



Collision Repair program guide

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1. Scope

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

The Program:

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

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

1.1. Benefits

The benefits of the Program include:

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

2. Application Criteria

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

2.1. Good standing

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

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

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

2.2. Trust

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

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

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

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

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

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

2.3. Business operations

All Program applicants and Participants must:

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

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

2.4. Material Damage Direct Billing Terms

To be granted entry into the Program, all Participants must be approved by ICBC and agree to the Terms. The Agreement effective date is the date the Participant is granted entry into the Program.

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

3. Applicants

3.1. First time applicants

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

All first time applicants must provide their individual location information.

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

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

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

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

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

Failure to meet this timeline may result in ICBC withholding its consent to approve the purchaser as a Participant.

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

As a condition of ICBC’s consent, purchasers must provide written confirmation that they will cover all warranty issues that may arise from previous ownership. An application fee of \$470 plus GST is applicable for each purchased location.

3.3. Current Program Participants expanding or acquiring new locations

Current Program Participants seeking to expand may apply for Program entry for new locations and seek ICBC's consent to enroll the new location into the Program. If a Program Participant wishes to purchase an existing Program facility they must provide written confirmation that they will cover all warranty issues that may arise from previous ownership.

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

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

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

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

3.4. Repaired Vehicle Inspections

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

Participants must:

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

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

3.4.1. Structural Repair Inspections

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

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

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

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

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

4. Program Requirements

4.1. Facility

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

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

Each facility must comply with all applicable:

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

4.1.1. Management and Administration

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

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

4.1.2. Collection of Personal Information

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

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

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

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

4.1.3. Hours of Business and Business Days

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

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

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

4.1.4. Vehicle Storage

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

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

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

4.2. Computer Technology

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

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

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

4.3. Equipment and Materials

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

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

4.3.1. Technical reference materials

Each facility must have access to:

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

4.4. Training and certification

4.4.1. Certification of technicians

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

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

4.4.2. Technical training

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

Please refer to the Partners Page for technical training requirements.

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

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

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

4.4.3. Program administrative training

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

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

4.5. Safe, Proper Repairs

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

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

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

4.6. Repaired Vehicle Warranty

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

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

Warranty exclusions may include but are not limited to:

- Damage from unreasonable use, maintenance or care of the vehicle,
- Previous poor repairs (flaking paint, paint checking, visible body filler, etc.),
- Rust or oxidation,
- Unrelated damage to the repair area, and
- Regular wear and tear.

Note: Participants should include any specific warranty exclusions in the Remarks section of the estimate.

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

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

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

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

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Important: Any replacement transportation provided to a customer during warranty repairs is the responsibility of the participant. Alternate Transportation Service (ATS) and Loss of Use do not apply to warranty repairs.

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

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

5. Collision Repair Program Structure

5.1. Tiering

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

Tier	Qualifier
Tier 1	Participants with the top 25% KPI performance in their region
Tier 2	Participants that are below Tier 1 and above the Tier 2 Minimum Threshold
Assessment Tier	Participants that are New Entrants or Participants that have not achieved the Tier 2 Minimum Threshold Note: New Participants that do not meet the Tier 2 Minimum Threshold after their Assessment Period must exit the Program. Existing Participants relegated to the Assessment Tier that do not meet the Tier 2 Minimum Threshold are moved to the Development Rate, and after 24 months may exit the Program at ICBC's discretion.

5.2. Tiering at Program Intake and Annual Tiering Evaluation

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

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

Tiering for all Participants who have completed their Assessment Period takes place annually (the "Static Tiering Date"). Annually Participants must accrue 12 consecutive months of KPI data (the "Tiering Measurement Period") to be eligible for tiering on the Static Tiering Date. At that time, a fixed percentage of the highest performing Participants are placed in Tier 1. Participants that meet the Tier 2 Minimum Threshold but do not qualify for Tier 1 are placed in Tier 2.

The Tier 2 Minimum Threshold is a performance target set by ICBC. Participants must have met or exceeded this target at the end of the Tiering Measurement Period in order to qualify for Tier 1 or Tier 2.

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

If, at the at the end of the Tiering Measurement Period, a Tier 1 or Tier 2 Participant does not meet the Tier 2 Minimum Threshold, the Participant is placed in the Assessment Tier.

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Participants in the Assessment Tier that have completed their Assessment Period but have not met the Tier 2 Minimum Threshold at the end of the Tiering Measurement Period will be subject to the Development Rate. At ICBC's sole discretion, if after 24 months in the Assessment Tier, a Participant does not meet the Tier 2 Minimum Threshold at the end of the Tiering Measurement Period, they may be required to exit the Program and the Agreement will be terminated.

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

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

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

5.3. Tiering Benefits in Tiers 1 and 2

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

Tier 2	
Benefit	Details
Mid-level Review Threshold	Have a lower Review Threshold than Tier 1 but higher than Assessment Tier
Facility promotion	Promoted ahead of Assessment Tier on customer facing Collision Repair Network Locator
Tier 1	
Highest Review Threshold	Highest Review Threshold among Participants
Facility promotion	Promoted ahead of Tier 2 on customer facing Collision Repair Network Locator and may be eligible for additional Top Performer promotion(s)
Advertising	Permission to use the "ICBC Repair Network Top Performer" logos and signage. Note: see the Advertising section of the Guide for further information.

5.3.1. Guidelines for Assessment Tier

Participants in the Assessment Tier:

- have the lowest review threshold among Participants,
- are promoted below Tiers 1 and 2 on the customer facing Collision Repair Network Locator, and
- may be subject to the Development Rate.

5.4. Development Rate

ICBC has an adjusted Development Rate for Participants in certain circumstances.

Circumstances when the Development Rate may be applicable include, but are not limited to:

- a Participant enters into their second Performance Review cycle,
- a Participant remains in the Assessment Tier after a full Tiering Measurement Period,
- a Participant is non-compliant with Program requirements, or
- at the discretion of the Supplier Conduct Committee.

Participants on a Development Rate are not entitled to the mechanical or frame differential. The current Development labour rates are set out on the Partners Page.

5.5. Collision Repair Network Locator

ICBC uses an external customer facing locator (the “Locator”) displaying the Participant facility’s location geographically based on the customer’s preferred location and search parameters.

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

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

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

Customer service scores will be displayed on the Locator represented as a star value as outlined in the following table.

Net Promoter Score	Star Rating
0%	0 stars
1% – 15%	0.5 stars
16% – 25%	1.0 stars
26% – 35%	1.5 stars
36% – 45%	2.0 stars
46% – 55%	2.5 stars
56% – 65%	3.0 stars
66% – 75%	3.5 stars
76% – 85%	4.0 stars
86% – 95%	4.5 stars
96% – 100%	5 stars

5.6. Key Performance Indicators (KPIs)

KPIs are used to monitor performance trends and to determine a Participant’s annual Tier placement. Participants must meet KPI thresholds in order to maintain participation in the Program. Participants will be notified in advance of any changes to KPI measures or their weighting. In some cases, due to variability or external factors, not all claims are included in KPI calculations; however, all KPI calculations are applied consistently for all Participants.

5.6.1. KPI Measures

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

- Estimatrics
- Cycle Time (Touch Time)
- Quality Assurance (QA)

Each KPI is measured regionally and a score is calculated.

