



ICBC Salvage Auction Terms and Conditions

The following terms and conditions (the "**ICBC Terms and Conditions**") apply to the purchase of salvage vehicles or other property (each referred to as a "**Salvage Item**") from the Insurance Corporation of British Columbia ("**ICBC**") via the Auction Center Application ("**Auction Center**") operated by Impact Auto Auctions Ltd., its affiliates and/or subsidiaries, whether branded as "IAA", "Impact Auto Auctions" or otherwise (collectively "**IAA**").

BY BIDDING ON SALVAGE ITEMS SOLD VIA AUCTIONS ON AUCTION CENTER (each referred to as a "**Salvage Auction**"), **YOU** (herein referred to as "**Buyer**") **ACKNOWLEDGE AND ACCEPT THE ICBC TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.**

Please read the ICBC Terms and Conditions carefully before registering with IAA. The latest version of the ICBC Terms and Conditions is available on ICBC's website at <https://partners.icbc.com/salvage>. It is the Buyer's responsibility to read, understand and agree to the latest version before creating an account with IAA and/or following any updates to the ICBC Terms and Conditions prior to bidding on a Salvage Item. ICBC reserves the right to change any of the ICBC Terms and Conditions at any time and without prior notice.

Limitation of Liability

Buyer agrees that in no event will ICBC, or any of ICBC's affiliates, subsidiaries, directors, officers, employees, agents, subcontractors or other representatives (any of which, a "**Representative**"), be liable to Buyer for indirect, consequential, punitive, exemplary, or special damages, loss of goodwill, work stoppage, data loss, computer failure or malfunction, or lost profits (collectively "**Damages**"). Without limiting the foregoing, Buyer further agrees that ICBC will not be liable to Buyer for losses or Damages due in whole or in part as a direct or indirect result of any theft, conversion, loss, damage, claim expense (including legal fees), suit or demand (collectively "**Loss**") arising out of, based upon or resulting from the handling, possession, transportation, use, storage or operation of any Salvage Item, including, but not limited to, Loss or Damages due to or caused by or during transportation, delay, dispute decision, cancelled sale, clerical errors, fire, storm, flood, war, civil disturbance, riot, epidemic, pandemic, public health emergency, quarantine, governmental order, act of God, lightning, earthquake, or other similar casualty.

Indemnity

Buyer agrees to indemnify, defend and hold harmless ICBC and its Representatives from and against any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable legal fees and expenses, in any way related to or arising out any of the following:

- the negligence of, willful act of, or breach of or default under the ICBC Terms and Conditions by, Buyer, any of Buyer's Representatives, or any person that Buyer is responsible for under law;
- any contamination or non-compliance with environmental laws of any nature



whatsoever by Buyer or Buyer's Representatives, in respect of Buyer's activities falling within the scope of the ICBC Terms and Conditions; or

- any third-party claim brought against ICBC arising from or relating to Buyer's purchase of any Salvage Item from ICBC.

Buyer Registration

In addition to the ICBC Terms and Conditions, only Buyers having a valid and current registration on Auction Center with either a licensed business buyer (non-dealer) account or a licensed business buyer (dealer) account are permitted to purchase Salvage Items from ICBC. Even if Buyer successfully registers with Auction Center and is the successful bidder in a Salvage Auction, ICBC reserves the right, in its sole discretion, to refuse to complete the transaction for the purchase of any Salvage Item by Buyer for any reason.

Salvage Item Condition

ALL SALVAGE ITEMS ARE SOLD ON AN "AS IS, WHERE IS" BASIS AND WITHOUT WARRANTY OR GUARANTEE OF ANY KIND, EITHER WRITTEN, EXPRESSED OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

History Disclaimer

While ICBC endeavours to ensure the accuracy of the information related to Salvage Items being sold, ICBC does not warrant that item specifications are complete, accurate or error-free. The information provided is not intended to, and does not constitute, a representation or guarantee of any kind.

