a contract  
(a) of blanket insurance, or  
(b) of group insurance of a nonrenewable type issued for a term not exceeding 6 months.

RS1979-200-181; 2009-16-62 (B.C. Reg. 213/2011).

### Exceptions or reductions

**88. (1)** Subject to section 89 and except as otherwise provided in this section, the insurer must set out in the policy every exception or reduction affecting the amount payable under the contract, either in the provision affected by the exception or reduction, or under a heading such as "Exceptions" or "Reductions".



- (2) If the exception or reduction affects only one provision in the policy, it must be set out in that provision.
- (3) If the exception or reduction is contained in an endorsement, insertion or rider, the endorsement, insertion or rider must, unless it affects all amounts payable under the contract, make reference to the provisions in the policy affected by the exception or reduction.
- (4) The exception or reduction mentioned in section 101 need not be set out in the policy.
- (5) **This section does not apply to a contract**
- (a) of group insurance,
- (b) of creditor's group insurance, or
- (c) made by a fraternal society.

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RS1979-200-182; 2009-16-63 (B.C. Reg. 213/2011).

### Statutory conditions

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**89.**

Subject to section 90, the conditions set out in this section are deemed to be part of every contract, other than a contract of group insurance or creditor's group insurance, and must be printed on or attached to the policy forming part of the contract under the heading "Statutory Conditions", and no variation or omission of or addition to any statutory condition not authorized by section 90 is binding on the insured.

## STATUTORY CONDITIONS

### The contract

1. The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract and no agent has authority to change the contract or waive any of its provisions.

### Material facts

2. No statement made by the insured or a person insured at the time of application for the contract may be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

### Changes in occupation

3. (1) If after **this policy** is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in **the** contract, the liability under **the** contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks, and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- (2) If the person insured **changes occupation** from that stated in **the** contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer must either

- (a) reduce the premium rate, or
- (b) issue a policy for the unexpired term of **the** contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and must refund to the insured the amount by which the unearned premium on **the** contract exceeds the premium at the lower rate for the unexpired term.

#### Termination of insurance

4. (1) The contract may be terminated
  - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
  - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - (b) the refund must accompany the notice.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium calculated to the date of receipt of the notice according to the table in use by the insurer at the time of termination.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

#### Notice and proof of claim

5. (1) The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, must
  - (a) give written notice of claim to the insurer
    - (i) by delivery of **the notice**, or by sending it by registered mail to the head office or chief agency of the insurer in **the province**, or
    - (ii) by delivery of **the notice** to an authorized agent of the insurer in **the province**,

not later than 30 days **after** the date a claim arises under the contract on account of an accident, sickness or disability,
  - (b) within 90 days after the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof, as is reasonably possible in the circumstances, of
    - (i) the happening of the accident or the start of the

- sickness or disability,
  - (ii) the loss caused by the accident, sickness or disability,
  - (iii) the right of the claimant to receive payment,
  - (iv) the claimant's age, and
  - (v) if relevant, the beneficiary's age, and
- (c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim is made under the contract and, in the case of sickness or disability, its duration.

#### **Failure to give notice or proof**

- (2) Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if
- (a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the accident or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
  - (b) in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

#### **Insurer to furnish forms for proof of claim**

6. The insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

#### **Rights of examination**

7. As a condition precedent to recovery of insurance money under the contract,
- (a) the claimant must give the insurer an opportunity to examine the person of the person insured when and as often as it reasonably requires while the claim under this contract is pending, and
  - (b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

#### **When money payable other than for loss of time**

8. All money payable under the contract, other than benefits for loss of time, must be paid by the insurer within 60 days after it has received proof of claim.

**When loss of time benefits payable**

9. The initial benefits for loss of time must be paid by the insurer within 30 days after it has received proof of claim, and payment must be made after that **date** in accordance with the terms of the contract but not less frequently than once in each succeeding 60 days while the insurer remains liable for the payments if the **person insured, when required to do so, furnishes proof of continuing sickness or disability before payment.**

RS1979-200-184; 2009-16-64 (B.C. Reg. 213/2011).

**Omission or variation of conditions**

90. (1) If a statutory condition is not applicable to the benefits provided by the contract, it may be omitted from the policy or varied so that it will be applicable.
- (AM) Jul 01/12 (2) **Statutory Conditions 3 and 7** may be omitted from the policy if the contract does not contain any provisions respecting the matters dealt with in them.
- (AM) Jul 01/12 (3) **Statutory Condition 4** must be omitted from the policy if the contract does not provide that it may be terminated by the insurer prior to the expiry of any period for which a premium has been accepted.
- (AM) Jul 01/12 (4) **Statutory Conditions 3, 4, and 7**, and, subject to the restriction in subsection (5), **Statutory Condition 5** may be varied; but if by reason of the variation the contract is less favourable to the insured, a person insured, or a beneficiary than it would be if the condition had not been varied, the condition is deemed to be included in the policy in the form in which it appears in section 89.
- (AM) Jul 01/12 (5) **Statutory Condition 5 (1) (a) and (b)** may not be varied in policies providing benefits for loss of time.
- (SUB) Jul 01/12 (6) **Statutory Conditions 8 and 9 may be varied by shortening the periods set out in them.**
- (7) The title of a statutory condition must be reproduced in the policy along with the statutory condition, but the number of a statutory condition may be omitted.
- (8) In the case of a contract made by a fraternal society,
- (AM) Jul 01/12 (a) the following provision must be printed on every policy in substitution for **Statutory Condition 1:**

**The contract**

1. This policy, the Act or instrument of incorporation of the society, its constitution, bylaws, and rules, and the amendments made from time to time to any of them, the application for the contract and the medical statement of the applicant, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
- and

- (AM) Jul 01/12 (b) **Statutory Condition 4 (1) (b) and (3)** must not be printed on the policy.

2009-16-65 (B.C. Reg. 213/2011).

**-- Sections 91 - 118 of Part 4 --**

**Notice of statutory conditions**(AM)  
Jul  
01/12

**91.** In the case of a policy of accident **and sickness** insurance of a nonrenewable type issued for a term of 6 months or less or in relation to a ticket of travel, the statutory conditions need not be printed on or attached to the policy if the policy contains the following notice **printed in conspicuous bold**:

Despite any other provision contained in the contract, the contract is subject to the statutory conditions in the *Insurance Act* respecting contracts of accident and sickness insurance.

RS1979-200-185; 2009-16-66 (B.C. Reg. 213/2011).