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

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

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

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

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

5.6.2. Monthly KPI Reporting

A Participant's performance is measured against regional results. ICBC provides Participants with their individual KPI results on a monthly basis. This monthly report allows a Participant to see how they are performing within their region.

Participant KPI reports contain non-scoring data such as:

- QA Assessment Variance
- Key to Key Cycle Time
- CSI Score
- Tier status
- Effort Index

Customer Service Index (CSI) is scored using the Net Promoter Score calculation from customer satisfaction surveys done after repairs are completed.

Effort Index is a combined measure of supplement ratio, auto-approval rate and adjustment rate.

Non-scoring data is monitored by ICBC, but is not used for tiering purposes.

Important: Participants are encouraged to review their monthly KPI report in detail to monitor performance, recognize and address any concerns, and to monitor trends that may impact their Tiering placement or Program participation.

6. Performance Management

6.1. Performance Management

A Performance Management model is used to:

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

6.1.1. Scope

Performance Management may be conducted informally and on an ad hoc basis, but the model includes three primary formal mechanisms:

- Quality Assurance (QA) assessments
- Audits, and
- Performance Reviews.

ICBC may conduct QA assessments, audits, file or performance reviews, investigations, and inspections at any time, with or without notice, in person or remotely. ICBC may review estimates and supplements regardless of repair status, and may inspect vehicles.

6.1.2. Corrective Actions

The results of ICBC's Performance Management may support Corrective Actions, as defined in the Terms, including payment recovery, suspension of Program benefits or termination from the Program. Program benefits that may be impacted include Tier benefits, Locator placement, review thresholds, payment terms or eligibility for maximum charge-out rates.

6.2. Performance Management Activities

6.2.1. Quality Assurance (QA)

QA is a mechanism for monitoring and evaluating the various aspects of the Participant's delivery of estimating services to ensure that ICBC's standards are being met.

6.2.2. Purpose

QA has several purposes, including:

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

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

6.2.3. QA Assessments

Completed QA Assessments are scored by ICBC, and involve documenting and measuring the following:

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

6.2.4. Quality Assurance Performance Measures (QAPM)

QA Assessment results are made available to the Participant. Completed QA Assessments are displayed on the Quality Assurance Performance Measures (QAPM) application via the Partners Page, showing positive/negative results and score.

6.2.5. QA Disputes

Participants can dispute entries in a completed QA Assessment within 7 days of receipt. Participants can select the section(s) on the completed QA Assessment they dispute, and must provide clear reasons for the dispute that explain why the QA results may not be justified. QA disputes that do not identify a clear basis for the dispute will be rejected.

Once a QA dispute has been submitted, ICBC will review the entire QA Assessment, the supporting documentation and the Participant's explanation for the dispute, and may uphold or replace the QA Assessment.

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

If ICBC does not respond to a QA dispute within 7 days of submission, the entire QA Assessment will be removed from QAPM and will not impact the Participant's overall QA KPI score.

QA Assessments reflect the estimate status, including supporting documentation, at the time it is completed. Curative or corrective measures taken by the Participant after the QA Assessment is complete cannot form the basis of a dispute.

QA Assessments reflecting clear violations of procedure should not be disputed by the Participant. For example, if required photos were missing at the time of the QA Assessment, the Participant may not dispute it if the required photos are then uploaded at a later time. Repeated unsuccessful disputes may result in follow-up in the form of additional Performance Management or Corrective Actions.

6.3. Audits

Audits are performed to determine whether a Participant is complying with Program policies and standards, and recover overpayments when appropriate. In addition, ICBC performs Program Audits related to overall Program risk and internal governance controls. ICBC may request

files from Participants to support either type of Audit. Audit results are made available to the Participant, except in the case of Program Audits.

6.4. Performance Reviews

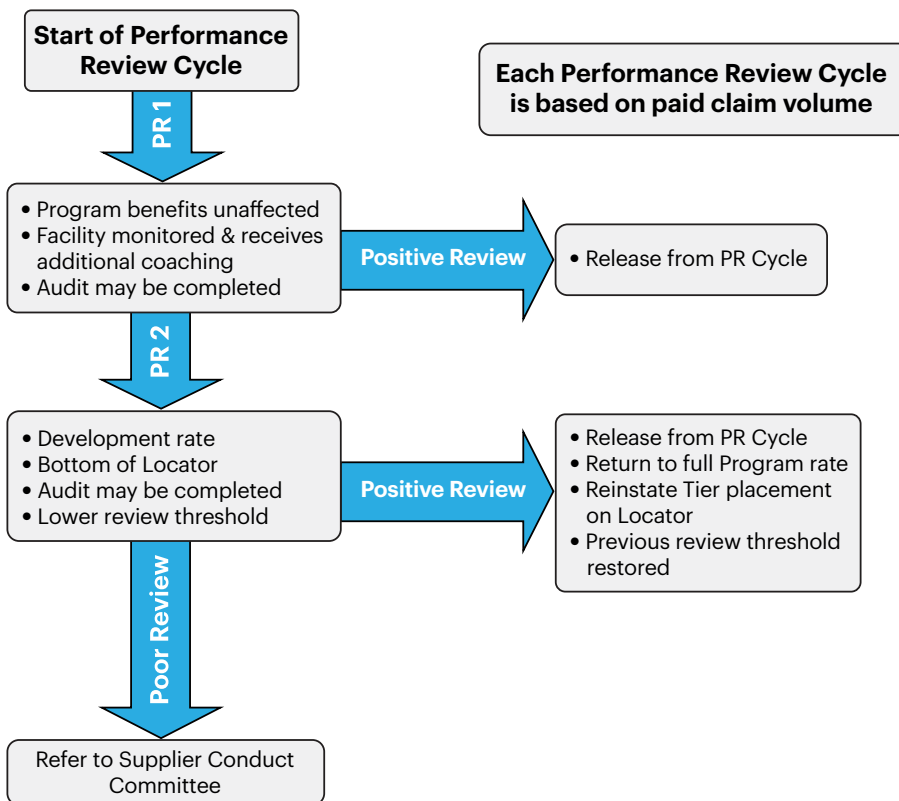
ICBC uses Performance Reviews to:

- identify and correct compliance issues;
- share and discuss performance and compliance results with a Participant, and
- communicate Corrective Actions, potential improvement opportunities, expectations, and outcomes.

6.4.1. Performance Review Cycles and Outcomes

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

Specific outcomes from the different stages of Performance Reviews are set out below. The following chart provides an overview of the Performance Review Cycle and the outcomes of both positive and poor reviews.



6.4.2. Performance Review 1 (PR1)

Performance Review 1 (“PR1”) is the first stage of a Performance Review Cycle. During PR1, the Participant will be monitored and coached to help improve upon the identified areas of concern, but no immediate Corrective Actions are typically applied. An Audit may be conducted during PR1.

At the conclusion of the PR1, if the result of ICBC’s review is positive the Participant is released from the Performance Review Cycle.

If the result of the review is poor, the Participant will enter the next stage, and is:

- moved to the development rate,
- subject to a lower review threshold, and
- moved to the bottom of the Locator.

6.4.3. Performance Review 2 (PR2)

An Audit may be conducted during Performance Review 2 (“PR2”). If the result of the PR2 review is positive, Corrective Actions will be concluded and the Participant will be released from the Performance Review Cycle.