Without limiting the generality of the foregoing, ICBC does not guarantee:

- the accuracy of vehicle year, make or model;
- the accuracy of the odometer or mileage reading;
- the structural or mechanical condition of Salvage Items;
- that Salvage Items are exactly as shown in images on Auction Center;
- that keys are available for all vehicles; or
- that Salvage Items are free from liens, security interests or other charges.

ICBC has not conducted any search related to vehicle recall or vehicle safety alerts.

Privacy laws prevent ICBC from providing any information about the previous owner and/or details of the loss resulting in a vehicle being declared a total loss.



Caution and safe handling of Salvage Items is recommended. Any Salvage Item may have had exposure to biohazards including, but not limited to, chemical occurrences and/or biological substances and/or associated materials such as needles or drug paraphernalia (also known as sharps). No decontamination has occurred and contact with a Salvage Item, or its parts, may result in significant harm. Caution and safe handling are recommended.

BUYER FREELY ACCEPTS AND FULLY ASSUMES ANY AND ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH BUYER'S HANDLING OF AN ICBC SALVAGE ITEM. IN CONSIDERATION OF ICBC PERMITTING BUYER TO PARTICIPATE IN A SALVAGE AUCTION FOR THE PURCHASE OF AN ICBC SALVAGE ITEM, BUYER AGREES TO WAIVE ANY AND ALL CLAIMS, RECOURSES, PROCEEDINGS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT BUYER MAY HAVE AGAINST ICBC AND ITS REPRESENTATIVES AND TO RELEASE ICBC AND ITS REPRESENTATIVES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, THAT BUYER MAY SUFFER AS A RESULT OF BUYER'S HANDLING OF AN ICBC SALVAGE ITEM.

Salvage Item Status

Buyer understands and acknowledges that the status of an ICBC Salvage Item may be designated as either an "irreparable vehicle" or a "salvage vehicle" as those terms are defined in section 17.1 of the [Motor Vehicle Act \(British Columbia\)](#). Buyer further understands and acknowledges that certain restrictions apply in British Columbia on the transfer of an ICBC Salvage Item depending on its status under this legislation.

In British Columbia, only Buyers that are registered and licensed as either a "wrecker/dismantler" or a "recycler" can purchase a Salvage Item designated as an "irreparable vehicle" (also commonly referred to as "non-reparable" or "dismantle parts only" or "DPO"). A "wrecker/dismantler" is a person whose business is that of substantially wrecking, dismantling or disassembling motor vehicles and selling the salvageable parts. A "recycler" is a person whose primary business is compacting, shredding or otherwise processing for destruction metals for resmelting, recycling or resale.

Each Buyer from British Columbia purchasing a Salvage Item designated as an "irreparable vehicle", "non-reparable" or "DPO" confirms that Buyer meets one of the following two conditions:

- Buyer agrees with ICBC that Buyer may use or resell it only for parts or scrap; or
- Buyer is a "wrecker/dismantler" and intends to use it for parts or scrap.

EACH BUYER PURCHASING FROM OUTSIDE OF BRITISH COLUMBIA MUST VERIFY ALL REQUIREMENTS AND CERTIFICATIONS FOR THE INTENDED USE OF THE SALVAGE ITEM WITH THE APPROPRIATE REGISTRATION OR LICENSING AUTHORITY IN THE BUYER'S JURISDICTION AND IS SOLELY LIABLE FOR MEETING THOSE REQUIREMENTS AND CERTIFICATIONS.



Other Buyer Obligations

General Requirements

Each Buyer of a Salvage Item from ICBC agrees:

- to provide to ICBC and/or IAA upon request any records, forms or other documentation so requested in support of an applicable federal or provincial tax exemption related to Buyer's resale or export of the Salvage Item;
- as applicable for vehicle registration or licensing purposes in British Columbia, to provide to ICBC and/or IAA upon request a copy of Buyer's certificate of incorporation, extraprovincial registration, or any other business registration with the British Columbia Registrar of Companies;
- to conduct reasonable independent enquiries to be satisfied as to the condition and appropriateness of a Salvage Item prior to purchase;
- to ensure that any Representative of Buyer, including any tower or transporter acting on Buyer's behalf, picking up any purchased ICBC Salvage Item is registered, licensed and insured as required by law, and complies with any applicable facility requirements; and
- in purchasing any Salvage Item from ICBC, to be responsible at law and otherwise for all actions and omissions of Buyer's Representatives (including, without limitation, towers and transporters acting on Buyer's behalf).