**(ADD) Limitation of actions**Jul  
01/12

- 91.1** (1) Subject to subsections (2) and (5), an action or proceeding against an insurer for the recovery of insurance money payable in the event of a person's death must be commenced not later than the earlier of
- (a) 2 years after the proof of claim is furnished, and
  - (b) 6 years after the date of the death.
- (2) Subject to subsection (5), if a declaration has been made under the *Survivorship and Presumption of Death Act*, an action or proceeding referred to in subsection (1) must be commenced not later than 2 years after the date of the declaration.
- (3) Subject to subsection (5), an action or proceeding against an insurer for the recovery of insurance money not referred to in subsection (1) must be commenced not later than 2 years after the date the claimant knew or ought to have known of the first instance of the loss or occurrence giving rise to the claim for insurance money.
- (4) If insurance money is not payable unless a loss or occurrence continues for a period of time specified in the contract, the date of the first instance of the loss or occurrence for the purposes of subsection (3) is deemed to be the first day after the end of that period.
- (5) An action or proceeding against an insurer for the recovery of insurance money payable on a periodic basis must be commenced not later than the later of
- (a) the last day of the applicable period under subsection (1), (2), (3) or (4) for commencing an action or proceeding, and
  - (b) if insurance money was paid, 2 years after the date the next payment would have been payable had the insurer continued to make periodic payments.

2009-16-67 (B.C. Reg. 213/2011).

**(ADD) Sufficiency of proof and role of court**Jul  
01/12

**91.2** Sections 67 to 70 of Part 3 apply with the necessary changes in the case of insurance money payable under this Part in the event of a person's death and, for that purpose, a reference in those sections to section 62 must be read as a reference to Statutory Condition 5 (1) set out in section 89.

2009-16-67 (B.C. Reg. 213/2011).

**(SUB) Termination for non-payment**Jul  
01/12

- 92.** (1) If a policy evidencing a contract or a certificate evidencing the renewal of a contract is delivered to the insured and the initial premium due under the contract or renewal has not been fully paid,
- (a) the contract or the renewal of it evidenced by the policy or certificate is as binding on the insurer as if the premium had been paid even if the policy or certificate was delivered by an officer or an agent of the insurer who did not have authority to deliver it, and
  - (b) the contract may be terminated for non-payment of the premium by the insurer giving
    - (i) 15 days' notice of termination by registered mail, or
    - (ii) 5 days' written notice of termination personally delivered.
- (2) If a premium referred to in subsection (1) has not been fully paid, the insurer may do one or both of the following:
- (a) sue for any unpaid premium;
  - (b) if there is a claim under the contract, except in the case of a contract of group insurance or creditor's group insurance, deduct the amount of the unpaid premium from the amount for which the insurer is liable under the contract.
- (3) If a premium, other than a premium referred to in subsection (1), is not fully paid at the time it is due, the premium may be paid within
- (a) a period of grace of 30 days after the date the premium is due, or
  - (b) the period of grace within which the premium may be paid, if any, specified in the contract,
- whichever is the longer period.
- (4) If the event on which the insurance money becomes payable occurs during the period of grace and before the overdue premium is paid, the contract is deemed to be in effect as if the premium had been paid at the time it was due.
- (5) Except in the case of a contract of group insurance or creditor's group insurance, the amount of the unpaid premium under subsection (4) may be deducted from the amount for which the insurer is liable under the contract.
- (6) The 15 day period referred to in subsection (1) (b) (i) starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.
- (7) Subsection (1) does not apply to a contract made by a fraternal society.
- 2009-16-68 (B.C. Reg. 213/2011).

(REP) **Repealed**

Jul  
01/12

**93.** *Repealed.* [2009-16-69 (B.C. Reg. 213/2011)]

(REP) **Repealed**

Jul  
01/12

**94.** *Repealed.* [2009-16-70 (B.C. Reg. 213/2011)]

### **Lack of insurable interest**

- 95.** (1) Subject to subsection (2), if at the time a contract would otherwise take effect, the insured has no insurable interest, the contract is void.
- (2) A contract is not void for lack of insurable interest

- (a) if it is a contract of group insurance, or
  - (b) if the person insured has consented in writing to the insurance.
- (3) If the person insured is under the age of 16 years, consent to the insurance may be given by one of his or her parents or by a person standing in the place of a parent.

RS1979-200-189.

**(ADD)Persons insurable**Jul  
01/12

- 95.1** Without restricting the meaning of "insurable interest", a person, in this section called the "primary person", has an insurable interest,
- (a) in the case of a primary person who is a natural person, in his or her own life and well being and in the lives and well being of the following:
    - (i) the primary person's child or grandchild;
    - (ii) the primary person's spouse;
    - (iii) a person on whom the primary person is wholly or partly dependent for, or from whom the primary person is receiving, support or education;
    - (iv) the primary person's employee;
    - (v) a person in the duration of whose life or in whose well being the primary person has a pecuniary interest, and
  - (b) in the case of a primary person that is not a natural person, in the lives and well being of the following:
    - (i) the primary person's director, officer or employee;
    - (ii) a person in the duration of whose life or in whose well being the primary person has a pecuniary interest.

2009-16-70 (B.C. Reg. 213/2011).

**(ADD)Termination of contract by court**Jul  
01/12

- 95.2** (1) If
- (a) a person whose life or well being or both are insured under a contract is someone other than the insured, and
  - (b) the person reasonably believes that their life or health might be endangered by the insurance on their life or well being or both continuing under that contract,
- on the application of that person, the court may make the orders the court considers just in the circumstances.
- (2) Without limiting subsection (1), the orders that the court may make under subsection (1) include
- (a) an order that the insurance on that person under the contract be terminated in accordance with the terms of the contract, other than any terms respecting notice of termination, and
  - (b) an order that the amount of insurance under the contract be reduced.
- (3) An application under subsection (1) must be made on at least 30 days' notice to the insured, the beneficiary, the insurer and any other person the court considers to have an interest in the contract.
- (4) Despite subsection (3), if the court considers it just to do so, the court may dispense with the notice in the case of a person other than

- (a) the insurer, or
  - (b) if the contract is a contract of group insurance or creditor's group insurance, the insured.
- (5) An order made under subsection (1) binds any person having an interest in the contract.

2009-16-71 (B.C. Reg. 213/2011).

(SUB) **Capacity of minors**

Jul  
01/12

- 96.** Except in respect of his or her rights as a beneficiary, a minor who has reached the age of 16 years has the capacity of a person of the age of 19 years
- (a) to make an enforceable contract, and
  - (b) in respect of a contract.

2009-16-72 (B.C. Reg. 213/2011).

(SUB) **Duty to disclose**

Jul  
01/12

- 97.** (1) An applicant for insurance and a person to be insured must each disclose to the insurer in the application, on a medical examination, if any, and in any written statements or answers furnished as evidence of insurability, every fact within the applicant's or person's knowledge that is material to the insurance and is not so disclosed by the other.
- (2) Subject to sections 98 and 101 and subsection (3) of this section, a failure to disclose, or a misrepresentation of, a fact referred to in subsection (1) renders the contract voidable by the insurer.
- (3) A failure to disclose or misrepresentation referred to in subsection (1) relating to evidence of insurability with respect to an application for
- (a) additional coverage under a contract,
  - (b) an increase in insurance under a contract, or
  - (c) any other change to insurance after the policy is issued
- renders the contract voidable by the insurer but only in relation to the addition, increase or change.