If the result of the PR2 review is poor, the Participant will be referred to the Supplier Conduct Committee. Unless otherwise advised by ICBC, PR2 restrictions on Program benefits, or any Correction Actions, will remain in place until the decision of the Supplier Conduct Committee is communicated to the Participant.

6.4.4. Erratic Performance

Participants that are identified to commence a second Performance Review Cycle within 24 months are immediately referred to Supplier Conduct Committee, which may result in Corrective Actions, such as suspension of Program benefits or termination from the Program.

6.5. Supplier Conduct Committee

ICBC’s Supplier Conduct Committee (“SCC”) provides a review process when suppliers create reputational or financial risk for ICBC due to not following claims procedures, performance standards or contractual obligations.

The SCC’s mandate is to:

- provide guidance on all supplier conduct issues,
- protect the safety of customers and eliminate risk,
- offer consistency on supplier conduct, and
- determine or recommend Corrective Actions.

6.5.1. Referral to SCC

Participants may be referred to SCC at ICBC's discretion or when issues are identified, including but not be limited to:

- serious issues as described in section 13.2 of the Terms,
- a poor PR2 result, or
- erratic performance (as described above).

6.5.2. Outcomes

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

- moving the Participant to a Development Rate,
- suspending the Participant's Program benefits, or
- terminating the Participant from the Program.

If the Participant is provided notice of termination from the Program, they should refer to the Terms. Following termination, a facility can reapply at the discretion of and as directed by the SCC, and must go through onboarding as a first time applicant.

7. Program Administrative Guidelines

7.1. Program Administrative Processes and Responsibilities

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

- complete and submit an estimate or supplement of the vehicle damage according to the procedures outlined in the Manuals (which cover the particulars of estimate completion),
- repair the customer's vehicle according to the ICBC-approved estimate, and
- when applicable, must collect the deductible payment.

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

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

7.2. Updates to Participant Information

ICBC requires notice of changes to Participant information in order to update systems. Participants must advise ICBC's Supplier Programs & Administration department (supplierprograms@icbc.com) 30 days in advance of a change of address, change in ownership, or if the Participant changes their legal or business (DBA) name (including in the case of amalgamations or restructuring).

7.3. Limitation Period

7.3.1. Two Year Limitation Period (Date of Loss)

There is a two (2) year limitation period on all ICBC claims that is two years from the date of loss (the "Limitation Date"). Unless an extension is specifically authorized by ICBC in advance, repairs must be completed and estimates submitted for payment on or before the Limitation Date.

When retrieving a claim assignment for an estimate or supplement, the Participant must verify the date of loss. If more than two years have passed, or the Limitation Date is near and there is a question as to whether vehicle repairs can be completed and the estimate submitted for payment before the Limitation Date, the Participant must contact ICBC for further instructions. If sufficient time remains to complete all vehicle repairs and submit the estimate for payment, then the Participant may proceed as usual.

Note: Estimates submitted for payment after the Limitation Date will not be paid by ICBC unless authorized in advance and extraordinary circumstances exist that were outside of the Participant's control, as determined by ICBC.

8. Estimates

8.1. Submitting an Estimate or Supplement Prior to Commencing Repairs

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

The Participant can tear down the vehicle and perform diagnostics to help create a comprehensive initial estimate and this is not considered commencing repairs. The following actions can be performed to help prepare the initial estimate:

- Remove parts to assess hidden damage,
- Confirm part prices and availability,
- Diagnose the damage by performing scans where applicable, and
- Pull to determine repairability of a panel (see "Pull to Determine Repairability" section of this Guide).

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

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

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

Participants are required to have justification for requesting an ICBC review of an estimate as outlined in this Guide. Participants can request ICBC review of an estimate in the following circumstances:

- hit and run claim,
- potential total loss,
- multiple claims (at Participant's discretion),
- betterment,
- allowances,
- cash settlements,

- back-ordered parts, or
- questionable damage.

Participants requesting an ICBC review of an estimate without justification may trigger Performance Management or Corrective Actions. Higher volumes of unnecessary “Requires Review” estimates create delays in approvals.

8.2. Quality of Estimate

All estimate versions must be written in compliance with ICBC Manuals and submitted to ICBC with appropriate supporting documentation prior to commencing repairs.

All required fields in Mitchell Estimating, including the postal code in Inspection Details, must be accurately completed. Participants must enter the correct vehicle make, model, trim level and options to establish an accurate maximum repair amount. Failure to follow estimating guidelines and procedures may result in ICBC refusing payment entirely or paying the estimate based on available supporting information and images. Under no circumstances can customers be billed for any claim related disputed differences in payment.

For all estimate versions, judgement times must be entered for parts identified as repairable, and part prices must be updated so an accurate repair cost can be determined. All estimate submissions must be:

- cost-effective (including but not limited to labour hours, parts decisions and associated operations, relative to the required repair),
- aligned with manufacturer repair procedures, as applicable, in accordance with the Manuals
- complete, and
- accurate and reflective the insured damage to the customer’s vehicle.

Note: Unnecessary estimate submissions with “Requires Review” and excessive supplements (e.g. missed visible damage to external panels) may trigger Performance Management or Corrective Actions.

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

- parts availability
- shipping
- Loss of Use, and
- cycle time.

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

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

8.2.1. Submission of estimate or supplement

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

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

Note: Total repair judgement time must be entered on the applicable Mitchell generated line for the part being repaired. If an explanation or breakdown of a judgement time is required, that must be entered as an "Add Explanation" line supporting the judgement time.

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

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

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

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

8.2.2. Estimate and Supplement Approvals

In relation to the estimate, the term “approved” is only intended to allow the Participant to proceed with repairs and does not mean that the estimate meets all the requirements outlined in the Manuals. ICBC reserves the right to modify the estimate at any time to correct any noncompliance with the Manuals related to the estimate and correct any payment made, if applicable. Operations or labour hours that are unnecessary or unrelated to the safe, proper repair of the claim related vehicle damage may be removed and corrected at any time.

When an estimate or supplement is ‘automatically approved’ through Mitchell, the estimate or supplement remains subject to further review and modification at any time by ICBC. When a Participant flags the estimate with “Requires Review” for a specific purpose and an estimate or supplement is ‘manually approved’, items outside of the specific review requested may be modified at a later date.

8.2.3. Pull to Determine Repairability

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

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

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

8.2.4. Parts

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

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

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

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

Note: If the customer is in a replacement vehicle and the back-ordered part(s) has caused a full work stoppage, refer to the Work Stoppage Due to Original Equipment (OE) Part(s) on Back-Order section of this Guide and follow the stated procedure.

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

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

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

8.3. Cycle Time Entries

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

Cycle Time Field	Definition
Car in Date (Key in Date)	The date the vehicle arrived at the repair facility for the purpose of repair with a fully authorized claim number for the purpose of repair. Note: For non-drives with an agreed claim processing start date after the tow in date, the Car in Date is that agreed upon start date.
Car in Time (Key in Time)	The time the vehicle arrived at the repair facility for the purpose of repair (to the nearest hour) with a fully authorized claim number. Note: For non-drives with an agreed claim processing start date after the tow in date, the Car in Time is 8:30 AM on the agreed upon start date.
Repair Completion Date	The date that the vehicle repairs are completed and the owner and/or customer is contacted advising that the vehicle is ready for pick up or delivery.
Repair Completion Time	The time that the vehicle repairs are completed and the owner and/or customer is contacted advising that the vehicle is ready for pick up or delivery (to the nearest hour).
Car Out Date (Key Out Date)	The date that the repaired vehicle is picked up or delivered to the vehicle owner and/or customer.
Car Out Time (Key Out Time)	The time that the repaired vehicle is picked up or delivered to the vehicle owner and/or customer (to the nearest hour).