Protection of Personal Information

Buyer is responsible for the protection of personal information that may be embedded or contained in ICBC Salvage Items that Buyer purchases (including materials in electronic form), and Buyer will ensure that no person collects, accesses, uses or discloses such personal information. "Personal information" is defined in the [Freedom of Information and Protection of Privacy Act \(British Columbia\)](#) ("**FIPPA**"). Buyer will immediately notify ICBC via email at icbcsalvage@icbc.com of any personal information found or present in ICBC Salvage Items and promptly remit, delete, or completely destroy the personal information in such manner as to render it irretrievable as directed by ICBC.

Without in any way limiting the foregoing, Buyer will not in any circumstances use or permit (either expressly or impliedly) the use of any information (including personal information) obtained in the course of purchasing any ICBC Salvage Item or contained in any ICBC Salvage Item (including dashboard systems, GPS or other electronic devices or systems within the ICBC Salvage Item) for any purpose, including contacting a previous owner of the ICBC Salvage Item or any individual whose personal information is contained in the ICBC Salvage Item. Buyer will contact ICBC if assistance or instruction is needed in this regard.

Fees

In addition to any amounts owing and payable by Buyers to purchase a particular ICBC



Salvage Item, ICBC may charge certain fees to Buyers in connection with the purchase. These fees may change from time to time. Buyers agree to pay all such fees as set out in the fee schedule available on ICBC's website at <https://partners.icbc.com/salvage>. All fees are subject to change, and Buyers agree they will be effective upon online posting or electronic notification by ICBC and/or IAA.

IAA Policies

Purchases made through Auction Center will be governed by IAA's Auction Policies and Arbitration Rules (the "**IAA Policies**"), to which Buyers agreed to comply with and be bound by when registering through Auction Center. Purchases from ICBC will be governed by the ICBC Terms and Conditions together with the IAA Policies, as they may be modified or supplemented by the ICBC Terms and Conditions. To the extent there is a conflict or inconsistency with the IAA Policies, the ICBC Terms and Conditions will take precedence over the IAA Policies, and any other IAA rules, terms or conditions regarding the purchase of Salvage Items from ICBC.

Without limiting the generality of the foregoing, the following provisions of the IAA Policies do not apply to ICBC Salvage Items:

- Seller's Obligations [Section E].
- Arbitration Rules [Section F].
- Liens [Section D 26]. ICBC does not guarantee that Salvage Items are free from liens, security interests or other charges.
- Transportation [Section D 29]. ICBC does not provide assistance in arranging transportation.

The ICBC Terms and Conditions further modify and amend certain provisions of the IAA Policies related to Buyer's Obligations by replacing them with the following:

Payment Requirements [Section D 22]

- Buyers can pay for their ICBC Salvage Items with the payment options available to them through ICBC such as credit card, debit card/Interac, e-transfer, or wire/electronic fund transfer.
- ICBC does not accept payments in cash or by cheque, or any in-person payments.

Title [Section D 24]

- Custody, control, risk of, and title to an ICBC Salvage Item transfers from ICBC to Buyer upon full payment of the applicable purchase price by Buyer to ICBC for the Salvage Item.



Ownership Transfers [Section D 25]

- All Buyers are responsible for transferring ownership of the applicable Salvage Item into their own name after purchase.
- Buyers from British Columbia must meet all applicable requirements for vehicle ownership, registration and licensing in the province, including being a corporation incorporated under the laws of British Columbia or an extraprovincial company.
- Buyers from outside British Columbia are responsible for and must comply with all applicable requirements related to ownership of any Salvage Items, however branded or designated, in their respective jurisdictions.