2009-16-73 (B.C. Reg. 213/2011).

(SUB) **Failure to disclose**

Jul  
01/12

- 98.** (1) Subject to section 101 and subsections (2) to (4) of this section, if a contract, including renewals of it, or an addition, increase or change referred to in section 97 (3), has been in effect for 2 years with respect to a person insured, a failure to disclose, or a misrepresentation of, a fact required by section 97 to be disclosed in respect of that person insured does not, in the absence of fraud, render the contract voidable.
- (2) In the case of a contract of group insurance or creditor's group insurance, a failure to disclose, or a misrepresentation of, a fact required by section 97 to be disclosed in respect of a group person insured, a person insured or a debtor insured does not render the contract voidable, but
- (a) if the failure to disclose or misrepresentation relates to evidence of insurability specifically requested by the insurer at the time of application



- for the insurance in respect of the person, the insurance in respect of that person is voidable by the insurer, and
- (b) if the failure to disclose or misrepresentation relates to evidence of insurability specifically requested by the insurer at the time of application for an addition, increase or change referred to in section 97 (3) in respect of the person, the addition, increase or change in respect of that person is voidable by the insurer,
- unless the insurance, addition, increase or change has been in effect for 2 years during the lifetime of that person, in which case the insurance, addition, increase or change is not, in the absence of fraud, voidable.
- (3) If a claim arises from a loss incurred or a disability beginning before a contract, including renewals of it, has been in effect for 2 years with respect to the person in respect of whom the claim is made, subsection (1) does not apply to that claim.
- (4) If a claim arises from a loss incurred or a disability beginning before the addition, increase or change has been in effect for 2 years with respect to the person in respect of whom the claim is made, subsection (1) does not apply to that claim.
- 2009-16-74 (B.C. Reg. 213/2011).

### Application of incontestability to reinstatement

- 99.** Sections 97 and 98 apply, as far as applicable and with the necessary changes, to a failure at the time of reinstatement of a contract to disclose or a misrepresentation at that time, and the period of 2 years to which reference is made in section 98 begins to run in respect of a reinstatement from the date of reinstatement.

RS1979-200-193.

### Pre-existing conditions

- (AM) **100.** If a contract contains a general exception or reduction with respect to pre-existing disease or physical conditions and **the person insured, group person insured or debtor insured** suffers or has suffered from a disease or physical condition that existed before the date the contract came into force with respect to that person and the disease or physical condition is not by name or specific description excluded from the insurance respecting that person,
- Jul 01/12
- (AM) (a) the prior existence of the disease or physical condition is not, except in the case of fraud, available as a defence against liability in whole or in part for a loss incurred or a disability beginning after the contract, including renewals of it, has been in **effect** continuously for 2 years immediately before the date of loss incurred or commencement of disability with respect to that person, and
- Jul 01/12
- (AM) (b) the **prior** existence of the disease or physical condition is not, except in the case of fraud, available as a defence against liability in whole or in part if the disease or physical condition was disclosed in the application for the contract.
- Jul 01/12
- RS1979-200-194; 2009-16-75 (B.C. Reg. 213/2011).

### Misstatement of age

- 101.** (1) Subject to subsections (2) and (3), if the age of the person insured has been misstated to the insurer, then, at the option of the insurer, either
- (AM) (a) the benefits payable under the contract **may** be increased or decreased to the amount that would have been provided for the same premium at the
- Jul 01/12

- correct age, or
- (b) the premium may be adjusted in accordance with the correct age as of the date the person insured became insured.
- (AM) Jul 01/12 (2) In the case of a contract of group insurance **or creditor's group insurance**, if there is a misstatement to the insurer of the age of a **group person insured, person insured or debtor insured**, the provisions, if any, of the contract with respect to age or misstatement of age apply.
- (AM) Jul 01/12 (3) If the age of a person affects the commencement or termination of the insurance, the **correct** age governs.

RS1979-200-195; 2009-16-76 (B.C. Reg. 213/2011).

**(ADD) Termination and replacement of group policies**

Jul  
01/12

- 101.1** (1) If a contract of group insurance or a benefit provision in a contract of group insurance is terminated, the insurer continues, as though the contract or benefit provision had remained in full force and effect, to be liable to pay to or in respect of a group person insured under the contract benefits relating to
- (a) loss of income because of disability,
  - (b) death,
  - (c) dismemberment, or
  - (d) accidental damage to natural teeth,
- arising from an accident or sickness that occurred before the termination of the contract or benefit provision, if the disability, death, dismemberment or accidental damage to natural teeth is reported to the insurer within the 6 month period following the termination or a longer continuous period specified in the contract.
- (2) Despite subsection (1), an insurer does not remain liable under a contract or benefit provision described in that subsection to pay a benefit for loss of income for the recurrence of a disability after both of the following occur:
- (a) the termination of the contract or benefit provision;
  - (b) a continuous period of 6 months, or any longer period provided in the contract, during which the group person insured was not disabled.
- (3) An insurer that is liable under subsection (1) to pay a benefit for loss of income as a result of the disability of a group person insured is not liable to pay the benefit for any period longer than the portion remaining, at the date the disability began, of the maximum period provided under the contract for the payment of a benefit for loss of income in respect of a disability of the group person insured.
- (4) If a contract of group insurance, in this subsection called the "replacement contract", is entered into within 31 days after the termination of another contract of group insurance, in this subsection called the "other contract", and that replacement contract insures some or all of the same group person insureds as the other contract,
- (a) the replacement contract is deemed to provide that any person who was insured under the other contract at the time of its termination is insured under the replacement contract from and after the termination of the other contract if
    - (i) the insurance on that person under the other contract terminated by reason only of the termination of the other contract, and
    - (ii) the person is a member of a class eligible for insurance under the replacement contract,

- (b) every person who was insured under the other contract and who is insured under the replacement contract is entitled to receive credit for any deductible earned before the effective date of the replacement contract, and
- (c) no person who was insured under the other contract at the time of its termination may be excluded from eligibility under the replacement contract by reason only of not being actively at work on the effective date of the replacement contract,

and, despite subsection (1), if the replacement contract provides that all benefits required to be paid under subsection (1) by the insurer of the other contract are to be paid instead under the replacement contract, the insurer of the other contract is not liable to pay those benefits.

2009-16-77 (B.C. Reg. 213/2011).