8.4. Review Threshold

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

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

8.5. System Outages

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

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

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

8.6. Additional Estimate Form Requests (Suffix)

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

Total loss teardown must be included on the estimate that flagged the vehicle as a total loss. Participants must not request an additional suffix for total loss teardown.

Back-order parts do not require an additional suffix. For more information see the Parts section of this Guide.

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

8.7. Documenting Multiple Claims

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

1. The claim with the oldest date of loss (the "original claim"): Complete the estimate as if no other claims exist.
2. The claim with the second oldest date of loss: Do not include damage included on the original claim. Include differences not accounted for on the original claim (e.g. if the original claim had paint on the quarter panel and the subsequent claim requires repair time, the repair time without paint can be added).

3. Subsequent claims must only include claim-related damage not included on previous claim estimates. **Important:** Each estimate must document the other claim numbers in “Journal” prior to submission. This will assist when referencing future supplements.
4. Submit the estimates to ICBC for approval.

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

- cumulative repair costs exceed the applicable ACV Threshold, as set out in the Total Loss section of this Guide; or,
- the claim is a hit-and-run

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

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

8.8. Digital Images

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

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

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

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

Participants must upload all required images into Mitchell Connect.

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

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

8.9. Estimate and Supporting Documentation Requirements

Participants must upload all supporting documentation to Mitchell Cloud Estimating (MCE) prior to requesting payment.

The required documentation to upload includes:

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

- copies of the proof of purchase, warranty and product maintenance requirements to support aftermarket or dealer-applied rust inhibitor, paint protection or fabric protection, etc., must be filed with the estimate and other supporting documents
- Temporary Substitute Motor Vehicle (TSMV) or customer rental agreement that includes customer name and signature, with clearly defined start and end dates for the vehicle substitution (when ATS hourly rate or ATS Vehicle Reimbursement applies), and
- a copy of the receipt/work order or credit/debit card transaction slip displaying the method and amount of customer's portion paid, if applicable.

Important: Participants must comply with payment card industry (PCI) security standards. Any credit card copies or numbers must be redacted from any uploaded documents.

Note: Estimate entries that are not supported by the applicable documentation may be subject to payment reversal.

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

At their sole cost, the Participant must ensure that all required documentation is readily available to an ICBC representative for the purpose of an audit, QA Assessment or vehicle inspection at the Participant's location.

8.11. Betterment, Allowances and Cash Settlements

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

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

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

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

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

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

- For Cash Settlement: Submit the estimate to ICBC with the part and/or labour time intact. Do not zero out labour times or the part prices.

8.11.1. Cash Settlements

If the customer requests a cash settlement for part or all of the claim, the Participant must advise ICBC by:

- making applicable remarks in the estimate and Journal Note indicating if the entire repair or portion of the estimate is considered,
- selecting “Requires Review” from the templates list,
- entering “Override Note” stating what requires ICBC’s attention, once compliance is triggered, and
- selecting “Escalate for additional review by ICBC” from the compliance window, which triggers a compliance failure that alerts ICBC.

ICBC reviews the request and contacts the customer and Participant with an update. If a cash settlement agreement is made, ICBC completes a supplement to the estimate incorporating the cash settlement changes.

Note: Participants may consider suggesting potential cosmetic damage as a possible cash settlement. For example, a small scratch on a lamp lens that does not impact function or safe operation of the vehicle. Cash settlement may be considered as an alternative when parts availability is limited, if a driveable vehicle is a borderline total loss, or to provide the customer with an additional option. Participants are eligible to bill for the Repair Planning and Documentation Fee when the entire estimate is cash settled.

8.12. Point of Impact

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

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

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

8.13. Consistency of Damage with Loss Type

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

The types of losses include the following.

8.13.1. Animal Impact

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

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

8.13.2. Vandalism

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

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

8.13.3. Theft from Vehicle

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

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

8.13.4. Other

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

8.13.5. Inconsistent Damage Indicators

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

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

8.13.6. Confirming Type of Loss

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

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

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

8.14. Unrelated Damage or Damage Not Consistent with Assignment Notes

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

Damage scenarios

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

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

“Requires Review”

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

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

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

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

8.15. Hit and Run Claims

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

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

4. Enter the applicable failure explanation note: Hit and Run estimate, ICBC to determine.
5. Select Done to close the Estimate Advisor Window.
6. Add the estimate in Mitchell Connect and click Send.
Result: A confirmation box appears in Mitchell Connect before sending for approval.
7. Click the Request Review checkbox.
8. Send the estimate to ICBC for approval.

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

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

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

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

8.16. Changing the Type of Loss

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

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

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

8.17. Total Theft Claims

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

8.18. Depreciation

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

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

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

8.19. Total Loss

Participants must complete an accurate and thorough estimate, including supplements. If the Participant submits a supplement that includes damage that could have been identified earlier in the repair stages and the vehicle becomes a total loss as a result, ICBC may refuse payment for some or all estimate operations completed, and may take other Corrective Actions.

MCE displays an ACV threshold bar which compares the repair cost in relation to the base value ACV, expressed as a percentage. ICBC's total loss ACV Threshold is set at 80% of the ACV displayed in the MCE total loss indicator except when the:

- vehicle has a rebuilt status the ACV Threshold is 60%, or
- vehicle has an NVR+ policy the ACV Threshold is 40%.

Note: A vehicle's rebuilt status will be displayed in the Adjuster Notes section of "Journal" in Mitchell Connect. An NVR+ policy is found in the Special Coverages section of the Assignment Details/"Journal" in Mitchell Connect.

Once an estimate or supplement has triggered the total loss indicator it must be left as flagged. Participants must flag an estimate or supplement for review and obtain authorization from ICBC before proceeding with repairs when:

- the estimate or supplement exceeds or may exceed the applicable ACV Threshold

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- a repair involves multiple claims, and the cumulative repair amounts exceed or may exceed the applicable ACV Threshold, or
- the Participant cannot complete an accurate estimate due to unknown or hidden damage, and believes total repairs may exceed the applicable ACV Threshold (supporting information should be provided).

Example: If major mechanical or potential hidden damage such as possible engine damage cannot be determined, the initial estimate must be flagged.

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

In the event the repairs exceeds the applicable ACV Threshold, ICBC will conduct a vehicle valuation and document the Maximum Repair Amount for the Participant in “Messages” section in Mitchell Connect.

When the estimate is below and will not exceed the Maximum Repair Amount communicated by ICBC, the Participant may proceed with repairs without flagging the estimate for review.