Vehicle Storage Charges [Section D 27]

- When Buyer successfully purchases a Salvage Item from ICBC, Buyer is obligated to take physical possession of the ICBC Salvage Item and remove it from the ICBC salvage facility or partner salvage yard within two (2) business days of the Salvage Auction sale day. ICBC's salvage facilities are listed at <https://partners.icbc.com/salvage>.
- If Buyer fails to remove the purchased ICBC Salvage Item within two (2) business days of the Salvage Auction sale day:
 - Buyer will be responsible for any applicable storage fees after two (2) business days from the sale day;
 - ICBC may exercise its discretion to cancel or reverse the sale of the Salvage Item, in which case ICBC will refund the applicable purchase price to Buyer (less any other handling or renege fees that ICBC may apply) and may relist the Salvage Item for sale through Auction Center or otherwise; and
 - Buyer's auction privileges may be suspended temporarily or permanently.

Loading Fees [Section D 28]

- Buyer is responsible for the cost of loading and transporting any Salvage Item. (If Buyer is towing a vehicle, a professional towing service is recommended.)
- ICBC does not load any Salvage Item. If loading a Salvage Item at pick-up time is required, alternate arrangements at Buyer's expense are to be made before removal from any ICBC salvage facility or partner salvage yard.
- Damage incurred during the loading process is at Buyer's risk. In the interest of safety, unsafe loading practices or the use of improper equipment are not permitted.
- Salvage Items located at partner salvage yards are subject to service fees in effect at the specific compound. Buyer is responsible for contacting the appropriate partner salvage yard to confirm if additional fees apply before bidding. Pick-up times for Salvage Items are set up by each partner salvage yard.
- Picking up Salvage Items at ICBC salvage facilities is available between 8:30 a.m. and 4:30 p.m., Monday to Friday, excluding statutory holidays.



Transaction Refusal and Sale Cancellation

Transaction Refusal

ICBC reserves the right, in its sole discretion, to reject a bid for a Salvage Item, to withdraw or postpone the sale of a Salvage Item, or to refuse to complete a transaction for the sale of a Salvage Item for any reason whatsoever, without any liability or obligation to Buyer.

Sale Cancellation

At any time before an ICBC Salvage Item has left an ICBC salvage facility or a partner salvage yard, ICBC may, in its sole discretion, cancel or reverse the sale of such Salvage Item without prior notice and without any liability or obligation to Buyer except that, where ICBC so cancels or reverses a sale transaction and Buyer has already remitted payment to ICBC, ICBC will refund to Buyer only the applicable purchase price together with any applicable fees charged by ICBC. ICBC is not liable to Buyer for any compensation, and is not responsible for any claim of damage or loss by Buyer, in relation to ICBC's cancellation or reversal of a sale transaction.

Damage to Salvage Items

Any Salvage Item purchased by Buyer and remaining at an ICBC salvage facility or a partner salvage yard after the Salvage Auction sale date will be at the sole risk of Buyer. Buyer assumes all risk of loss or further damage to the Salvage Item once the Salvage Item has been paid for in full.

For greater certainty, ICBC is not responsible for any claim of damage or loss made after the Salvage Item has left the ICBC salvage facility or partner salvage yard.

Buyer Dispute

For disputes related to a particular purchase of an ICBC Salvage Item such as a potential misrepresentation, Buyers should contact ICBC Salvage Services via email at icbcsalvage@icbc.com.

Buyers shall make reasonable efforts to notify ICBC of any disputes no later than seven (7) days from the Salvage Auction sale date. Wherever possible, disputed Salvage Items should remain at the applicable ICBC salvage facility or partner salvage yard for the duration of any dispute.

For technical support issues with Auction Center or a particular Salvage Auction, Buyers should contact IAA directly.



Suspension or Termination of Salvage Privileges

If any of the following occurs, ICBC may, in its sole discretion, immediately suspend or terminate Buyer's account upon providing notice to Buyer:

- By Buyer's action or inaction, Buyer has made an intentional, negligent or fraudulent misrepresentation to ICBC.
- Buyer commits an act of willful misconduct, fraudulent misconduct or any other unlawful or illegal act, regardless of whether or not such misconduct or act is connected with or related to Buyer's business or any Salvage Auction, and specifically including, but without limiting the generality of the foregoing, coordination of bids or disclosure of the purchase price of a given Salvage Item without a commercial reasonable business purpose.
- Buyer uses, or permits the use of, any information (including personal information) obtained while purchasing an ICBC Salvage Item or contained in an ICBC Salvage Item for any purpose, including contacting a previous owner of the ICBC Salvage Item or another individual whose personal information is contained in the ICBC Salvage Item.
- Buyer engages in or condones any conduct or behaviour that adversely affects or is damaging or detrimental to the public image, reputation or goodwill of ICBC or ICBC's salvage operations.
- Buyer engages in or condones any inappropriate, unethical, offensive, disrespectful or disruptive conduct or behaviour including unlawful discrimination, harassment or violence.
- Buyer takes, without authorization by ICBC, any property or tampers with any property in, on, attached to, or associated with, any ICBC Salvage Item while located at an ICBC salvage facility or partner salvage yard, whether or not the property is removed from the ICBC salvage facility or partner salvage yard.
- Buyer has a poor purchase history such as failing to pay in full for, or renegeing on any purchase of, awarded Salvage Items.
- Buyer fails to meet and maintain the requirements and other obligations applicable to Buyer set out in the ICBC Terms and Conditions.
- ICBC determines, in its sole discretion, that based on information about Buyer contained in ICBC's records (which ICBC reserves the right to obtain and review at any time for the purpose of making such determination), Buyer is not eligible to purchase or continue to purchase Salvage Items from ICBC, notwithstanding that Buyer otherwise meets the requirements set out in the ICBC Terms and Conditions.
- Buyer is otherwise in breach of any of the ICBC Terms and Conditions.

The foregoing provision applies equally to Buyer's Representatives (which include, for greater certainty, any towers or transporters acting on Buyer's behalf), and Buyer is responsible and liable for all actions and omissions of its Representatives. All Representatives of Buyer must



comply with the ICBC Terms and Conditions. Where any such Representatives breach the ICBC Terms and Conditions, ICBC reserves the right, in its sole discretion, to suspend or terminate the Buyer's account and prohibit the Buyer from participating in future auctions of ICBC Salvage Items.

Privacy

ICBC will receive certain information about Buyers from IAA, including personal information. ICBC takes the protection of privacy very seriously. ICBC is subject to FIPPA which sets out rules around how ICBC can collect, use and disclose personal information.

ICBC will receive the following information for the purpose of facilitating auction sales of Salvage Items:

- Buyer contact information
 - Name and/or company name
 - Residential and/or mailing address
 - Notification e-mail and e-mail address used to register on Auction Center
- Buyer business information
 - Owner name, address, mailing address, telephone number
 - GST/HST numbers
 - Licence information
 - Tax information
 - Registrant Identification Number (Ontario)
- IAA system information about Buyer
 - Bidder and Buyer number assigned to Buyer by IAA
 - Type of bidder
 - Buyer's jurisdiction
 - Buyer's preferred language
 - Date of Auction Center registration and registration renewals
 - Whether and when Auction Center received Buyer's registration package
 - Payment and fee information
 - Suspended status on IAA's systems

Consistent with the purpose for which such information was collected, ICBC will use this information for the following purposes:

- To facilitate auction sales of Salvage Items.
- To facilitate the enforcement of applicable statutory requirements including under the *Motor Vehicle Act* (British Columbia) and the *Motor Vehicle Act Regulations*, the *Commercial Transport Act* (British Columbia), and the *Insurance (Vehicle) Act* (British Columbia).

If Buyer has questions about the collection and handling of Buyer's personal information by ICBC, please contact privacy@icbc.com.



General

Governing Law and Venue

Except to the extent that the laws of Buyer's jurisdiction prohibit this choice of governing law and choice of venue provision, (i) the laws of the Province of British Columbia shall govern the ICBC Terms and Conditions and any claim or dispute arising out of or relating to the ICBC Terms and Conditions, without giving effect to any principles of conflicts of laws and (ii) Buyer agrees to bring any claims against ICBC exclusively in the courts of British Columbia.

Severability

If any portion of the ICBC Terms and Conditions is deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions.

How to Contact ICBC

By email at icbcsalvage@icbc.com.