(SUB) **Designation of beneficiary**

Jul

01/12

- 102.** (1) Subject to subsection (4), an insured may in a contract or by a declaration designate the insured, the insured's personal representative or a beneficiary as a person to whom or for whose benefit insurance money is to be payable.
- (2) Subject to section 102.1, an insured may by declaration alter or revoke a designation referred to in subsection (1).
- (3) A designation in favour of the "heirs", "next of kin" or "estate" of an insured, or the use of words having a similar meaning in a designation, is deemed to be a designation of the personal representative of the insured.
- (4) Subject to the regulations, an insurer may restrict or exclude in a contract the right of an insured to designate persons to whom or for whose benefit insurance money is to be payable.
- (5) A contract of group insurance replacing another contract of group insurance on some or all of the group person insureds under the replaced contract may provide that a designation applicable to the replaced contract of a group person insured, a group person insured's personal representative or a beneficiary as a person to whom or for whose benefit insurance money is to be payable is deemed to apply to the replacing contract.
- (6) If a contract of group insurance replacing another contract of group insurance provides that a designation referred to in subsection (5) is deemed to apply to the replacing contract,
- (a) each certificate in respect of the replacing contract must indicate that the designation under the replaced contract has been carried forward and that the group person insured should review the existing designation to ensure it reflects the group person insured's current intentions, and
  - (b) as between the insurer under the replacing contract and a claimant under that contract, that insurer is liable to the claimant for any errors or omissions by the previous insurer in respect of the recording of the designation carried forward under the replacing contract.
- (7) If a beneficiary becomes entitled to insurance money and all or part of the insurance money remains with the insurer under a settlement option provided for in the contract or permitted by the insurer, that portion of the insurance money remaining with the insurer is deemed to be insurance money held under a contract of life insurance on the life of the beneficiary, and, subject to the provisions of the settlement option, the beneficiary has the same rights and interests with respect to the insurance money that an insured has under a contract of life insurance.

2009-16-78 (B.C. Reg. 213/2011).

**(ADD) Irrevocable designations**Jul  
01/12

- 102.1** (1) An insured may in a contract or by a declaration, other than a declaration that is part of a will, filed with the insurer at its head or principal office in Canada during the lifetime of the person whose life or well being or both are insured, designate a beneficiary irrevocably, and in that event the insured, while the beneficiary is living, may not alter or revoke the designation without the consent of the beneficiary, and the insurance money is not subject to the control of the insured or the claims of the insured's creditors and does not form part of the insured's estate.
- (2) If an insured purports to designate a beneficiary irrevocably in a will, or in a declaration that is not filed with the insurer, the designation has the same effect as if the insured had not purported to make it irrevocable.

2009-16-79 (B.C. Reg. 213/2011).

**(ADD) Designation in will**Jul  
01/12

- 102.2** (1) A designation in an instrument purporting to be a will is not ineffective by reason only of the fact that the instrument is invalid as a will or the designation is invalid as a bequest under the will.
- (2) Despite the *Wills Act*, a designation in a will is of no effect against a designation made later than the making of the will.
- (3) If a designation is contained in a will and subsequently the will is revoked by operation of law or otherwise, the designation is revoked.
- (4) If a designation is contained in an instrument that purports to be a will and the instrument, if it were valid as a will, would be revoked by operation of law or otherwise, the designation is revoked.

2009-16-79 (B.C. Reg. 213/2011).

**(ADD) Trustee for beneficiary**Jul  
01/12

- 102.3** (1) An insured may in a contract or by a declaration appoint a trustee for a beneficiary, and may alter or revoke the appointment by a declaration.
- (2) A payment made by an insurer to the trustee for a beneficiary discharges the insurer to the extent of the amount of the payment.

2009-16-83 (B.C. Reg. 213/2011).

**(ADD) Death of beneficiary**Jul  
01/12

- 102.4** (1) If a beneficiary predeceases the person insured or group person insured, as the case may be, and no disposition of the share of the deceased beneficiary in the insurance money is provided for in the contract or by declaration, the share is payable
- (a) to the surviving beneficiary,
- (b) if there is more than one surviving beneficiary, to the surviving

- beneficiaries in equal shares, or
- (c) if there is no surviving beneficiary, to the insured or group person insured, as the case may be, or his or her personal representative.
- (2) If 2 or more beneficiaries are designated otherwise than alternatively, but no division of the insurance money is made, the insurance money is payable to them in equal shares.
- (3) A beneficiary may disclaim the beneficiary's right to insurance money by filing notice in writing with the insurer at its head or principal office in Canada.
- (4) A notice of disclaimer filed under subsection (3) is irrevocable.
- (5) Subsection (1) applies in the case of a disclaiming beneficiary, or in the case of a beneficiary determined by a court to be disentitled to insurance money, as if the disclaiming or disentitled beneficiary predeceased the person whose life or well being or both are insured.

2009-16-81 (B.C. Reg. 213/2011).

(REP) **Repealed**

Jul  
01/12

**103.** *Repealed.* [2009-16-80 (B.C. Reg. 213/2011)]

(REP) **Repealed [re-enacted as section 102.4]**

Jul  
01/12

**104.** *Repealed, and re-enacted as section 102.4* [2009-16-81 (B.C. Reg. 213/2011)]

(ADD) **Enforcement of payment by beneficiary or trustee**

Jul  
01/12

**104.1** A beneficiary may enforce in the beneficiary's own name and for the beneficiary's own benefit, and a trustee appointed under section 102.3 may enforce as trustee, the payment of insurance money made payable to the beneficiary or trustee in the contract or by a declaration and in accordance with the provisions of it, but the insurer may set up any defence that it could have set up against the insured or the insured's personal representative.

2009-16-82 (B.C. Reg. 213/2011).

(REP) **Repealed [re-enacted as section 102.3]**

Jul  
01/12

**105.** *Repealed, and re-enacted as section 102.3* [2009-16-83 (B.C. Reg. 213/2011)]

**Documents affecting title and assignment**

- 106.** (1) Until an insurer receives at its head or principal office in Canada an instrument or an order of a court affecting the right to receive insurance money, or a notarial copy or a copy verified by statutory declaration of any such instrument or order, it may make payment of the insurance money and is as fully discharged to the extent of the amount paid as if there were no such instrument or order.
- (2) Subsection (1) does not affect the rights or interests of any person other than the insurer.
- (3) If an assignee of a contract gives notice in writing of the assignment to the insurer at its head or principal office in Canada, he or she has priority of interest as

- against
- (SUB) (a) any assignee other than one who gave notice earlier in like manner, and  
Jul  
01/12 (b) a beneficiary, other than one designated irrevocably as provided for in section 102.1 before the assignee gave notice to the insurer of the assignment in the manner provided for in this subsection.
- (ADD) (3.1) If a contract is assigned as security, the rights of a beneficiary under the contract  
Jul are affected only to the extent necessary to give effect to the rights and interests  
01/12 of the assignee.
- (4) If a contract is assigned unconditionally and otherwise than as security, the assignee has all the rights and interests given by the contract and by this Part to the insured, and is deemed to be the insured.
- (ADD) (4.1) Unless the document by which a contract is assigned specifies otherwise, an  
Jul assignment described in subsection (4) made on or after the date this section  
01/12 comes into force revokes
- (a) a designation of a beneficiary made before or after that date and not made irrevocably, and
- (b) a nomination referred to in section 107.3 made before or after that date.
- (SUB) (5) A contract may provide that the rights or interests of the insured or, in the case of  
Jul a contract of group insurance or creditor's group insurance, of the group person  
01/12 insured or debtor insured, as applicable, are not assignable.
- RS1979-200-200; 2009-16-84 (B.C. Reg. 213/2011).