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

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

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

8.21. Aftermarket Equipment

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

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

8.22. Permanently Attached Equipment

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

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

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

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

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

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

Alignment:	Two-wheel	Four-wheel
Rate	\$105.84	\$147
Divide by the mechanical rate	\$115.05	\$115.05
Converted time	0.92 hours	1.28 hours
Rounded to next 1/10th	0.9 hour	1.3 hours

8.23.1. Air Conditioning Exception

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

8.24. Referring the Customer to ICBC

The Participant must refer the customer to ICBC when the:

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

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

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

9. Alternative Transportation Service (ATS)

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

9.1. Scope

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

If the Participant cannot meet the customer’s transportation needs and the customer utilizes Loss of Use coverage during repairs, the Participant is not entitled to ATS compensation. Refer to Section 10 of this Guide for details on Loss of Use and Rental arrangements.

9.2. Determining the Customer’s Transportation Needs

Prior to the ATS Responsibility Date (see ATS Responsibility Date section of this Guide for details), the Participant is responsible for determining if alternative transportation would satisfy the customer’s needs during the repair process.

Alternative transportation can include one or more of the following:

- providing a taxi to and from work or home
- providing a shuttle to and from work or home
- public transportation costs
- any other form of transportation satisfactory to the customer, or
- an ATS replacement vehicle (see Providing an ATS Replacement Vehicle to the Customer section of this Guide).

The Participant should determine the following:

- whether the customer is currently in a rental vehicle
- the size of vehicle the customer requires (like-size or smaller than the damaged vehicle), and
- whether the customer’s transportation needs might change during the course of repair.

The Participant should ensure that the customer:

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

Important: If the customer's transportation needs are not satisfied by any of the listed alternative transportation options AND the customer has access to Loss of Use coverage, refer to the Loss of Use and Rental section of this Guide.

9.2.1. ATS Exceptions

ATS is a mandatory requirement of the Program and transportation options must be presented to any customer who has an authorized ICBC claim number. There are exceptions to this requirement where the customer is responsible to secure their own transportation during repairs. ATS compensation must not be billed for the following vehicle types:

- vehicles for hire (i.e. taxi, limousine)
- rental vehicles
- car share vehicles (e.g. Evo, Car2Go, Modo)
- vehicles insured under a garage policy
- un-registered vehicles
- courtesy/replacement or shuttle vehicles other than the Participant's
- police vehicles, fire-fighting vehicles, and ambulances
- trailers
- motorcycles
- Class A and C Recreational Vehicles (RVs)
- vehicles with collector plates
- vehicles being repaired under warranty and/or the Special Compensation Fund

If a customer indicates that they require ATS and they drive any of the following vehicle types, the Participant must inquire the purpose/use of the required alternative transportation — whether for work purposes or personal use only. If for work purposes, this is considered an ATS exception. Refer the customer to their ICBC auto claims specialist (adjuster).

Participants must contact the customer's ICBC auto claims specialist (adjuster) to confirm whether ATS will be allowed for the following vehicle types when the purpose indicated is for personal use only; at its discretion, ICBC may consider allowing ATS if the vehicle is the customer's main form of personal transportation:

- trucks, vans and SUVs above a one ton model (over 5000kg GVW)
- modified vehicles (e.g. cube vans, flat decks)
- ride-hail vehicles with a TNS (Transportation Network Service) Policy (e.g. Uber, Lyft etc.)
- peer to peer rental vehicles (e.g. Turo)
- driving school vehicles

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- vehicles insured under a fleet policy (e.g. non-specialty type 'company car' used for personal use and commuting to/from work, or any situation where the vehicle is not being used for commercial purposes)

Vehicles insured for Artisan Use (e.g. tradesperson who uses the vehicle for carrying tools to perform work such as landscaping, plumbing, electrical, etc.) may qualify for an ATS Replacement Vehicle at the discretion of the Participant.

Important: When supplying an ATS replacement vehicle to a customer, the Participant must work with the customer to ensure appropriate own damage coverage is in place (see Own Damage Coverage (Collision or Comprehensive) section of this Guide).

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

9.2.2. Participant Requirements and Customer ATS Entitlements

Scenario	Participant requirements and customer ATS entitlements
<p>Customer at fault, without purchased Loss of Use (LOU) coverage, or the customer has exhausted their LOU prior to the ATS responsibility date</p>	<ul style="list-style-type: none"> The Participant must provide ATS to satisfy the customer’s alternative transportation needs from the ATS Responsibility Date until repairs are completed, subject to ATS Exceptions.
<p>Customer at fault, with purchased LOU coverage</p>	<ul style="list-style-type: none"> The Participant must determine if they can provide ATS to satisfy the customer’s alternative transportation needs from the ATS Responsibility Date until repairs are completed, subject to ATS Exceptions. If the Participant cannot satisfy the customer’s alternative transportation needs through ATS and instead the customer requires a rental vehicle utilizing their LOU coverage, then the Participant must advise the Loss of Use team by submitting the Repair Facility Support Request webform – Direct Rental Referral as per procedures in Loss of Use and Rental section of this Guide. ICBC manages the rental invoicing directly, subject to LOU coverage limits. <p>Note: ATS Compensation is not applicable if the Participant cannot satisfy the customer’s alternative transportation needs through ATS and instead ICBC manages the customer’s transportation utilizing their LOU coverage.</p>
<p>Customer not at fault (with or without purchased LOU)</p> <p>Note: If the customer is 100% not at fault, ICBC can cover rental costs under Basic Vehicle Damage Coverage (BVDC). If the customer is partially at fault without purchased LOU coverage, ICBC can only cover rental costs up to the percentage the customer is not responsible.</p>	<ul style="list-style-type: none"> The Participant must determine if they can provide ATS to satisfy the customer’s alternative transportation needs from the ATS Responsibility date until repairs are completed, subject to ATS Exceptions. If the Participant cannot satisfy the customer’s alternative transportation needs through ATS and instead the customer requires a rental vehicle utilizing applicable LOU coverage, then the Participant must advise the Loss of Use team by submitting the Repair Facility Support Request webform – Direct Rental Referral as per procedures in Loss of Use and Rental section of this Guide. ICBC manages the rental invoicing directly. <p>Note: ATS Compensation is not applicable if the Participant cannot satisfy the customer’s alternative transportation needs through ATS and instead ICBC manages the customer’s transportation utilizing applicable LOU coverage.</p>

Note: For further information regarding the Direct Rental Referral and Loss of Use, see Loss of Use and Rental section of this Guide.

9.3. ATS Responsibility Date

If ATS satisfies the customer's alternative transportation needs, the ATS Responsibility Date is the calendar date that establishes when the Participant becomes responsible to manage any ATS costs. The ATS Responsibility Date is dependent on whether the claim related damage allows for the vehicle to be driveable or renders the vehicle a non-drive.

9.3.1. Driveable Vehicles

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

9.3.2. Non-Drive Vehicles

With non-drive vehicles, if ATS satisfies the customer's alternative transportation needs, the ATS Responsibility Date is the date the customer's vehicle arrives at the Participant's facility for the purpose of repair with an authorized ICBC claim number, subject to the Grace Days Calendar (see the Grace Days (Non-Drives) and Calendar section of this Guide).

When a customer's vehicle is a non-drive, they must choose a Participant's facility for their repairs and speak to their preferred facility to confirm if and when the facility can accept the non-drive.

