



# Release and Agreement (Breach)

**Return To** ICBC  
PO BOX 2121, STN TERMINAL  
VANCOUVER BC V6B 0L6

**Fax** 1-877-686-4222



CLAIM NUMBER	ADJUSTER NAME	ADJUSTER NUMBER	PHONE NUMBER	TOLL FREE PHONE
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In consideration of the payment of, or the promise to pay, the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_).

Which is directed by the undersigned to be paid as follows:

- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_

I hereby release and forever discharge \_\_\_\_\_

NAME ONLY INSURED PERSONS

and the Insurance Corporation of British Columbia ("ICBC") from any and all actions, causes of action, claims and demands, including all claims brought under Sections 76, 77, and 78 of the Insurance (Vehicle) Act (or under Section 21 of the Insurance (Motor Vehicle) Act, depending on when coverage was purchased), or otherwise for or by reason of any damage, loss or injury to persons or property, which heretofore has been or hereafter may be sustained in consequence of the ownership, use or operation of a motor vehicle, licence number \_\_\_\_\_ owned by \_\_\_\_\_ and operated by \_\_\_\_\_ at or near \_\_\_\_\_ on or about the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "occurrence").

In further consideration for granting this Release, I agree that I will co-operate with ICBC in bringing or prosecuting any action but at the risk, cost and expense and for the benefit of ICBC, pursuant to any statutory or common law right it has or may have to sue for, recover and receive the proceeds of any judgment and costs pursuant to which the payment made to me is the consideration for this agreement, or to recover and receive the proceeds of any settlement of the claim or claims hereby by me released; that I will execute all further documents necessary to effect the terms of this agreement and agree to attend at such places and at such times as requested for the purpose of prosecuting any such action.

ICBC shall at all times protect, save harmless and indemnify me, my heirs, executors and administrators (and if a corporation, its successors), of and from all costs and damages that I may at any time pay, sustain or become liable for on account of any such action that may be commenced or prosecuted by ICBC, excepting such costs and damages only as shall be caused by my own wilful neglect or default.

I agree that the said payment is not deemed to be an admission of liability on the part of ICBC.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### Signed in the presence of

### Read Before Signing

\_\_\_\_\_) )  
WITNESS SIGNATURE

\_\_\_\_\_) )  
WITNESS NAME (please print)

\_\_\_\_\_) )  
WITNESS ADDRESS

\_\_\_\_\_) )  
WITNESS OCCUPATION

\_\_\_\_\_) )  
CLAIMANT SIGNATURE

\_\_\_\_\_) )  
CLAIMANT NAME (please print)