### Insurance money exempt from seizure

- 107.** (1) If a beneficiary is designated, any insurance money payable to him or her is not, from the time of the happening of the event on which it becomes payable, part of the estate of the insured, and is not subject to the claims of the creditors of the insured.
- (SUB) (2) While there is in effect a designation in favour of any one or more of a spouse,  
Jul child, grandchild or parent of the person insured or group person insured, the  
01/12 insurance money and the rights and interests of the insured in the insurance money and in the contract so far as either relate to accidental death benefits are exempt from execution or seizure.
- RS1979-200-201; 2009-16-85 (B.C. Reg. 213/2011).

### (ADD) Assignment of insurance

Jul  
01/12

- 107.1** (1) If a beneficiary
- (a) is not designated irrevocably, or
- (b) is designated irrevocably but has attained the age of 19 years and consents, the insured may assign, exercise rights under or in respect of, surrender or otherwise deal with the contract as provided in the contract or in this Part or as may be agreed on with the insurer.
- (2) Despite section 102.1 (1), if a beneficiary is designated irrevocably and has not consented as described in subsection (1) (b) of this section, the insured may exercise any rights in respect of the contract that are prescribed by regulation.
- (3) Subject to the terms of a consent under subsection (1) (b) or a court order under subsection (4), if there is an irrevocable designation of a beneficiary under a contract, a person acquiring an interest in the contract takes that interest subject to the rights of that beneficiary.
- (4)

When a beneficiary who is designated irrevocably is unable to provide consent under subsection (1) (b) because of legal incapacity, an insured may apply to the court for an order permitting the insured to deal with the contract without that consent.

- (5) The court may grant an order under subsection (4) on any notice and terms it considers just.

2009-16-86 (B.C. Reg. 213/2011).

(ADD) **Entitlement to dividends**

Jul  
01/12

**107.2(1)** Despite the irrevocable designation of a beneficiary, the insured is entitled before his or her death to the dividends or bonuses declared on a contract, unless the contract provides otherwise.

- (2) Unless the insured directs otherwise, the insurer may apply the dividends or bonuses declared on the contract for the purpose of keeping the contract in force.

2009-16-86 (B.C. Reg. 213/2011).

(ADD) **Third party policies**

Jul  
01/12

**107.3(1)** Despite the *Wills Act*, if, in a contract or declaration, it is provided that a person named in the contract or declaration has, on the death of the insured, the rights and interests of the insured in the contract,

- (a) the rights and interests of the insured in the contract do not, on the death of the insured, form part of the insured's estate, and
- (b) on the death of the insured, the person named in the contract or declaration has the rights and interests given to the insured by the contract and by this Part and is deemed to be the insured.
- (2) If the contract or declaration provides that 2 or more persons named in the contract or in the declaration, on the death of the insured, have successively on the death of each of them the rights and interests of the insured in the contract, this section applies successively, so far as applicable and with the necessary changes, to each of those persons and their rights and interests in the contract.
- (3) Despite a nomination made under this section, the insured may, before his or her death,
- (a) assign, exercise rights under or in respect of, surrender or otherwise deal with the contract as if the nomination had not been made, and
- (b) subject to the terms of the contract, alter or revoke the nomination by declaration.

2009-16-86 (B.C. Reg. 213/2011).

**Group person insured enforcing rights**

(AM)  
Jul  
01/12

**108.** A group person insured may, in his or her own name, enforce a right given by a contract to him or her, or to a person insured under the contract as a person dependent on or related to him or her, subject to any defence available to the insurer **against the group person insured, such person insured or the insured.**

RS1979-200-202; 2009-16-87 (B.C. Reg. 213/2011).

(ADD) **Debtor insured's enforcement of rights**

Jul

01/12

- 108.1** (1) A debtor insured, or a debtor who is jointly liable for the debt with the debtor insured, may enforce in his or her own name the creditor's rights in respect of a claim arising in relation to the debtor insured, subject to any defence available to the insurer against the creditor or debtor insured.
- (2) Subject to subsection (3), if an insurer pays insurance money in respect of a claim under subsection (1), the insurer must pay the insurance money to the creditor.
- (3) If the debtor insured provides evidence satisfactory to the insurer that the insurance money exceeds the debt then owing to the creditor, the insurer may pay the excess directly to that debtor insured.
- 2009-16-88 (B.C. Reg. 213/2011).

### Simultaneous deaths

- (AM)  
Jul  
01/12
- 109.** Unless a contract or a declaration otherwise provides, if a person insured or group person insured and a beneficiary die at the same time or in circumstances rendering it uncertain which of them survived the other, **the insurance money is payable as if** the beneficiary had predeceased the person insured or group person insured.

RS1979-200-203; 2009-16-89 (B.C. Reg. 213/2011).

### Payment into court

- (SUB)  
Jul  
01/00
- 110.** (1) If an insurer admits liability for insurance money or any part of it and it appears to the insurer that
- (a) there are adverse claimants,
- (SUB)  
Jul  
01/12
- (b) **there is no person capable of giving and authorized to give a valid discharge who is willing to do so,**
- (c) the insurance money has become unclaimed property under the *Unclaimed Property Act*,
- (ADD)  
Jul  
01/12
- (d) **there is no person entitled to the insurance money, or**
- (ADD)  
Jul  
01/12
- (e) **the person to whom the insurance money is payable would be disentitled on public policy or other grounds,**
- the insurer may, without notice to any person, apply to the court for an order for payment of the money into court.
- (ADD)  
Jul  
01/00
- (1.1) On application under this section, the court may, on notice, if any, as it thinks necessary, make an order for payment of the insurance money into court.
- (ADD)  
Jul  
01/00
- (1.2) On payment into court of insurance money referred to in subsection (1) (c), Part 3 of the *Unclaimed Property Act* ceases to apply to that money.
- (AM)  
Jul  
01/00
- (2) The court may fix without taxation the costs incurred for an application or order made under this section, and may order the costs to be paid out of the insurance money or by the insurer, or otherwise as it deems just.
- (AM)  
Jul  
01/00
- (3) A payment made under an order under this section discharges the insurer to the extent of the payment.