If the Participant	Then
accepts the vehicle immediately	<ul style="list-style-type: none">the tow will be arranged as soon as possible, andGrace Days are calculated from the date the vehicle arrives at the facility (tow in date).
agrees to accept the vehicle on a specific date	<ul style="list-style-type: none">the tow will be delivered on the agreed upon date, andGrace Days are calculated from the date the vehicle arrives at the facility (tow in date).
agrees to accept the vehicle on a specific date and start processing claim at a later agreed upon date	<ul style="list-style-type: none">the tow will be delivered on the agreed upon date,the repair start date will be documented by ICBC, andGrace Days are calculated from the agreed upon start date. <p>Note: If repairs commence prior to the agreed upon start date, then Grace Days apply based on the amended repair start date.</p>

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

9.3.3. Hit and Run Claims

With a Hit and Run claim, the Participant must ensure there is an approved ICBC estimate prior to authorizing an ATS replacement vehicle or submitting the Repair Facility Support Request webform — Direct Rental Referral (see Loss of Use and Rental section of this Guide). If the Participant provides a vehicle to the customer before receiving an approved ICBC estimate, the Participant assumes all costs associated with ATS if the Hit and Run claim is denied.

9.3.4. Estimates that are not authorized

If the customer's estimate is not authorized by ICBC, the ATS Responsibility Date cannot be established and the Participant is not required to provide ATS. For the purpose of calculating the ATS Responsibility Date, the estimate is not authorized if the Estimate Remarks section contains this message: 'Not An Authorization To Repair; Hold On Estimate'.

9.3.5. Grace Days (Non-Drives) and Calendar

Grace Days are only applicable to non-drive claims and provide time to allow the Participant to assess the customer's ATS needs and prepare an estimate. The ATS Responsibility Date for non-drive claims is calculated based on the Grace Days Calendar below. Saturday, Sunday or a statutory holiday in the Province of British Columbia are not counted as part of the Grace period. Vehicles are only dispatched to Participants on weekends when that Participant has advised ICBC that they can accept non-drives on those days.

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

Grace Days Calendar

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

9.3.6. Unsafe Vehicles Driven to Participant’s Facility

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

If the Participant is...	Then they must...
unwilling or unable to accept the work	Contact ICBC so that alternate arrangements can be made.
willing and capable of accepting the work	<ul style="list-style-type: none">• Upload pictures of the damaged vehicle• Create a note in Mitchell “Journal” explaining the rationale for changing the estimate to non-drive, and• Submit a Repair Facility Support Request form to request review of the claim for a change of the vehicle status from drive to non-drive.

Upon completing the aforementioned steps, the Participant may proceed with estimate submission and meeting the customer’s needs for alternative transportation based on the applicable Grace Days. ICBC provides the Participant with further instructions once the claim has been reviewed.

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

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

9.3.7 Multiple Claims and Managing the Customer’s Transportation

When a Participant is repairing multiple claims at the same time, the Participant should try to provide the customer with the same type of alternative transportation for all claims being repaired — either through LOU coverage or ATS — to minimize coverage issues and impacts to the customer. If the customer has LOU coverage on one or more claims being repaired, refer to Multiple Claims and Rental section of this Guide.

9.4. Providing an ATS Replacement Vehicle to the Customer

9.4.1. ATS Replacement Vehicle Criteria

Replacement vehicles provided by the Participant must be:

- no older than 8 years
- a minimum size requirement of midsize car
- maintained in a safe and roadworthy condition, and
- clean and presentable.

A Participant may provide an ATS replacement vehicle that is owned or leased by the Participant, or utilizing a rental company's vehicle at the Participant's own expense. In all cases when an ATS replacement vehicle is provided, the Participant is required to upload supporting documentation (i.e. a completed Temporary Substitute Motor Vehicle (TSMV) or customer rental agreement) in accordance with the documentation requirements listed in Estimate and Supporting Documentation Requirements section of this Guide.

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

Note: Customers may be contacted by ICBC to confirm an ATS replacement vehicle was provided as documented by the Participant.

9.4.2. Temporary Substitute Motor Vehicle Agreement

When the Participant provides a replacement vehicle to a customer that they own or lease, they are required to have the customer sign a TSMV agreement in a form that is pre-approved by ICBC. The Participant must also confirm in advance that the customer is not using another claim-related rental vehicle. The customer must be provided with a copy of the TSMV agreement.

9.4.3. Third Party Liability Coverage — ATS Replacement Vehicle

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

9.4.4. Own Damage Coverage (Collision or Comprehensive) — ATS Replacement Vehicle

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

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

9.4.5. Deductible

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

9.4.6. Late Return of ATS Replacement Vehicle

Customers must return an ATS replacement vehicle on a timely basis after repairs are completed. If they fail to do so, then the Participant may bill the customer for additional replacement vehicle costs when

- reasonable notification was given to the customer of the repair completion date, and
- it has been communicated to the customer that they would be responsible for any replacement vehicle usage costs after the repairs are completed and potential late fees are noted on the TSMV agreement.

9.5. ATS Compensation and Applicable Taxes

9.5.1. ATS Hourly Calculation (Replacement Vehicle Provided)

When an ATS replacement vehicle is provided to a customer, the ATS hourly compensation is applicable and is calculated using the total of all labour hours (paint, repair, remove and replace, remove and reinstall and allowable sublet conversions) multiplied by the applicable ATS hourly rate. The ATS hourly compensation does not apply to tear down labour hours. Refer to the Partners Page — Rate Schedules for the applicable ATS Hourly Rate.

Important: ATS is not applicable when a Direct Rental Referral (see Loss of Use and Rental section of this Guide) has already been submitted. Only one form of ATS compensation is applicable per claim, regardless of the number of suffixes.

9.5.2. Passenger Vehicle Rental Tax (PVRT)

The PVRT is a provincial tax levied by the government that may apply if the customer is provided with a replacement vehicle and the Participant is receiving compensation for the use of the vehicle. Participants are responsible for determining when PVRT is applicable based on government criteria.

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

Note: If an ATS replacement vehicle was not provided, PVRT does not apply and must not be entered into the APR.

9.5.3. ATS Allowance rate

When a customer's alternate transportation needs are satisfied with a service other than an ATS replacement vehicle (e.g. ride-hailing such as Uber/Lyft, taxi, public transit, shuttle service, etc.) or the customer does not require any ATS during repairs, the ATS allowance is applicable, subject to ATS Exceptions. The ATS allowance does not apply to a tear down estimate. Refer to the Partners Page — Rate Schedules for the applicable ATS Allowance rate.

Note: ATS is not applicable when a Direct Rental Referral (see Loss of Use and Rental section of this Guide) has already been submitted. Only one form of ATS compensation is applicable per claim, regardless of the number of suffixes.

Important: Either the ATS Hourly rate or ATS allowance rate can be charged, not both.

9.5.4. Applicable Taxes

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

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

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

9.6. ATS Vehicle Reimbursement Scenarios

All ATS Vehicle Reimbursement scenarios described below are only applicable when the Participant provides an ATS replacement vehicle. The Participant must upload supporting documentation that shows a vehicle was provided, either with a signed TSMV or rental agreement. The Repair Facility Support Request (RFSR) webform must be completed in order to request reimbursement, including all applicable sections and PVRT (see Passenger Vehicle Rental Tax section of this Guide). Estimates must be submitted within two Business Days after the ATS Responsibility Date for both driveable and non-drive vehicles.

If	Then the Participant must
<p>a Participant provides a replacement vehicle prior to the ATS Responsibility Date (non-drive claims only)</p> <p>*Note: the customer must have an approved ICBC claim number and Loss of Use coverage</p>	<ul style="list-style-type: none"> • obtain prior authorization (or the ATS Vehicle Reimbursement will not be paid) by completing the RFSR webform — ATS vehicle pre-authorization within one (1) Business Day of providing the vehicle to the customer, and • complete the RFSR webform — ATS Vehicle Reimbursement related to ATS vehicle provided prior to ATS responsibility date, and • enter the number of days the vehicle was provided prior to the ATS Responsibility Date up to Loss of Use coverage limits. <p>Note: The Participant should attempt to minimize any overlap of billing in situations where an ATS replacement vehicle is replacing an ICBC funded rental vehicle.</p>
<p>the vehicle becomes a total loss, and estimate was submitted within two Business Days of the ATS Responsibility Date</p> <p>*Note: Participant should refer to the Material Damage Claims Procedures if a vehicle is deemed a total loss</p>	<ul style="list-style-type: none"> • complete the RFSR webform — ATS Vehicle Reimbursement related to Total loss (vehicle has been deemed a total loss), • enter the exact number of days the ATS replacement vehicle was provided between the ATS Responsibility Date and the date the vehicle was determined to be a total loss, and • add one additional Business Day, if required, to contact the customer and arrange for the return of the ATS replacement vehicle. <p>Note: ATS Vehicle Reimbursement is not applicable for days prior to the ATS Responsibility Date unless pre-approved and billed as per above.</p>

If	Then the Participant must
<p>the vehicle becomes a total loss, and estimate was not submitted within two Business Days of the ATS Responsibility Date (estimate submission timeline not met)</p> <p>*Note: Participant should refer to the Material Damage Claims Procedures if a vehicle is deemed a total loss</p>	<ul style="list-style-type: none"> complete the RFSR webform — ATS Vehicle Reimbursement related to Total loss (vehicle has been deemed a total loss), enter the exact number of days the ATS replacement vehicle was provided between the estimate submission date and the date the vehicle was determined to be a total loss, and add one additional Business Day, if required, to contact the customer and arrange for the return of the ATS replacement vehicle. <p>Note: ATS Vehicle Reimbursement is not applicable for days prior to the ATS Responsibility Date unless pre-approved and billed as per above.</p>
<p>back-ordered OE part(s) causes a full work stoppage for a minimum of three consecutive Business Days</p>	<ul style="list-style-type: none"> complete the RFSR webform — Back-ordered parts work stoppage to document details as described in Work Stoppage Due to Original Equipment (OE) Part(s) on Back-Order section of this Guide when the Participant is first made aware of the part(s) that may cause work stoppage, once the back-ordered part(s) arrive and work can recommence, complete the RFSR webform — ATS Vehicle Reimbursement related to OE back-ordered and enter the exact number of days the vehicle was provided, starting on the fourth Business Day after full work stoppage until the date the part(s) was delivered, and upload applicable parts invoice(s) to Mitchell Cloud Estimating (MCE) to verify the back-ordered parts delay. <p>Note: The customer must remain in the ATS replacement vehicle during the entire delay for the ATS Vehicle Reimbursement to apply.</p>
<p>the vehicle repair is on hold due to a repair vs. total loss decision and ICBC does not notify Participant of the decision within one (1) Business Day of estimate/supplement submission</p>	<ul style="list-style-type: none"> complete the RFSR webform — ATS Vehicle Reimbursement related to Hold based on repair decision once ICBC responds that the vehicle is repairable, enter one day for each Calendar Day or portion thereof after the first 24-hour elimination period (one Business Day) until the repair/total loss decision was made and communicated by ICBC, or refer to “The vehicle becomes a total loss” scenario above if ICBC responds that the vehicle is a total loss. <p>Note: ATS Vehicle Reimbursement does not apply to any other delay in approval of a ‘Requires Review’ flagged estimate; it only applies when ICBC is required to make a repair vs. total loss decision.</p>

9.6.1. Authorized Replacement Rental Vehicle Prior to ATS Responsibility Date

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

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

Important: This scenario does not qualify for ATS Vehicle Reimbursement.

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

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

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

If any of these options are considered viable, it is not considered a work stoppage, and the Participant must proceed with repairs. If none of the above options are viable, the Repair Facility Support Request webform — Back-ordered parts work stoppage must be filled out advising of the anticipated length of delay. Participants should document details regarding the back-ordered part including:

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

Note: The Participant must only submit the Repair Facility Support Request webform — Back-ordered parts work stoppage when a rental or ATS replacement car is provided.

Important: ATS Vehicle Reimbursement — OE Back-ordered Parts only applies if there is a full work stoppage due to backordered OE part(s). Simply having a backordered part does not qualify for ATS Vehicle Reimbursement. Participants must continue with all repairs that can be done without the backordered OE part(s) before it is considered a full work stoppage.

10. Loss of Use and Rental

If the customer's transportation needs are not satisfied by any form of ATS and the customer has access to Loss of Use coverage, the Participant may request that ICBC pay for a replacement vehicle or another form of transportation (e.g. reimbursing the customer for taxi or ride-hailing services). If ICBC pays directly for the customer's transportation during repairs, the Participant must not collect any ATS compensation.

10.1. Notification of Direct Rental Referral

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

Preferred Rental Vehicle program

ICBC has agreements with preferred rental suppliers in certain areas of the province to provide timely and cost-effective replacement transportation for customers with Loss of Use coverage. If a customer uses a preferred supplier and has confirmed coverage, the rental supplier can bill ICBC directly for the cost.

10.1.1. Direct Rental Referral Submission Guidelines

If a Participant submits the Direct Rental Referral with at least 24 hours' notice prior to the date the rental is required, regardless of whether this date falls on or after the ATS Responsibility Date, the rental vehicle arrangements will be handled by ICBC and/or ICBC's preferred rental supplier, provided there is an ICBC preferred rental supplier in their area. ICBC will arrange for the preferred rental supplier to contact the customer directly to assist with their rental vehicle booking, and ICBC will cover the cost of the rental according to the customer's Loss of Use coverage.

Note: If there is no preferred rental supplier in the Participant's area, the rental vehicle arrangements must be handled by the Participant and the Direct Rental Referral must be submitted no later than the same Business Day that the rental is booked.

Exception Process

If a Participant located in an area with a preferred rental supplier is not able to provide 24 hours' notice prior to the required rental date (e.g. immediate repair scenario, customer's transportation needs change during repairs, etc.), the responsibility of arranging a rental with the preferred supplier is moved to the Participant and ICBC will cover the cost of the rental according to the customer's Loss of Use coverage. The Participant must submit a *Direct Rental Referral* the same Business Day that the rental is booked, with a note in the Comments section outlining why advance

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notice could not be provided, or selecting “immediate repair” if applicable. The Participant must also submit the estimate no more than two Business Days past the rental start date.

Note: If the preferred rental supplier in the Participant’s area is not able to provide a short-notice rental vehicle for the customer, the Participant must contact the applicable ICBC Loss of Use team to advise that an alternate rental supplier will be utilized. The rental supplier must match ICBC’s rental rate structure for the region.