RS1979-200-204; 1999-48-27 (B.C. Reg. 462/99); 2009-16-90 (B.C. Reg. 213/2011).

### Minors

- (SUB)  
Jul  
01/12
- 111.** (1) **If an insurer admits liability for insurance money payable to a minor or for insurance money payable to a trustee for a beneficiary who is a minor, the insurer, within 60 days after the contract conditions respecting payment are substantially fulfilled, or within a shorter period required under the contract, must**



- (a) in the case of money payable to a minor, other than a minor referred to in paragraph (b), pay the money in trust for the minor
- (i) to a trustee for the minor appointed in relation to that money by the insured or group person insured in a contract or by a declaration, or
- (ii) if no trustee is appointed for the minor in relation to that money, to the Public Guardian and Trustee,
- (b) in the case of money payable to a minor referred to in subsection (5), pay the money to the minor, and
- (c) in the case of money payable to a trustee for a beneficiary who is a minor, pay the money to the trustee.
- (REP) (2) *Repealed.* [2009-16-91 (B.C. Reg. 213/2011)]  
Jul  
01/12
- (AM) (3) An insurer who makes a payment under subsection (1) (a) (i) or (c) must, within  
Jul 30 days after the date of payment, give written notice to the Public Guardian and  
01/12 Trustee stating the name and address of the minor, the name and address of the trustee and the amount of the payment.
- (AM) (4) Payment of the insurance money referred to in subsection (1) discharges the  
Jul insurer if the payment is made in accordance with subsection (1).  
01/12
- (ADD) (5) A beneficiary who has reached the age of 18 years has the capacity of a person  
Jul who has reached the age of 19 years for the purposes of receiving insurance  
01/12 money payable to the minor and giving a discharge for it.
- RS1979-200-205; 1995-11-11; RS1996(Supp)-226-2; 1993-64-30(1)(j); 1995-11-37; 2009-16-91 (B.C. Reg. 213/2011).

**(SUB) Payment to representative of a beneficiary**Jul  
01/12

- 112.** Despite section 111, if it appears to an insurer that a representative of a beneficiary who is a minor or otherwise under a legal disability may accept payments on behalf of the beneficiary under the law of the jurisdiction in which the beneficiary resides, the insurer may make payment to the representative, and the payment discharges the insurer to the extent of the amount paid.  
2009-16-92 (B.C. Reg. 213/2011).

**Payments not exceeding \$2 000**(AM)  
Jul  
01/12

- 113.** Even though insurance money is payable to a person, the insurer may, if the contract provides, but subject always to the rights of an assignee, pay an amount not exceeding \$10 000 to

(AM)  
Jul  
01/12

- (a) a relative of a person insured or the group person insured, or

(AM)  
Jul  
01/12

- (b) a person appearing to the insurer to be equitably entitled to the insurance money by reason of having incurred expense for the maintenance, medical attendance or burial of a person insured or the group person insured, or to have a claim against the estate of a person insured or the group person insured in relation to such an expense,  
and any payment discharges the insurer to the extent of the amount paid.

RS1979-200-207; 2009-16-93 (B.C. Reg. 213/2011).

**Place of payment**(AM)  
Jul  
01/12

- 114.** (1) Subject to subsections (2), (4) and (5), insurance money is payable in British Columbia.

- (2) In the case of a contract of group insurance, insurance money is payable in the province or territory of Canada in which the group person insured was resident at the time the person became insured.
- (3) Unless a contract otherwise provides, a reference to dollars means Canadian dollars whether the contract by its terms provides for payment in Canada or elsewhere.
- (SUB) (4) If a person entitled to receive insurance money is not resident in British  
Jul Columbia, the insurer may pay the insurance money to that person or to any other  
01/12 person who is entitled to receive it on the person's behalf by the law of the jurisdiction in which the payee resides, and the payment discharges the insurer to the extent of the amount paid.
- (SUB) (5) If insurance money is payable under a contract to a deceased person who was not  
Jul resident in British Columbia at the date of their death or to that person's personal  
01/12 representative, the insurer may pay the insurance money to the deceased person's personal representative as appointed under the law of the jurisdiction in which the person was resident at the date of their death, and the payment discharges the insurer to the extent of the amount paid.

RS1979-200-208; 2009-16-94 (B.C. Reg. 213/2011).

### Action in British Columbia

- (AM) 115. Regardless of the place where a contract was made, a claimant who is a resident  
Jul of British Columbia may bring an action in British Columbia if the insurer was  
01/12 authorized to transact insurance in British Columbia at the time the contract was made or is so authorized at the time the action is brought.

RS1979-200-209; 2009-16-95 (B.C. Reg. 213/2011).

### Insurer giving information

116. An insurer does not incur any liability for any default, error or omission in giving or withholding information as to any notice or instrument that it has received and that affects the insurance money.

RS1979-200-210.

### Undue prominence

117. The insurer must not in the policy give undue prominence to any provision or statutory condition as compared to other provisions or statutory conditions, unless the effect of that provision or statutory condition is to increase the premium or decrease the benefits otherwise provided for in the policy.

RS1979-200-211.

### (SUB) Presumption against agency

Jul  
01/12

118. An officer, agent or employee of an insurer, or a person soliciting insurance whether or not an agent of the insurer, must not be considered to be the agent of the insured, person insured, group person insured or debtor insured, to that person's prejudice, in respect of any question arising out of a contract.

2009-16-96 (B.C. Reg. 213/2011).

## PART 5 – Repealed

(REP) **119. to 131. Repealed**Jul  
01/12**119.** to **131.** *Repealed.* [2009-16-97 (B.C. Reg. 213/2011)]

## PART 6

(REP) **132. to 188. Repealed**Jun  
01/07**132.** Sections **132.** to **188.** *Repealed.* [2003-94-56 (B.C. Reg. 166/2006)]

## PART 7 – Miscellaneous Classes and Subclasses of Insurance

(REP) **Repealed**Jul  
01/12**189.** *Repealed.* [2009-16-98 (B.C. Reg. 213/2011)](ADD) **Application of Part 2**Jul  
01/12**189.01** The Lieutenant Governor in Council may make regulations applying specified provisions of Part 2 to home warranty insurance or deposit protection contracts.  
2009-16-99 (B.C. Reg. 213/2011).

### Home warranty insurance

(ADD) **189.1 (1)** In this section:  
May  
01/99

**"home warranty certificate"** means a certificate, issued by an insurer providing home warranty insurance to an owner, that sets out the terms and conditions of the home warranty insurance;

**"home warranty insurance"** means a contract of insurance covering defects in the construction of a new home or renovation, and consequential losses or costs incurred by the owner;

**"new home"** has the same meaning as in section 1 of the *Homeowner Protection Act*;

**"owner"** has the same meaning as in section 1 of the *Homeowner Protection Act*;

**"renovation"** has the same meaning as in section 1 of the *Homeowner Protection Act*.

(2) If mandatory conditions for home warranty insurance are required by regulations made under this Act

(a) the mandatory conditions are deemed to be part of the home warranty insurance and must be printed in every home warranty certificate under the heading "Mandatory Conditions", and

(b) no variation or omission of or addition to a mandatory condition is binding on the insured.