If	Then the Participant must
<p>the vehicle is driveable and the customer has a pre-booked appointment</p>	<ul style="list-style-type: none"> submit a Direct Rental Referral at least 24 hours (excluding weekends and BC statutory holidays) prior to the customer's appointment time (ATS Responsibility Date), and submit the estimate no more than two Business Days after the ATS Responsibility Date. <p>Examples:</p> <ol style="list-style-type: none"> Customer's appointment is Wednesday at 10:00am. Participant must submit a Direct Rental Referral by 9:59am Tuesday, the same week. Customer's appointment is Monday at 10:00am. Participant must submit a Direct Rental Referral by 9:59am Friday, the week before.
<p>the vehicle is a non-drive and arrives at the Participant's facility **Customer already in rental vehicle</p>	<ul style="list-style-type: none"> submit the estimate no more than two Business days after the ATS Responsibility Date. <p>Note: A Direct Rental Referral is not required when the Participant elects to keep the customer in a rental arranged prior to the ATS Responsibility Date.</p>
<p>the vehicle is a non-drive and arrives at the Participant's facility **Customer requires a rental vehicle</p>	<ul style="list-style-type: none"> submit a Direct Rental Referral at least 24 hours (excluding weekends and BC statutory holidays) prior to the anticipated rental start date if the Participant requires ICBC to arrange the rental, and submit the estimate no more than two Business Days after the ATS Responsibility Date.
<p>Exception Scenario: the customer requires a rental, and the Participant is not able to provide 24 hours' notice</p> <p>Examples: Immediate repair, transportation needs change during repair, customer attends on wrong appointment date, etc.</p>	<ul style="list-style-type: none"> submit a Direct Rental Referral as soon as rental needs are known and no later than the end of the first rental day (with a note in the comments section outlining why advance notice could not be provided), submit the estimate no more than two Business Days after the ATS Responsibility Date, and make rental arrangements for the customer by: <ul style="list-style-type: none"> booking the customer directly into one of ICBC's preferred rental suppliers, contacting the ICBC Loss of Use team via telephone if an ICBC preferred rental supplier is not booked for the customer, or booking the customer directly into an available rental supplier in areas without a preferred rental supplier.

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

Important: Participants must not bill ICBC for ATS if ICBC is paying separately for a rental vehicle beyond the ATS responsibility date.

10.1.2. Cancelled, Rescheduled or Changed Rental Reservations

If the customer is unable to rent a vehicle, their appointment date changed, or their transportation needs have changed after **Direct Rental Referral** submission, then the Participant must contact ICBC's Loss of Use team to determine if other arrangements can be made.

If	Then the Participant must
<p>a short-notice rental cancellation is required (less than 24 hours' notice)</p>	<ul style="list-style-type: none"> • contact the rental supplier directly to cancel the reservation, and • contact ICBC's Loss of Use team via telephone to advise of the cancellation and the reason for it (e.g. Participant is providing ATS, customer is unable to secure a rental or has cancelled their repair, etc.)
<p>a customer's appointment date has changed, and the Participant is able to provide at least 24 hours' notice (e.g. rescheduled, customer attends on wrong appointment date, etc.)</p>	<ul style="list-style-type: none"> • submit a new Direct Rental Referral with the updated appointment date, and • include a comment to disregard previous Direct Rental Referral form. <p>Note: If the updated appointment date is over 30 days from the original appointment, the Participant must contact ICBC's Loss of Use team by telephone to advise of the cancellation and submit a new Direct Rental Referral closer to the new appointment date.</p>
<p>a customer's appointment date has changed, and the Participant is unable to provide at least 24 hours' notice (e.g. rescheduled, no-show, customer attends on wrong appointment date, etc.)</p>	<ul style="list-style-type: none"> • submit a new Direct Rental Referral with the updated appointment date no later than the end of the first rental day (with a comment advising why advance notice could not be provided), and • make rental arrangements for the customer by booking with the preferred rental supplier in the area, or • book the customer directly into an available rental supplier in areas without a preferred rental supplier.

Note: Unnecessary rental cancellations or multiple same-day Direct Rental Referral submissions due to Participant behaviour will be monitored and may trigger performance management consequences.

10.1.3 Unreasonable Repair Delays

If ICBC incurs unnecessary rental charges due to an unreasonable repair delay, Participants may be held responsible for reimbursing ICBC for such charges, regardless of the rental authorization (unless there are extraordinary circumstances). The reasonableness of the repair delay will be determined based on factors such as the number of hours on the estimate and documented delays. Unreasonable repair delays may also result in Performance Management or Corrective Actions.

10.1.4. Multiple Claims and Rental

When a Participant is repairing multiple claims at the same time, the additional claim numbers must be documented on the Direct Rental Referral in the comments section. If a Participant is repairing multiple claims and Loss of Use is not applicable to all claims being repaired, Participants should try to provide the customer with the same type of alternative transportation for all claims being repaired — either through LOU coverage or ATS — to minimize coverage issues and impacts to the customer.

In multiple claim scenarios, if ATS does not satisfy the customer's transportation needs and a rental vehicle is provided under LOU, the Participant must be aware that ICBC will only cover rental costs for repair times associated with the claim(s) where LOU coverage is applicable. All other rental costs must be borne by the Participant and ATS compensation is applicable to the claim(s) without LOU coverage as outlined in this Guide.

Important: A Direct Rental Referral is required for multiple claims scenarios, even if the vehicle is a non-drive

10.1.5. Hit and Run Claims (Rental)

The Participant must ensure there is an approved ICBC estimate prior to submitting the Direct Rental Referral. If the Participant provides a vehicle to the customer prior to receiving an approved ICBC estimate, the Participant assumes all costs associated with ATS or Rental if the Hit and Run claim is denied.

11. Advertising

11.1. ICBC Repair Network logo usage

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

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

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

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

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

11.2. Permission to use the ICBC Repair Network Top Performer logo

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

12. Program Special Compensation Fund

Important: The Special Compensation Fund (the “Fund”) is being wound down and will cease once its remaining holdings are fully expended. No additional contributions will be collected from Participants. This section applies only for so long as the Fund continues to exist and money remains available for the Fund Purpose (as defined below). Once the Fund is fully wound down, ICBC will administer any successor program or process that may be communicated to Participants.

12.1. Fund Purpose

Participants have contributed to the reserves held in the fund, but ICBC administers the Fund in connection with the Program. Every Participant is required to provide customers with a Warranty (as outlined above) with respect to repairs performed on ICBC claims. The purpose of the Fund is to make money available when a customer has a claim under a Warranty given by a Participant that has become insolvent and/or has ceased to carry on business operations (the “Fund Purpose”). The Fund does not apply when a Participant’s warranty obligations are covered by another source.

It is important that Participants stand behind their repairs by providing a Warranty to their customers.

12.2. Fund Description

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

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

12.3. Fund Administration

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

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

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

12.4. Payments from the Fund

12.4.1. Fund Payments

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

ICBC will designate a manager to review Repair Requests (the “Designated Manager”). The Designated Manager determines whether the original repairs were completed by a Participant that has become insolvent and/or that has ceased to operate or carry on business, and considers the circumstances of each case.

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

12.4.2. Conditions for Fund Payments

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

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

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

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

12.4.3. Fund Recoveries

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

12.4.4. Fund Management Transparency

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

Fund information to be shared includes:

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

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

12.5. Disputed Repair Request, Estimate or Fund Payment

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

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

12.6. Winding-Down of Special Compensation Fund

The Fund is being wound down and will cease when the remaining monies that comprise the Fund are spent.

Questions?

Please contact your your Material Damage Account Representative.