(3) The home warranty insurance must provide coverage at least equal to the minimum standards set out in the regulations and, if the home warranty insurance

does not, in any of its provisions, provide coverage at least equal to the prescribed minimum coverage, the coverage provided in the relevant provisions of the contract is deemed to be replaced by the appropriate prescribed minimum coverage.

- (4) The home warranty insurance must not contain
  - (a) any term which purports to waive, exclude, limit or qualify the home warranty insurance except as may be permitted by regulation, or
  - (b) any exclusions from coverage except as permitted by regulation, and any such term or exclusion has no effect.
- (5) A person must not waive or invalidate home warranty insurance except as may be permitted by the regulations, and any such waiver or invalidation has no effect.
- (6) The home warranty insurance is enforceable even if there is no privity of contract between the owner and the insurer.

1998-31-39.

### Interpretation for purposes of deposit protection contracts

(ADD)  
Jan  
01/05

**189.2**(1) In this section, sections 189.3 to 189.6 and section 192 (5):

**"deposit protection contract"** means a contract indemnifying an insured against the losses described in section 189.3 (1);

**"developer"** and **"development unit"** have the same meanings as in the *Real Estate Development Marketing Act*;

**"insured"** means the purchaser for whose benefit a deposit protection contract is entered into by the developer of the purchaser's development unit;

**"purchase agreement"** and **"purchaser"** have the same meanings as in the *Real Estate Development Marketing Act*.

- (2) For the purposes of applying Part 2 in relation to a deposit protection contract, the definition of "insured" in subsection (1) applies.

2004-41-54.

### Deposit protection contracts

(ADD)  
Jan  
01/05

**189.3**(1) A deposit protection contract must indemnify the insured against the loss of

- (a) a deposit described in section 18 (1) of the *Real Estate Development Marketing Act* paid by the insured to the developer, and
- (b) if the developer has agreed to pay the insured interest on the deposit, interest

that results because the developer fails to do both the following:

- (c) ensure that the events required under section 18 (3) (b) to (d) of the *Real Estate Development Marketing Act* occur within the time established for that purpose in the purchase agreement;
  - (d) return the deposit, and interest if applicable, to the insured in accordance with the purchase agreement.
- (2) If mandatory conditions for deposit protection contracts are prescribed,
    - (a) the mandatory conditions are deemed to be part of a deposit protection contract and must be printed in every deposit protection contract under the heading "Mandatory Conditions", and
    - (b) no variation or omission of, or addition to, a mandatory condition is binding on an insured.
  - (3) A deposit protection contract must not contain

- (a) a term that purports to waive, exclude or qualify the deposit protection contract, or
  - (b) an exclusion from coverage except as authorized by regulation.
- (4) A term referred to in subsection (3) (a) and an exclusion referred to in subsection (3) (b) have no effect.
- (5) A person must not waive or invalidate a deposit protection contract except as authorized by regulation and a waiver or invalidation contrary to the regulations has no effect.

2004-41-54.

### How deposit protection contract affected by parties

(ADD)  
Jan  
01/05

**189.4**(1) A deposit protection contract is enforceable by the insured whether or not

- (a) there is privity of contract between the insured and the insurer, or
  - (b) the premium is paid.
- (2) A developer who enters into a deposit protection contract is responsible for payment of the premiums in respect of the contract and may not charge the insured for that cost as a separate item.
- (3) If a premium in respect of a deposit protection contract remains unpaid on or after its due date, the insurer may sue only the developer for the unpaid premium and may not deduct the amount of the premium from the amount for which the insurer is liable under the deposit protection contract.

2004-41-54.

### Insurer to furnish copy of deposit protection contract and form for claim

(ADD)  
Jan  
01/05

**189.5**(1) It is the duty of an insurer to provide

- (a) a true copy of a deposit protection contract to the developer that entered into the deposit protection contract, and
  - (b) the original or a true copy of the deposit protection contract to the trustee under section 18 (1) of the *Real Estate Development Marketing Act* who holds the insured's deposit.
- (2) Immediately on receipt of a notice of loss or claim under a deposit protection contract, it is the duty of the insurer to provide the insured with printed forms on which a proof of loss or claim may be made.

2004-41-54.

### Contents of deposit protection contract

(ADD)  
Jan  
01/05

**189.6** A deposit protection contract must

- (a) contain all the following information:
  - (i) the name of the insurer;
  - (ii) the name of the developer who entered into the contract;
  - (iii) the name of the trustee described in section 189.5 (1) (b) who holds the insured's deposit;
  - (iv) the name of the insured;
  - (v) the name of the person or persons to whom the insurance money is payable;
  - (vi) the subject matter of the insurance;

- (vii) the indemnity for which the insurer may become liable;
- (viii) the event the occurrence of which gives rise to the insurer's liability;
- (ix) the date on which the insurance takes effect, and
- (b) provide that the liability of the insurer under the deposit protection contract does not terminate until one of the following occurs:
  - (i) all the events described in section 18 (3) or (4) of the *Real Estate Development Marketing Act* have occurred;
  - (ii) the developer pays the insured the amount insured by the deposit protection contract;
  - (iii) the insurer pays the insured the amount of the insured's loss;
  - (iv) the insured acknowledges in writing that
    - (A) the insured is not entitled to the return of the deposit insured by the deposit protection contract, and
    - (B) the insurer is no longer liable under the deposit protection contract;
  - (v) a court of competent jurisdiction makes a final determination that the insured is not entitled to the return of the money insured by the deposit protection contract.

2004-41-54.

## PART 8 – Administration

### Appeal to superintendent by insured on adjustment charges

- 190.** If the charges and expenses of adjusting a loss under a policy are in the opinion of the insured unjust and excessive, the insured may refer the matter to the superintendent, who must investigate it and may reduce or increase the amount of the charges and expenses, and the superintendent's decision is final and binding on all parties concerned.

RS1979-200-350.

### Immunities

(AM)  
Dec  
01/07

- 191.** (1) An action for damages because of anything done or omitted to be done in good faith
- (a) in the performance or intended performance of any duty, or
  - (b) in the exercise or intended exercise of any power
- under this Act must not be brought against the superintendent or a person who is subject to the superintendent's direction.
- (2) Subsection (1) does not absolve the government from vicarious liability for an act or omission of the superintendent or a person who is subject to the superintendent's direction for which act or omission the government would be vicariously liable if this section were not in force.

RS1979-200-355; 1989-47-337; 2007-14-215 (B.C. Reg. 354/2007).

### Power to make regulations

- 192.** (1) The Lieutenant Governor in Council may make regulations referred to in section 41 of the *Interpretation Act*.
- (2) Without limiting subsection (1), the Lieutenant Governor in Council may make regulations as follows:
- (a) extending the provisions of this Act or any of them to a system or class of

- insurance not particularly mentioned in this Act;
- (SUB) Jul 01/12 (b) defining a word or expression used but not defined in this Act;
- (c) prescribing increased benefits or additional beneficiaries required to be included in a contract of insurance;
- (AM) Jul 01/12 (REP) Jul 01/12 (ADD) Jul 01/12 (d) amending, altering, adding to, or removing any special provisions, definitions and exclusions established in the contract;
- (e) *Repealed.* [2009-16-100 (B.C. Reg. 213/2011)]
- (e.1) respecting an insured's right to rescind a contract of life insurance or accident and sickness insurance, including, without limitation, prescribing
- (i) circumstances in which an insured has the right,
- (ii) time limits on the exercise of the right,
- (iii) exceptions of specified classes of insurance from the right, and
- (iv) the obligations of an insurer to refund premiums;
- (ADD) Jul 01/12 (e.2) respecting the use of telephonic communications or other means of electronic communications that do not automatically generate a verbatim record of the communications, including, without limitation,
- (i) requiring that such communications be concurrently recorded,
- (ii) requiring that copies, including transcripts, of such records be provided to the insured or a claimant under a contract, and
- (iii) excluding the use of such communications in relation to specified records under this Act;
- (ADD) Jul 01/12 (e.3) requiring an insurer to give a claimant notice prior to the expiry of a limitation period under this Act, including, without limitation, prescribing
- (i) the content of, and the time and manner of giving, the notice, and
- (ii) the consequences of failing to give the notice in accordance with the requirements prescribed under subparagraph (i), which consequences may include, but are not limited to, dispensing with, suspending or extending the limitation period;
- (f) exempting any person or class of persons from any of the provisions of this Act;
- (g) prescribing circumstances in which the superintendent may suspend or cancel an exemption otherwise applicable to a person under a regulation made under paragraph (f);
- (h) generally to make other regulations as may be necessary or advisable to carry out the intent and purpose of the Act.
- (ADD) Jul 01/12 (i) respecting dispute resolution under section 9, including, without limitation, regulations
- (i) prescribing procedures that an umpire must follow in exercising the umpire's powers and performing the umpire's functions and duties under that section,
- (ii) requiring an insurer to provide notice to an insured of the availability of the dispute resolution process in prescribed circumstances, and
- (iii) prescribing the manner of giving notice for the purposes of subparagraph (ii);
- (ADD) Jul 01/12 (ADD) May (j) determining and defining classes of insurance for the purposes of this Act.
- (3) Without limiting subsection (1), the Lieutenant Governor in Council may, on the

01/99

recommendation of the minister responsible for the *Homeowner Protection Act*, make regulations as follows:

- (a) prescribing mandatory conditions that must be contained in a home warranty insurance;
- (b) prescribing minimum standards for the coverage to be provided by home warranty insurance, including periods of coverage, the time at which coverage begins and coverage limits;
- (c) prescribing permitted exclusions of coverage, waiver, limitations or qualifications under home warranty insurance;
- (d) prescribing terms that must not be included in home warranty insurance;
- (e) prescribing terms and conditions that apply to insurers with respect to home warranty insurance;
- (f) prescribing classes of new homes, renovations and home warranty insurance, and categories of residential builders and residential renovators.

(ADD)  
May  
01/99

- (4) A regulation made under subsection (3) may be made applicable generally or to specific persons, new homes, renovations or home warranty insurance or to a category of persons or class of new homes, renovations or home warranty insurance, and may provide differently for different persons, new homes, renovations or home warranty insurance or for different categories of persons or classes of new homes, renovations or home warranty insurance.

(ADD)  
Jan  
01/05

- (5) Without limiting subsection (1), the Lieutenant Governor in Council may make regulations as follows:
- (a) prescribing mandatory conditions that must be contained in a deposit protection contract;
  - (b) prescribing permitted exclusions of coverage, waiver, limitations or qualifications under deposit protection contracts;
  - (c) prescribing terms that must not be included in deposit protection contracts;
  - (d) prescribing terms and conditions that apply to insurers with respect to deposit protection contracts.

RS1979-200-357; 1984-26-40; 1989-47-332; 1998-31-40; 2004-41-55; 2009-16-100 (B.C. Reg. 213/2011).

### (ADD) Transitional regulations

Jun  
17/11

- 192.1** Without limiting any other provision of this Act, the Lieutenant Governor in Council may make regulations
- (a) exempting a contract or a class of contracts, in effect on the date this section comes into force, from the application of any provision of the *Insurance Amendment Act, 2009*,
  - (b) postponing, to a specified date after the date a provision of the *Insurance Amendment Act, 2009* comes into force, the application of the provision to a contract or a class of contracts, or
  - (c) applying, for a specified period on and after the date it was amended or repealed by the *Insurance Amendment Act, 2009*, a provision of this Act, as it read immediately before that date, to a contract or a class of contracts.
- 2009-16-101 (B.C. Reg. 115/2011).

### (REP) Repealed

Jun  
01/07

- 193.** *Repealed.* [2003-94-57 (B.C. Reg. 166/2006)]



**Violation of Act an offence**

- 194.** An insurer or person who carries on any business contrary to or fails to comply with or violates this Act or a regulation made under it commits an offence against this Act.

RS1979-200-360.

**(ADD) Trafficking**Jul  
01/12

- 194.1** Any person, other than an insurer or its authorized agent, who advertises, or holds himself or herself out, as a purchaser of life insurance policies or of benefits under them, or who traffics or trades in life insurance policies for the purpose of procuring the sale, surrender, transfer, assignment, pledge or hypothecation of them to himself or herself or any person, commits an offence against this Act.

2009-16-102 (B.C. Reg. 213/2011).

**Limitation period**

- 195.** Proceedings for an offence under this Act must not be commenced in any court more than 2 years after the facts on which the proceedings are based first come to the knowledge of the superintendent.

RS1979-200-367; 1989-47-338.

**Court order to comply**(AM)  
Dec  
01/07

- 196.** If a person is convicted of an offence under this Act, the court in which proceedings in respect of the offence are taken, in addition to any punishment it may impose, may order that person to comply with the provisions of this Act for the contravention of which the person has been convicted.

RS1979-200-368.1; 1987-56-37; 2007-14-215 (B.C. Reg. 354/2007).

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**SCHEDULE***Repealed.* [2003-94-58 (B.C. Reg. 166/2006)]